

PEABODY-BURNS UNIFIED SCHOOL DISTRICT NO. 398
COMPREHENSIVE TEACHERS' CONTRACT

Effective August, 2023

TABLE OF CONTENTS

Preamble	3
Article I Definitions	4
Article II General Provisions	6
Article III Academic and Personal Freedom	7
Article IV Assignment and Transfer	8
Article V Compensation	9
Article VI Evaluation	14
Article VII Teacher Mentor Program	23
Article VIII Teacher Discipline	24
Article IX Due Process	24
Article X Grievance Procedure	25
Article XI Leaves	27
Article XII Payroll Deductions	32
Article XIII Professional Work Day, Work Week, and Work Year	33
Article XIV Activities of the School	34
Article XV Grading System	34
Article XVI Retirement	35
Article XVII Board Meetings	38
Article XVIII Faculty Meetings	38
Article XIX Teachers Lesson Plan	39
Article XX Board Rights	39
Article XXI Reduction in Force Procedure	40
Article XXII Duration of Agreement	41
Appendix A – Salary Schedule	
Appendix B – Early Retirement Application	
Appendix C – Family Medical Leave	

PREAMBLE

AGREEMENT made and entered into as of the 21st day of May, 1975, by and between the **BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 398**, (hereinafter referred to as the "Board") and the **PEABODY-BURNS FACULTY ASSOCIATION** (hereinafter referred to as the "Association" or "PBFA").

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

WHEREAS, the Board and its designated representatives have met with representatives of the Association and have considered, discussed, and negotiated terms and conditions of professional services; and

WHEREAS, this agreement shall be made a part of the individual Teacher's Contracts with the same force and effect as though fully set forth therein.

IT IS, THEREFORE, AGREED:

ARTICLE I

DEFINITIONS

A. Administration

All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook.

B. Aggrieved Person

The person making the complaint.

C. Association

The Peabody-Bums Faculty Association affiliated with Kansas National Education Association and the National Education Association.

D. Board

The Board of Education of Unified School District No. 398, Marion County, Kansas.

E. Consultant

"Consultant" is a non-member with a special interest to negotiate. Consultants must be trained in negotiations in order to participate.

F. Days

Except when otherwise indicated, days shall mean working school days.

G. District

Unified School District No. 398, Marion County, Kansas

H. Grievance

A complaint by a teacher based on an alleged violation, misinterpretation or misapplication by the Board or administration of the negotiated contract or agreement.

I. K-NEA

Kansas National Education Association

J. NEA

National Education Association

K. Party in Interest

Any teacher or the Board or any other party who may be affected by a grievance.

L. PBFA

Peabody-Bums Faculty Association

M. Professional Negotiation

"Professional Negotiation" means meeting, conferring, consulting and discussing in a good faith effort by both parties to reach agreement with respect to the terms and conditions of professional service.

N. Superintendent

Superintendent of Schools of Unified School District No. 398, Marion County, Kansas.

O. Teacher

All certified employees except administrators employed by the Board.

ARTICLE II

GENERAL PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, pregnancy, domicile, marital status, membership in the association or participation in the negotiation process.

B. Reference Clause

The policy set forth therein shall be included by reference in the contracts of all teachers employed by Unified School District No. 398. This agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set therein; and it shall remain in full force and effect from and after July 1, 1989.

This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement for the contract year. The Board and the Association agree to the commitments contained herein and give them full force and effect for the contract year.

C. 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 subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Release from Contract

A contract is binding on both parties.

E. Board Recognition

The Board recognizes the PBFA as the official negotiating agent of the teachers as contemplated by statute.

ARTICLE III

ACADEMIC AND PERSONAL FREEDOM

A. Academic Freedom

It is the mutual desire of the Board and the Association to create and maintain in the school system a climate in which teachers are free to teach and students are free to learn at their levels of comprehension and a climate conducive to open inquiry and responsible discussions. Varying theories may be presented so long as one is not presented as absolute, so long as none of the above affect the orderly conduct of operation of the public school and the processes thereto as defined by statutes and the Constitution of the United States and the State of Kansas and school board policies.

B. Personal Freedom

The teacher shall be granted full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of a teacher is not within the appropriate concern or attention of the Board, so long as it does not interfere with the orderly or normal operation of the school.

ARTICLE IV

ASSIGNMENT AND TRANSFER

Assignment

1. Teachers shall be fully certificated for all classes they are assigned to teach, and at the grade level which they are assigned to teach.
2. At the time contracts are first issued, teachers will be assigned by attendance center and/or subject area.

For elementary teachers (grades PK-5), the Board reserves the right to alter the teaching assignment.

For secondary teachers (grades 6-12), the Board reserves the right to alter subject area assignments. Such changes would only be made for subject areas in which the teacher was certificated or would be eligible for certification. If program needs and staffing called for a teacher to teach outside of a field of certification, that assignment would only be made if the teacher agreed voluntarily to take the assignment.

In any case of change in teaching assignment, that change will be communicated to the teacher in writing at the earliest possible opportunity.

3. Unless no substitute is available, regular assigned teachers will not be used as temporary substitute teachers without their consent.

In the event there is no substitute, the district will pay \$17.00 per hour for Professional Duty during plan period or class time. It is the teacher's responsibility to put any Professional Duty time into Skyward for compensation.

Teachers will not be used as classified personnel substitutes except in extreme emergencies.

4. If a teacher in the system is qualified to teach in a particular area, they should be given the opportunity to interview for that position before the Board attempts to hire a new teacher. Administrators in each building shall post notification of vacancies as soon as they become available.

ARTICLE V

COMPENSATION

A. Placement on Column

- a. On the Teacher's Salary Schedule, each vertical column shall represent an earned degree from an accredited institution of higher learning or hours of in-service credits earned beyond the degree requirements. To be eligible for a column, the teacher must have earned the degree that column specified or have earned an additional number of semester hours which that column specifies (or their equivalent in quarters or in in-service credits).
 - i. **In-Service Points for Salary Advancement (Effective August 1, 2007):**
 1. Twenty (20) approved and validated points are the equivalents of one (1) hour of college credit. (With the exception of "service to the profession".)
 2. In order to advance to the MS column and beyond, the individual must have earned a Master's degree from an accredited university or college.
 3. In-service points must be approved through the Professional Development Council and meet district, building, and/or personal goals.
 4. To qualify for horizontal movement on the salary schedule through in-service points, the individual must:
 - a. have an Individual Development Plan (IDP) on file
 - b. meet recertification guidelines
 - c. submit application for salary advancement
 - d. submit proof of the use of the materials to improve the quality of teaching (i.e. Teacher plans/student work, teacher knowledge and implementation, results of process, etc.) The PDC committee will determine forms for submitting points.
 5. No single in-service will result in more than twenty (20) PDC points towards movement on the salary schedule.
 6. All movement after the master's column may be accomplished through in-service points.
 7. District wide in-service cannot be used for salary movement.
 - a. In order to apply toward a higher salary, the hours of in-service

credits counted must be in the teaching field or in applicable professional courses or in-service workshops approved by the Board of Education or Superintendent of Schools.

- b. All teachers must have a complete and up-to-date transcript including all college hours on file in the office of the Superintendent. The transcripts must be filed before the first paycheck is issued. Any expense incurred in getting these transcripts is the responsibility of the teacher.
- c. Board requires teachers to report all hours for the current contract to be in the district office by September 1st. The board will provide a form to be completed by the teacher, for verification of successful course completion. Any hours not verified by September 1st and certified by October 31st, would not be eligible for salary movement during the current school year.

B. Placement on Step

At the time of employment each teacher shall be placed on the numbered step for which he/she qualifies. The teacher shall qualify for each year of extended leave when such leave is expressly to be so counted in Section D, Article Ten (10), Leaves.

Teachers employed in the district will be limited to move one experience step per year.

Beginning with the 2000-2001 school year, after reaching the MA+35 column, the first additional twelve (12) college credit hours will equal one-year experience if the teacher has been frozen.

C. Longevity Pay

USD 398 desires to retain quality, professional staff members who have made a long-term commitment to serving the students of Peabody-Burns USD #398 through the payment of longevity stipends. Longevity stipends shall be paid to those certified staff members who are current full time employees of the district consecutively for 5 years and beyond in the following amounts:

- Years 5 – 9 = \$500 paid annually in the September paycheck
- Years 10 – 14 = \$1000 paid annually in the September paycheck
- Years 15 – 19 = \$1500 paid annually in the September paycheck
- Years 20+ = \$2000 paid annually in the September paycheck

D. Physical Examinations

Upon employment, the Board of Education shall require all persons, whether employees of the school district or under the supervision thereof, to submit a certification of health as required by K.S.A. 72-5213.

E. Paychecks

Salary checks will be issued by the 20th of each month, unless the 20th falls on Saturday or Sunday or a school holiday. In that event, they will be issued on the last school day prior to the 20th. Each teacher's payroll record is open to that teacher at any time in the office of the Superintendent.

F. Insure Employment of Qualified Staff

In order to insure the employment of qualified staff, the administration may offer a signing bonus. The administration may place employee anywhere on the schedule deemed necessary.

G. Salary Schedule

See Appendix A

H. Re-Licensure

After being employed for a period of 5 years with USD 398, certified employees will be reimbursed their cost of their required 5-year re-certification of licensure. Reimbursement will be made upon receipt of the renewed license certification by the district clerk.

I. Part-Time & Extended Contracts

Part time teachers will receive one-eighth (1/8) of their regular salary on the salary schedule for each hour taught.

Teachers on extended contracts will receive an additional day's pay (1/190) of their regular salary for each additional day contracted.

In consideration for development of a course syllabus, assistance with enrollment, assistance with communication between the student and a post-secondary training institution, course preparation, and additional paperwork, any employee who's regularly scheduled assignment includes dual credit classes with credit issued by both the USO and any post-secondary training institution shall receive in addition to the salary schedule compensation made by the post-secondary training

institution. Such payments shall be made as directed by the post-secondary institution. No classes over and above the regular schedule will receive district compensation without written approval from the Superintendent.

J. IDL Teaching Contracts

Teachers instructing regularly scheduled classes to out-of-district schools over the ITV Network will receive a stipend of \$1000 per class per semester. In addition to the \$1000 per class per semester, an additional ten dollars per off-site student enrolled will be compensated each semester. Semester compensation will be determined and payable in November or December and April or May after enrollment confirmation.

Teachers instructing IDL classes during zero hour or planning hour will receive one-sixteenth (1/16) of their regular salary on the salary schedule per semester for each hour taught. An additional \$1000 per class per semester and ten dollars per off-site student enrolled will be determined and payable in November or December and April or May after enrollment confirmation.

All IDL Classes must have written approval from building administration and the superintendent.

K. Fringe Benefits

Defined Benefit

The Board will pay in addition to salary, a fringe benefit for certified teachers in the amount of \$716.00 per month to be applied to the cost of the district's group health insurance plan, not to exceed the employee's monthly premium cost. The fringe benefit will be payable for premiums due for September through August of a school year. A couple working for the school district can elect for one of them to take a family plan and both teachers' fringe benefit shall be applied to the family premium not to exceed full payment. A committee comprised of at least (one) board member, (one) administrator, and (two) teachers appointed by the PBFA President shall recommend to the board their selection of a health insurance plan including benefits, administrator, and insurance company. The benefit amount shall be applied to the group health benefit and carrier as selected by the board. The fringe benefit amount shall be applied to the purchase of the board's group health plan and may not be taken as cash or any other benefit. Upon termination or nonrenewal of the teacher's contract of employment for any reason all board payments of fringe benefits shall terminate on the date employment with the district ceases.

Insurance Refunds

Any insurance refunds shall first be used to reduce the cost of future insurance premiums. If, for any reason, the district receives a cash refund for group health

insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the Board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contribution. Any amount paid as a defined benefit shall be Board contribution. The employees entitled to a distribution shall be those employees participating in the district plan in the year the refund is actually received by the district.

Salary Reduction Plan

The Board shall establish a salary reduction fringe benefit plan to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement within ten (10) days of the beginning of the contractual obligations to cover all premiums for the employees selected benefits. Once the annual allocation for each selected benefit is made, the only change which will be allowed is as a result of a change in status as provided by federal statute or regulations.

Each teacher executing a salary reduction agreement for elected benefits may allocate an annual sum not to exceed the cost of the benefits selected to be used for the purchase of:

- a. Health/medical insurance
- b. Group term life insurance (\$50,000 limit)
- c. Cancer insurance
- d. Medical reimbursement
- e. Dependent care reimbursement

Any unexpended money committed by the election of the teacher for any of the salary reduction benefits that may remain at the end of the plan year shall revert to the Board of Education.

Each teacher may execute a salary reduction election once each plan year within ten (10) days of the beginning of the contractual obligations. After the annual election is made each year, the only changes which will be allowed in the election are for the fluctuations in the insurance premium amount or in the change in status as defined by the Internal Revenue Code.

In the event the health insurance carrier affording coverage to the teachers under this Article ceases issuing the coverage selected by the board, or in the event the health insurance carrier unilaterally modifies the coverage selected by the Board to a level deemed by the Board to be excessive, then, in any of those events the board shall refer the matter to the health insurance committee for a recommendation as to changing health insurance carriers, modifying the coverage purchased, and any other health insurance contract provisions with a health insurance carrier, or to do any other acts

the Board deems necessary in order to purchase on behalf of the teachers what the Board determines to be the most appropriate coverage of its teachers within the funding provided by the Board under the terms of this agreement. If the board deems it necessary to exercise its options under this provision, then the Board will schedule a meeting between the Board and association to discuss the options available, identify the concerns, and receive appropriate input prior to reaching any decision of the problem, and will provide (20) days advance notice of the meeting to the Association.

PEABODY-BURNS U.S.D. #398 TEACHER CONTRACT

This contract, made and entered into, this _____ day of _____, 20 _____, by and between the Board of Education of Unified School District No. 398, Marion County, Kansas, hereinafter called the "board" and _____ hereinafter called the "teacher."

The parties hereto agree that teacher shall be employed by the board as an employee of said Unified School District No. 398, Marion County, Kansas, for the school year 2023-2024, as defined and scheduled by the board, which shall include at least 178 duty days of teaching and other assignments, 179 days for teachers new to the district for the purpose of orientation and mentor training, as designated by the board, including, but not limited to classroom instruction at the salary of \$ _____ for said year, payable in twelve (12) equal installments, on or before the 20th day of each month, commencing, September, 2023, subject to the following terms and conditions:

1. The services to be performed by the teacher hereunder shall be as determined and assigned by the superintendent of schools, and teacher shall be subject to the policies, orders, rules and regulations of the board; however, said policies, orders, rules and regulations are not a part of this contract. The board reserves the right to transfer or reassign teacher to any other school, or to any educational project or program of the school district for which teacher is qualified.
2. This contract is contingent upon teacher being and remaining certificated during the term of employment hereunder with respect to the position for which teacher is employed as provided by law; in the event teacher shall be unable to furnish to the board and to maintain an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this contract shall be null and void, terminated and cancelled.
3. As a condition to entering or continuing employment, teacher is required to submit a certification of health signed by a licensed physician, the expense thereof to be borne by the teacher, as provided by K.S.A. 72-5213.
4. In the event the employment of teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the board.
5. In the event teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the board.
6. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereto or supplements thereto respectively, and to all other applicable United States and Kansas laws.

Base Salary: Category _ Step _ Assignment:
Building:
Subject:

Conditions: As per 2023-2024 Negotiated Agreement WITNESS OUR HANDS on the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 398 MARION COUNTY, STATE OF KANSAS

By: _____
President, Board of Education
(By Authority and Direction)

Teacher

Attest: _____
Clerk, Board of Education

TEACHER'S SUPPLEMENTAL CONTRACT FORM SUPPLEMENTAL CONTRACT

This contract, made and entered into, this ____ of _____, 2023, by and between the Board of Education of Unified School District No. 398, Marion County, Kansas, hereinafter called "board" and _____, hereinafter called "teacher."

The parties hereto agree that teacher shall be employed by the board as an employee of said Unified School District No. 398, Marion County, Kansas, for the school year 2023-2024, to perform supplemental duties as defined and scheduled by the board, including the following:

Supplemental Assignment	Salary
_____	\$ _____

The above salary shall be payable in twelve equal monthly payments commencing in September, 2023. Pursuant to K.S.A. 72-5412a, this contract is supplemental to the provisions of teacher's primary contract. WITNESS OUR HANDS on the day and year first written.

By: _____	President, Board of Education
_____	Teacher
Attest: _____	Clerk, Board of Education

NOTE: The employee may be subject to criminal history records check as required by law. Any offer of employment is provisional, subject to termination by the board without further proceedings and without reference to any other law or contractual agreement or provision, if the results of the criminal history records check reveal that the teacher has been convicted of any offenses specified in law.

ARTICLE VI

EVALUATION

A. Philosophy

The Board of Education, the certified staff, and the patrons of U.S.D. #398 are committed to the continuation of the district's strong educational program. An effective teacher evaluation system that focuses on the improvement of instruction is an important component of this instructional program. Further, the school system has the responsibility to improve and enrich student learning through the development of effective teaching techniques. Effective evaluation is a continuous, constructive and cooperative experience between the evaluator and the teacher, with the evaluator assisting teachers in improving their professional performance.

B. Purpose

The primary purpose of professional evaluation is the improvement of instruction and the learning experiences of students. Secondary purposes are the promotion of professional growth and the fulfillment of local and state requirements as set forth herein and as mandated by Kansas statute.

C. Criteria

For all teaching certificated staff, the evaluation shall relate to the criteria as outlined in board policy. This criteria will be presented to all teachers prior to the current school year.

A team of two board members, one administrator, and two members of the representative teacher organization will meet, review, and make recommendations to the board for changes as needed.

D. General Evaluation Procedure

1. Evaluations will be based on Supporting Effective Instruction and Leadership. The evaluation and support system being implemented by the state of Kansas, and being met through the McREL Evaluation Program support systems requires that the evaluations:
 - i. Are used for continual improvement of instruction
 - ii. Use at least 3 performance levels
 - iii. Use multiple measures including student growth as a factor
 - iv. Are used to evaluate personnel for improvement of student learning

2. Evaluations for the certified teaching staff will be conducted by each building administrator and/or superintendent.
3. Before September 20 each year the building principal shall meet with all teachers, unless excused by the principal, to inform them of the evaluation procedure as outlined herein. This should be done at an informal meeting and all questions of evaluating form, criteria, and methods should be explained at this time. Mutual understanding and respect between teachers and principal may thusly be facilitated. The observations themselves may be conducted on an unannounced basis.
4. All observations of the work performance of a teacher will be conducted openly and with the full, but not necessarily prior knowledge of the teacher being evaluated. The use of eavesdropping, cameras, public address or audio systems, hearsay evidence, or similar surveillance devices are strictly prohibited for the use in the evaluation process.
5. The evaluator may have access to and may review previous evaluations as allowed by K.S.A. 72- 9005.
6. The building principal to which the evaluated teacher is assigned shall review the evaluation in consultation with the evaluated teacher. The evaluator, if other than the principal of the building, shall be present during the conference if the evaluating teacher so desires. The teacher's signature upon his/her evaluation is required at the time the evaluation is presented, but does not necessarily constitute approval of such evaluation.
7. The evaluated teacher shall have the right to attach written remarks/statements setting forth his/her views of the evaluation not later than 10 school days after the formal evaluation. All remarks and addendums by the evaluated teacher must be made upon the original evaluation document or subsequent attached sheets, and the existence of such sheets will be properly noted on the original evaluation document. Signatures of both the evaluator and evaluated teacher will be affixed to these remarks/statements.
8. The evaluated teacher shall receive a signed copy of the evaluation report.
9. The building principal shall hand deliver all evaluations conducted within the building to the chief administrative officer of Unified School District No. 398, who will review such evaluation, and cause it to be placed in the personnel file of the evaluated staff member. One file shall be kept by the building principal and a duplicate file by the Superintendent.
10. Every teacher or administrator shall have the right upon request to review the non-confidential contents of both of his/her files and to include written statements and/or items of his/her choice. They will also have the right to make copies of any documents

therein other than those of a confidential nature, compiled prior to employment in Unified School District No. 398.

E. Security of Evaluation Documents

It shall be the responsibility of each building principal and the Superintendent of schools to maintain the security of all evaluation documents to the end that the provisions of Kansas law relative to access to evaluation documents may be fully and completely observed. Evaluation documents will be maintained in a personal file for each employee for a period of not less than three (3) years from the date each evaluation is made.

All evaluation documents shall be considered confidential and shall be available as specified by K.S.A. 72-9005 which reads as follows: EVALUATION DOCUMENTS: PRESENTATION TO EMPLOYEE; ACKNOWLEDGEMENT; LIMITED AVAILABILITY. Whenever any evaluation is made of an employee, the written document thereof shall be presented to the employee, and the employee shall acknowledge such presentation by his or her signature thereon. At any time not later than two (2) weeks after such presentation, the employee may respond thereto in writing. Except by order of a court of competent jurisdiction evaluation documents and responses thereto shall be available only to the evaluated employee, the board, the appropriate administrative staff members designated by the board, the school board attorney upon request of the board, the state board of education as provided in K.S.A. 72-7515, the board and administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to his or her board.

F. Evaluation of Teachers

1. Evaluation and observation of teachers in Unified School District No. 398 shall be for the purpose of assisting the teacher in attaining further professional growth and to ensure that the teacher continues to meet the high standards required of a career teacher.
2. Using the Teacher Evaluation Rubric, the teacher shall rate his or her own performance at the beginning of the year and reflect on his or her performance at the end of the year. Before the first formal observation, the principal will meet with the teacher to discuss the teacher's self-assessment.
3. Formal observations should last as long as 45 minutes or an entire class period.
4. Formal observations of first- and second-year teachers shall be three times a year in conjunction with two formal evaluations, with at least once per semester but not later than the 60th school day of the semester. Formal evaluations of teachers of three and

four consecutive years shall be annually. During the year there will be at least three observations, with one in conjunction with a formal evaluation completed by February 15th • Any employee who is not employed for the entire semester shall not be required to be evaluated.

5. Formal evaluations of teachers of three-four consecutive years shall be annually. During the year there will be at least three observations, with one in conjunction with a formal evaluation completed by February 15th • Any employee who is not employed for the entire semester shall not be required to be evaluated.
6. Formal evaluations of teachers of five or more consecutive years shall be every three years minimum. During the official evaluation year there will be at least three evaluations, with one being a formal evaluation completed by February 15th. Any employee who is not employed for the entire semester shall not be required to be evaluated.
7. Any employee who is not employed for the entire semester shall not be required to be evaluated.
8. After the completion of each summary evaluation, the building administrator shall submit the evaluation to the Superintendent of schools of Unified School District No. 398 for each teacher under his/her supervision. A copy of each summary evaluation will be provided to the teacher within 10 school days.
9. Prior to the end of the school year, and no later than the first Monday in May, the principal shall conduct a conference with the teacher to discuss the teacher's self-assessment and their Professional Development Plan.
- 10.
11. After the completion of each formal evaluation, the building principal shall submit the evaluation to the Superintendent of schools of Unified School District No. 398 for each teacher under his/her supervision. A copy of each formal evaluation will be provided to the teacher within 10 school days.
12. Prior to the end of the school year, and no later than the first Monday in May, the principal shall conduct a conference with the teacher to discuss the teacher's self-assessment and the teachers Professional Development Plan.

G. Professional Development Plans

1. Individual Professional Development Plans

- a. Teachers who are rated at least Proficient on all standards will develop an Individual Professional Development Plan designed to improve performance on

specifically identified standards and elements.

2. *Monitored Professional Development Plans*

- a. A teacher shall be placed on a Monitored Professional Development Plan whenever he/she:
 - i. Is rated Developing on one or more standards on the Teacher Summary Rating Form; and
 - ii. is not recommended for dismissal, demotion or non-renewal.

A monitored Professional Development Plan will, at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities the teacher should undertake to achieve *Proficiency*, and a timeline which allows the teacher one school year to achieve *Proficiency*.

3. *Directed Professional Development Plans*

A teacher shall be placed on a Directed Professional Plan whenever he/she;

Is rated

- i. Not Demonstrated on any standard on the Teacher Summary Rating Form; or
- ii. Developing on one or more standards on the Teacher Summary Rating Form for two sequential years; and
- iii. Is not recommended for dismissal, demotion, or non-renewal.

The Directed Professional Development Plan will, at a minimum, identify standards and elements to be improved, the goals to be accomplished, and the activities the teacher should undertake to achieve *Proficiency*, and a timeline for achieving Proficiency within one school year of less.

H. Informal Evaluations

These policies do not preclude informal conferences or observations between teacher and colleague or supervisor.

I. Standard Forms for Evaluation

Evaluation forms shall be standardized throughout Unified School District No. 398 and shall be made a part of the comprehensive contract.

The building principal is charged with the responsibility of discussing teacher evaluation forms and procedures with his/her staff in the in-service workshop

preceding the school year.

J. Termination of Employment

1. Notification of intended termination of employment shall be given in writing on or before the third Friday in May. Teachers must notify the board of their intent to not return on or before 14 calendars days.
2. With regard to termination of employment of all personnel as set forth in this policy, the following shall apply:
 - a. The teacher has the rights and privileges granted by K.S.A. 72-5437 to 72-5446 and all other applicable laws.

K. Annual Review

Both the USD 398 Board of Education and the Peabody-Bums Faculty Association agree to revisit Article VI - Evaluation including the evaluation instrument and observation process each year during negotiations. Items to be reviewed for possible changes include: evaluation and observation forms, observation protocols, number of required observations, and indicators listed on observation and evaluation forms.

ARTICLE VII

TEACHER MENTOR PROGRAM

Purpose

The district administration will provide a mentoring program and new teacher induction program to promote professional excellence and generate higher student outcomes within our district.

Confidentiality Clause

The mentor program is designed to promote positive rapport amongst teachers, all observations and conferences between the mentor and mentee are to be held in the strictest confidence. Mentors will not divulge information about a mentee to any party including administration or school board members without that mentee's permission, except in the case where the mentor believes that divulging information is necessary to protect the students, staff or school operation. The refusal to allow sharing of information by the mentor shall not cause negative formal or informal evaluation of the mentors.

ARTICLE VIII

TEACHER DISCIPLINE

The Association recognizes the right of the Board to discipline its teachers. Discipline shall be progressive and shall be for just cause.

A teacher who violates a Board policy shall be subject to discipline in the following progressive steps unless the severity of the violation warrants accelerated action:

1. At least one verbal warning of the violation.
2. At least one written warning of the violation.
3. Written reprimand with a personal conference outlining possible further consequences.
4. Suspension with pay for a number of days commensurate with the policy violation.
5. Suspension without pay for a number of days commensurate with the policy violation.

General Provisions:

Within three (3) working days of the warning or reprimand, all verbal or written warnings and reprimands will be accompanied by a copy of the policy violated.

If no further violations of a given policy occur, all written documentation will be removed from any district files by teacher request at the end of three years.

All disciplinary matters are confidential.

A teacher's evaluation may not be used as a disciplinary tool. Dismissal for cause will be governed by K.S.A. 72-5436 et. seq.

The teacher may object to any discipline by using the grievance procedure.

ARTICLE IX

DUE PROCESS

The Board of Education will follow the procedure outlined in K.S.A. 72-5436 through 72-5447 in granting due process to released teachers.

ARTICLE X

GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 398 at the lowest level.

Procedures

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the aggrieved person and the person or persons by whom his/her grievance is being considered.

LEVEL I

An aggrieved person shall first take up his/her grievance with his/her immediate administrative superior in private informal conference. Every effort shall be made to adjust the grievance in an informal manner. An aggrieved person shall have ten (10) school days from the occurrence of an action or decision which instigates his/her grievance to present his/her grievance in the first stage of Level I procedures.

If the aggrieved person is dissatisfied with the outcome of the initial private conference, he/she may request a formal conference with his/her immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

LEVEL II

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or in the event that no decision is reached within ten (10) days after the presentation of the grievance, he/she may appeal the matter in writing to the Superintendent.

If the aggrieved person does not appeal the grievance to the Superintendent within thirty (30) days after the formal conference at Level I, the appeal of the grievance shall automatically be waived.

LEVEL III

If the grievance is not adjusted to the satisfaction of the aggrieved person or if no decision is made thereof within twenty (20) days after the date the grievance was filed with the Superintendent or his/her designated representative under Level IT, then the aggrieved person may appeal the grievance to the Board for the purpose of final adjustment of the grievance by submitting a written request to the Clerk of the Board within ten (10) days after the superintendent or his/her designated representative has rendered a decision or after the expiration of said twenty (20) days.

The Board shall within thirty (30) days after receipt of the written request, meet and confer with the aggrieved person and render a decision to be submitted to the aggrieved person in writing which will be the final disposition of the grievance by the Board and the aggrieved person shall be advised as to his/her right of appeal.

Other Conditions

All individuals involved, and all others who might contribute to the adjustment of a grievance, are authorized to testify with full assurance that no reprisal will follow because of such participation.

Upon settlement of the grievance, all records shall be kept on file.

After the initial private conference with the immediate administrative superior, the aggrieved person may be accompanied by others or represented by legal counsel.

All grievance hearings shall be confidential.

All discussions and hearings shall be conducted at times other than when school is in session.

Only the employee affected may file a grievance or appeal from Levels I and IT.

The filing of a grievance at all levels shall be in writing and shall be specific as to the nature of the complaint.

ARTICLE XII

LEAVES

Universal Leave

On the first day of the contract, each teacher shall be credited with sixteen (16) days of “universal leave” with full pay. Universal leave includes days that were formerly termed sick leave or personal leave. Other than an illness or leave to attend an immediate family members funeral, any universal leave time of two or more consecutive days must be pre-approved by both the building principal and the superintendent. The term immediate family members include, spouse, domestic partner, children, step-children, foster children, parents, siblings, grandchildren, grandparents, parents and grandparents of spouse/domestic partner). If universal leave is due to illness for three or more consecutive days, a doctor’s verification of the illness will be required. Incremental use of leave days may be taken in one (1) hour increments. Teachers may accumulate leave, previously referred to as sick days, from year to year to a maximum of 75 days.

If universal leave is over two (2) consecutive days, the employee must take a reduction in pay (at 1/190 of their salary) for the additional time away from the job, unless approved by the building principal and superintendent. If regular school is cancelled and the employee is on leave, the employee will not forfeit that day.

Leave shall be subject to the following limitations. Exceptions must be in writing and submitted to the building principal **and** superintendent for approval:

- a. Any leave in excess of two (2) days must be approved in writing by the building principal and superintendent at least twenty-four (24) hours in advance. In case of emergency, the superintendent may waive prior notification. In the event a request for personal leave is denied, notice will be given to the teacher promptly. If leave is denied, the employee must take a reduction in pay (1/190 of their salary) for the additional time away from the job.
- b. If regular school is cancelled and the employee is on leave, the employee will not forfeit that day.
- c. Leave may not be denied solely on request for professional association leave. (NEA, KNEA, lobbying, etc.)
- d. Leave may not be taken during the first two weeks of school or the final two (2) weeks of school without the authorization of the building principal and superintendent.
- e. Leave cannot be taken the day before a vacation begins, nor on the day after a vacation period ends.
- f. Leave cannot be taken on days scheduled for district in-service/staff development.
- g. Leave cannot be taken on days scheduled for Parent/Teacher Conferences.

- h. Leave cannot be taken on special days such as days scheduled for class field trips, fun days, etc.
- i. Leave cannot be taken on days designated on the official school calendar as make up days lost because of inclement weather.
- j. Superintendent may grant leave in exception to the above policies under extenuating circumstances.
- k. Beginning with the 2009-2010 school year, the district will pay each teacher \$50.00 per day for unused universal days or \$75.00 per unused universal day to be used toward college tuition once a teacher has reached the 75-day maximum. Notification of intent to the clerk must be completed on or before June 15th of each year. A transcript or grade card that indicates that the course(s) were successfully completed with a passing grade must be submitted to the clerk of the board in order to receive payment for tuition. Course content must be related to the teacher's field of teaching or related to current school improvement initiatives and must be pre-approved by the superintendent.

Salary Deduction – Whenever a teacher is absent from work for reasons other than those covered by universal leave and/or other approved reasons, there shall be a deduction made for each day of absence at the teacher's daily salary rate. This deduction will be made whether a substitute is hired or not.

The basis for arriving at salary deductions for absences in excess of leave and for that not covered by other policy shall be at the rate of 1/190 of the annual salary.

Wellness Days - In the event an employee uses less than three days of universal leave in one school year, that employee will be awarded two (2) "wellness days" the following school year. A substitute teacher will be hired for the wellness day to allow the deserving teacher time away from normal teaching routine to work on other educational projects or the employee may choose to be paid for the days. Beginning with the 2009-2010 school year, the district will pay each qualifying teacher \$100.00 per day for wellness days or \$200.00 per wellness days to be used toward college tuition. A transcript or grade card that indicates that the course(s) were successfully completed with a passing grade must be submitted to the clerk of the board in order to receive payment for tuition. Course content must be related to the teacher's field of teaching or related to current school improvement initiatives and must be pre-approved by the superintendent. The Central Office will notify each recipient at the beginning of each school year. A maximum of two (2) faculty members per learning center can use the same wellness day and all requests must be submitted for administrative approval at least three (3) days in advance.

Teachers will be reimbursed \$20.00 a day for any unused universal leave, up to the 75-day maximum, upon retirement and ending employment with the district.

Sick Leave Bank

ARTICLE 29

A Sick Leave Bank for all full-time certified and classified employees of Peabody-Burns U.S.D. #398 shall be established. (Full-time meaning 35 hours or more per week for this bank.)

The Bank Screening Committee shall be established when an application is filed. The committee will consist of one person from each area: administration, elementary school certified staff, junior/senior high certified staff, and classified staff.

The Sick Leave Bank shall consist of a number of sick leave days contributed by the employees for the purpose of extending sick leave in cases of unavoidable surgery or medical treatment or serious and extended illness of the employee. The sick leave bank shall not be used to extend leave for pregnancy or for well-baby care. The days shall be drawn from individual sick leave accumulations and contributed at the rate of one day per employee for the first year of membership. Contributions shall continue annually until the maximum number of days is reached. Contributions thereafter will be determined by the sick leave screening board when the number of days in the bank falls to the minimum of 60 days.

The Sick Leave Bank shall accumulate days to a maximum of 120 days.

Membership in the Bank is voluntary. One day contributions must be made to the Sick Leave Bank by August 31 of the current school year. Employees who join after the pool is started (2000-2001 school year) must donate two (2) days the first year of membership. New employees may join their first year of employment by donating one (1) day.

Leave from the bank may be drawn only after contributing, and the request must be made in writing by the member.

No member can draw more than thirty teaching days from the Sick Leave Bank per school year.

Decisions of the Bank Screening Committee are final and may not be appealed. All decisions of the board are to be in writing and given to the superintendent.

Family Loan Option

If none of the above options apply, a member of the sick leave bank may apply for a Family Loan. The criteria for the Family Loan is as follows:

A member of the sick leave bank can apply for a loan of three days from the bank for unavoidable situations of the following nature: hospitalization and recovery, terminal illness or death of a family member or spouse's parents. This leave must meet committee approval and will only be available if all other leave has been exhausted. These days will be paid back the following year by reduction of annual sick leave or be docked in pay (1/190 of contract for each day borrowed) if the member leaves or is terminated that year.

Professional Improvement Leave

ARTICLE30

It shall be a policy of the Board of Education to encourage participation in professional activities on the part of the employees, so long as such participation is deemed beneficial to the program of instruction. Professional leave may be used to attend professional conferences, in-service workshops, and/or professional organization meetings in the employee's teaching field, or for visitation in similar classroom situations.

Substitutes will be paid by the Board during these absences, if prior permission has been obtained. If financially feasible, the Board will support professional in-service activities. All applications must be submitted to the administration for approval.

Teachers requesting professional leaves will be granted on the following basis:

All teachers will be given equal opportunity to use professional leave.

If a conflict arises relative to a particular day or a specific event, the building administrator will make the final decision based on one of the following:

individual teacher need or interest; teacher membership in the professional organization in the employee's teaching field or; first come-first served basis.

Leaves for more than one teacher will be based upon the availability of quality substitute teachers.

The board will consider attendance at regional or national conventions as part of the in-service program. All applications must be submitted to the Superintendent for approval.

Visitation of other teachers in similar classroom situations is encouraged as a part of professional improvements. Visitation is subject to approval of the administration.

Professional Improvement Leave to Obtain an Advanced Degree

Teachers with 3 years' experience are eligible for this program. Teachers who are recommended for non-advancement on salary schedule are not eligible. Three days of professional improvement leave will be allowed for use in this program. No other professional days will be allowed for those teachers using this program.

In order to use professional improvement, leave to attend college courses, the course must only be offered during the school year and not during evening or summer sessions. The course must be in pursuit of an advanced degree. A maximum of three (3) teachers will be allowed to use professional improvement leave to attend college courses during any given semester.

Sabbatical Leave

The Board may consider requests for leaves if the following requirements are met:

The employee shall have been employed by the district for at least six consecutive years.

Such leaves shall be for the improvement of the instructional program of the individual. The employee will agree to return for at least one year after the conclusion of the leave. Leave is not to exceed one year. Upon return, the teacher shall be granted one step on the salary schedule for a sabbatical leave.

Extended Leaves of Absence

Teachers are entitled, subject to approval of the Board and in compliance with the Family and Medical Leave Act, to extended leaves (e.g. professional improvement, health, maternity, and adoption, etc.). The length of each extended leave shall be established by the Board after reviewing the request of the teacher. No extended leave shall be considered a termination of employment. Extended leaves shall be subject to the following provisions. A teacher shall:

- Receive no salary from U.S.D. #398 when on extended leave.
- Retain, during the extended leave, accumulated sick leave days but will not receive credit for any additional sick leave days.
- Retain membership, if so desired, in the group insurance plan during extended leave for the period of time allowable by the insurance company. Arrangements for payment of premiums must be made in advance with the Superintendent.
- Be reassigned in a regular position which is at least comparable to the one held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of the school year, the effective date of return shall be subject to a vacancy for which the instructor is qualified. If the date of return from extended leave is the beginning of the school year, the assignment shall be assured, providing the instructor notifies the Superintendent on or before March 10 of intention to return.
- Prior to resuming duties on return from an extended leave for maternity or health, present to the Superintendent a statement from a physician that the instructor is physically able to resume normal duties required of assignment. Application for extended leaves shall be made as soon as the instructor is aware that the leave is necessary. All applications for extended leaves of absence shall be made to the Superintendent of schools. Any teacher who requests and receives an extended leave of absence for reasons other than professional improvement for more than one semester in a school year will not receive a year's experience on the salary schedule.

Jury Duty

Any employee called for jury duty shall be granted a leave of absence for such purpose until discharged by the court. No deduction of salary shall be made during the period of jury duty; provided, however, that jury duty pay, except reimbursement for mileage and sustenance, shall be paid to the District.

~~ARTICLE XI~~ ARTICLE XII

PAYROLL DEDUCTIONS

Upon written authorization from the teacher, the Board shall make payroll deductions as specified by law or as requested by individual employees.

1. Association Dues

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twelfth of such dues from the regular salary check of the teacher each month for the twelve (12) months, beginning in September and ending in August each contract year. Any balance due upon the teacher's termination of employment shall be deducted from such teacher's final check. Prior authorization existing on the effective date of this agreement shall continue in full force and effect into this and successive agreements unless and until revoked by the teacher.

2. T.S.A.'s

Annuities - American Fidelity, Security Benefit Life, and Ameriprise Financial are the recognized carriers for U.S.D. #398. All future companies will need to be added through the negotiation process with a requirement that a minimum of three employees wish coverage.

3. Disability Income:

American Fidelity and Security Benefit Life are the recognized carriers.

Cafeteria Section 125 - Salary Reduction Plan

Authorized items within the plan include:

1. Health Insurance:
2. ESSDACK Blue Cross/Blue Shield is the recognized carrier.

3. Group Life Insurance:
4. American Fidelity and Security Benefit Life are the recognized carriers.

5. Cancer Insurance:
6. American Fidelity and Security Benefit Life are the recognized carriers.
7. Dependent Care Reimbursement - total amount withheld from October through September
8. Medical Reimbursement - total amount withheld from October through September
9. Dental Insurance - Security Benefit

~~ARTICLE E33~~ ARTICLE XIII

PROFESSIONAL WORK DAY, WORK WEEK, AND WORK YEAR

Professional Work Day

Teachers are professional people and thus are allowed to plan their work activities in accordance with their own schedule. The normal work day for teachers will be eight (8) hours as determined and scheduled by the board. Every effort shall be made for each teacher to have a period of at least forty (40) minutes daily for a planning period with no block of time less than fifteen (15) minutes in length.

Teacher Work Days may be on a Flex Time Schedule with administrative approval. All required time and responsibilities being fulfilled on the designated day.

Teachers should dress professional.

Teachers will be allowed to trade or take supervisory duties for other teachers.

Lunchroom supervision duty will receive lunch free of charge. No monetary compensation will be provided those teachers choosing not to eat.

Breakfast duty will receive free breakfast.

Work Week

The work week is limited to Monday through Friday of each week except by general agreement of the teachers.

Exceptions to the above will be holidays, vacations, and/or such time as school is not in session as set forth on the school calendar.

Work Year

The contract will be 190 days in length, 191 days for teachers new to the district for the purpose of orientation and mentor training. Mentors assigned to this day will be reimbursed at curriculum rate. The number of teaching days will be determined each year by the administration with no specific in-service days. One workday at the end of each semester will be allowed. If at all possible, 1/2-day work day will be considered at the end of each nine weeks.

While the final adoption of the school calendar is the responsibility of the Board of Education, it is agreed that professional employees may submit recommendations regarding its context. A spring vacation will be scheduled. It will be scheduled at the end of the third nine weeks if at all possible.

Addendum

ARTICLE 34

Beginning with the 2009-2010 school year, the Board of Education of USD 398 Peabody-Burns may, at its discretion, choose to lengthen or shorten the professional work day as long as it lengthens or shortens the work year by a commensurate number of hours. The Professional work day, has previously been defined as eight (8) hours and the work year has been previously defined as 190 days in length (191 days in length for teachers that are new to the district).

8 hours x 190 days = 1520 hours

8 hours x 191 days = 1528 hours for teachers that are new to the district.

The board may lengthen the professional work day and shorten the work year or shorten the professional work day and lengthen the work year as long as the number of work hours does not exceed 1520 hours (1528 hours for teachers that are new to the district).

ARTICLE XIV

ACTIVITIES OF THE SCHOOL

Activity Passes

Complimentary activity passes shall be provided for all certified school personnel and their families. Children will not be admitted on complimentary passes after graduation from high school. These passes will provide admittance to all elementary, junior high and senior high events. Meals served at any event are not covered by passes. These passes are not transferable. Any event sponsored by the K.S.H.S.A.A. is not included.

ARTICLE XV

GRADING SYSTEM

The nine weeks grading system shall be in effect for the schools of USD #398. A formal parent-teacher conference will be held during the first semester for all students. A formal parent-teacher conference may be scheduled during the second semester for all students as so directed by the board.

Reports on students are to be sent to the parents at intervals, determined by the administration, during each nine week grading period.

ARTICLE XVI

RETIREMENT

All teachers are covered by the provisions of the Kansas Public Employees Retirement System and the amount provided by law shall be withheld from their pay.

EARLY RETIREMENT POLICY

Philosophy Statement

The primary purpose of the early retirement program is to maintain the best possible level of instruction and provide top services for the students and patrons of the district. Secondary purposes of the program are to reward teachers for their service to the district, to enhance the benefits of employment in the district and to facilitate the necessary and/or desirable early retirement of teachers.

Regulations and Guidelines

Eligibility

All teachers are eligible for early retirement if such teacher has served;

Option 1 - a minimum of eleven (11) years of service in U.S.D. #398, is not less than 60 years of age and not more than 64 years of age, has an additional 9 years of employment in U.S.D. #398 OR another Kansas school district, and the last 11 years prior to retirement has been employed at U.S.D. #398.

Option 2 - a minimum of thirty (30) years of service in U.S.D. #398 and meets KPERS retirement guidelines in conjunction with U.S.D. #398 retirement policy guidelines, with the exception of age.

Application

A teacher may apply for early retirement by giving written notice to the Superintendent. Such written notice shall be given on or before March 1 on any year preceding the anticipated retirement date. Retirement date is to be considered the following school fiscal year. Following final action by the Board of Education on any application for early retirement, the Superintendent shall notify the applicant, in writing, of the final disposition and the date and amount of the annual early benefits to be paid. See Appendix B.

Benefits

ARTICLE36

An eligible teacher who takes early retirement will be entitled to receive annually from the school district a sum of money (early retirement benefit) equal to 15% or 17.5% of the single highest yearly salary earned by the teacher while working for U.S.D. #398 i.e. this sum will be the end-of-year gross salary figure. Gross salary shall be defined as the primary contract, whether 9 month or extended contract, EXCLUDING any supplement and/or extra duty pay.

Rate of Structure

Index Factor

15% -- Those teachers having at least 11 years in district, plus 9 other eligible years or a teacher having worked for U.S.D. #398 for at least 20 years, but less than 25 years.

17.5% -- Those teachers having at least 20 years in district plus 5 other eligible years or a teacher having worked for U.S.D. #398 for 25 years or more.

Terms and Conditions

Any applicant meeting the requirements shall be granted such benefits by the Board of Education.

If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect.

A teacher who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.

If a teacher retires at the age of 60, he/she will receive a maximum of 60 checks (5 years' benefits) paid to a U.S.D. #398 403(b) Post Funding Retirement Account and follow the 403(b) Guidelines.

61-- 48 payments (4 years)

62-- 36 payments (3 years)

63-- 24 payments (2 years)

64-- 12 payments (1 year)

Teachers must have reached their qualifying age stipulation prior to September 1 on any given year.

ARTICLE37

All retirees will receive their 403b payment beginning in the month of September on the district's regular selected payday. All remaining payments made on the regular monthly payroll dates.

Eligibility for early retirement will be determined by the Central Office. A teacher applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility. The form for application will be provided by the Central Office. See Appendix B.

Insurance coverage will be provided as state statutes allow, and to those retiring who have been employed by U.S.D. #398 for at least 10 years.

U.S.D. #398 Board of Education will allow any retiree to remain a part of the existing group plan until said employee becomes 65 years of age. The retiree will have to pay for his/her monthly premiums. In the event the current staff would opt to change to a different company or change deductible, the retiree would have the option of continuing with this new group plan or new company, but would not be permitted to vote on any changes.

Any teacher retiring under this policy will forfeit his/her benefits should that teacher enter into contractual agreement with any unified school district in Kansas after retirement.

Early Resignation Notice

In the event a teacher decides to leave the employment of USD 398, special compensation will be paid based on the following time schedule;

Resignation letter on or before February 1	\$850
Resignation letter on or before March 1	\$600
Resignation letter on or before April 1	\$350

In the event a teacher decides to leave Employment of USD #398 after June 1st, the Following fee will be applied:

Resignation letter after June 1	\$500 fee
Resignation letter after July 1	\$1000 fee

Note:

- 1) State law provides that the non-renewal date is on or before the third Friday in May. Teachers must notify the board on or before 14 calendar days later.
- 2) This compensation does not apply to non-renewed and/or RIF'd teachers.
- 3) A certified employee that resigns after June 5th will forfeit their September Insurance premium.

ARTICLE38

ARTICLE XVII

BOARD MEETINGS

The Board shall make available to the teachers' association copies of the agenda prior to each board meeting. This agenda shall be sent to each of the attendance centers in the care of the teachers' association building representative and one copy to the president of the teachers' association.

ARTICLE XVII

FACULTY MEETINGS

Faculty meetings are held for the purpose of dealing with problems and discussing situations that involve most faculty members. Items dealing with individuals or small groups are to be dealt with on that basis. Attendance at faculty meetings is mandatory. Failure of staff members to attend and be punctual will be considered a non-compliance with an administrative directive and the staff member will receive a written reprimand. Staff members that have been assigned essential duties will be excused from faculty meetings without prior written notice. Minor problems or announcements should be disposed of by means of a special faculty bulletin. When it becomes necessary to have building faculty meetings, the meetings will be a maximum of 45 minutes before classes begin or 45 minutes after classes end. It is recommended that principals limit the number of faculty meetings to one per month of school. However, it is the responsibility of the principals to determine the number required.

In order to make effective use of faculty meeting time, principals or other persons requesting faculty meeting time will give **24** hour advance notice and prepare an agenda and have it in the hands of those expected to be present 24 hours prior to the start of the meeting, last minute items may be added. Meetings that are not completed may be carried over without the 24 hour notice. In case of emergency the **24** hour advance notice and 24 hour agenda will be waived. The administration must notify staff of any non-scheduled meetings. Teachers not receiving notification of the meeting will be excused.

In order to handle any problems or grievances concerning faculty meetings, teachers in each building shall appoint a committee whose duty it will be to speak to the building principal concerning the situation. If they fail to get satisfaction at the building level, they will be free to pursue the problem up the chain of command.

ARTICLE39

ARTICLE XIX

TEACHERS' LESSON PLANS

Teachers are highly trained professionals who are specialists in a field of work thus the matter of planning daily details of a program or course of study should be left to them individually. The school has a responsibility to meet the needs of the students and the community. Therefore, upon careful consideration of U.S.D. #398's approved curriculum, teachers shall prepare weekly lesson plans and have them available to view or copy at the building administrator's request.

In cases where the building principal, after a formal classroom visitation and review of weekly lesson plans, feels a daily lesson plan would be helpful to an individual teachers' classroom organization and presentation, he/she may request such plan to be turned into his/her office on a weekly or daily basis. In the event that such a request is made, the building principal and teacher shall go over the plans together in the hope of finding ways to help the teacher make better use of his/her time. When, in the opinion of the principal, the teacher has developed the required level of competency, the teacher will revert back to weekly lesson plans.

ARTICLE XX

BOARD'S RIGHTS

The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States. The Board retains the right to make decisions on all items not covered by the agreement whether or not such items would otherwise be considered to be mandatorily negotiable.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and laws of the State of Kansas and the Constitution of the United States.

ARTICLE XL
ARTICLE XXI

REDUCTION IN FORCE PROCEDURE

The Board of Education shall base its decision on which teachers to retain on the following sequential criteria. Only in the event that all factors are equal after Step #3 will Step #4 be applied.

Non tenured teachers teaching in the subject area or grade area to be reduced, shall be the first teacher or teachers to be non-renewed for the following school year.

If a further reduction of staff is determined by the Board, the teaching certification, skills, and evaluations of all teachers will be considered. The Board shall first retain those teachers possessing the certification and assignments that the Board of Education determines are needed in the district.

Assessment of performance.

Continuous years of service with the district in the specific teaching assignment.

Within ten (10) calendar days after receiving notice of termination, the teachers may request to have their names placed on a notification list. Such names shall remain on the list for a period of one year and will be removed during that time only upon a teacher's written request or upon a teacher's failure to accept a position that has been offered. It shall be the teacher's responsibility to keep a current address and telephone number on the list.

Re-employed teachers who have been terminated due to a reduction-in-force shall retain all benefits earned at the time of the reduction and not withdrawn from U.S.D. #398, and shall be returned to the salary schedule.

ARTICLE XX1I

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective September, 2023 having been ratified by a majority of the members of the Board and a majority of the members of the teachers' association.

THIS AGREEMENT shall continue in full force and effect to and including July 1, 2024 and thereafter for successive one (1) year periods, unless written notice to amend is given by either party to the other not later than February 1 immediately preceding the expiration date, pursuant to K.S.A. 72-5423.

PEABODY-BURNS FACILTY ASSOCIATION

EDUCATION

President

President

Secretary-Treasurer

Board Clerk

Chief Negotiator

Chief Negotiator

Negotiating Team

Member

Negotiating Team

Member

Negotiating Team

Member

Negotiating Team

Member

Member

Member

PEABODY-BURNS U.S.D. #398 BOARD OF

APPENDIX A

PEABODY-BURNS UNIFIED SCHOOL DISTRICT NO. 398 SALARY SCHEDULE 2023-24

STEP	BA	BA + 9	BA + 18	BA + 27	BA + 35	MA	MA + 12	MA + 24	MA + 35
1	40,000.00	40,250.00	40,550.00	40,900.00	41,300.00	41,800.00	42,200.00	42,600.00	\$43,000.00
2	40,410.00	40,660.00	40,960.00	41,320.00	41,730.00	42,230.00	42,630.00	43,040.00	\$43,450.00
3	40,820.00	41,080.00	41,380.00	41,750.00	42,160.00	42,660.00	43,070.00	43,490.00	\$43,900.00
4	41,240.00	41,500.00	41,810.00	42,180.00	42,600.00	43,100.00	43,520.00	43,940.00	\$44,360.00
5	41,670.00	41,930.00	42,250.00	42,620.00	43,050.00	43,550.00	43,980.00	44,400.00	\$44,830.00
6	42,100.00	42,370.00	42,690.00	43,070.00	43,510.00	44,010.00	44,440.00	44,870.00	\$45,310.00
7	42,540.00	42,810.00	43,140.00	43,530.00	43,970.00	44,470.00	44,910.00	45,350.00	\$45,790.00
8	42,990.00	43,260.00	43,600.00	43,990.00	44,440.00	44,940.00	45,390.00	45,830.00	\$46,280.00
9	43,440.00	43,720.00	44,060.00	44,460.00	44,920.00	45,420.00	45,880.00	46,320.00	\$46,780.00
10		44,180.00	44,530.00	44,940.00	45,410.00	45,910.00	46,370.00	46,820.00	\$47,290.00
11			45,010.00	45,430.00	45,900.00	46,400.00	46,870.00	47,330.00	\$47,810.00
12			45,500.00	45,920.00	46,400.00	46,900.00	47,380.00	47,850.00	\$48,340.00
13			45,990.00	46,420.00	46,910.00	47,410.00	47,900.00	48,380.00	\$48,870.00
14				46,930.00	47,430.00	47,930.00	48,430.00	48,910.00	\$49,410.00
15				47,440.00	47,960.00	48,460.00	48,970.00	49,450.00	\$49,960.00
16					48,500.00	49,000.00	49,510.00	50,000.00	\$50,520.00
17					49,040.00	49,540.00	50,060.00	50,560.00	\$51,090.00
18					49,590.00	50,090.00	50,620.00	51,130.00	\$51,670.00
19							51,180.00	51,710.00	\$52,260.00
20								52,300.00	\$52,860.00
21								52,900.00	\$53,470.00
THE MASTERS + 35 COLUMN WILL HAVE UNLIMITED STEPS								53,500.00	\$54,090.00
									\$54,720.00
									\$55,360.00
									\$56,010.00
									\$56,670.00
									\$57,340.00
									\$58,020.00
									\$58,710.00
									\$59,410.00
									\$60,120.00
									\$60,840.00
									\$61,570.00

**Peabody-Burns USD #398
2023-2024
Supplemental Teacher Schedule**

COACHES AND AIDES – % OF BASE

High School Athletics

HS Head Coaches		Assistant	7.00%
Football	12.00%	Cheer Sponsor – Per Season	7.00%
Basketball	12.00%	(at least one sponsor will be in Attendance at all practices, events, or activities.)	
Volleyball	12.00%		
Golf	7.00%		
Cross Country	7.00%		
HS Assistant Coaches		Junior High Athletics	
Football	7.00%	JH Head Coaches	
Basketball	7.00%	Football	7.00%
Volleyball	7.00%	Basketball	7.00%
Wrestling	7.00%	Volleyball	7.00%
Baseball	7.00%	JH Assistant Coaches	
Golf	7.00%	Football	5.00%
High & JH Track		Basketball	5.00%
Head	12.00%	Volleyball	5.00%
Assistant Head	8.00%		

The board reserves the right to add and create new supplemental assignments and to establish the initial compensation for such new duties.

Other Special Assignment - % of Base

Scholar Bowl		NHS	1.25%
No less than 4 meets	3.50%	Activity Extra Duty	
Five or more meets	4.50%	Official Timer	\$10.00 per hour
Yearbook (camp cost covered)	4.50%	Official Scorer	\$10.00 per hour
Forensics		Official Line Judge	\$7.50 per hour
No less than 4 meets	4.00%	Ticket Sellers	\$10.00 per hour
Five or more meets	4.50%	Concessions	\$7.50 per hour
Musical Production	4.00%	Concessions Trips to Sam’s Wholesale (sponsor) Pre-Approved by Superintendent	
Drama Production		Bus and Activity Sponsor: math, computer, Business contest, contest judges/proctors, art contest, music	
3 act or equivalent	3.00%	Professional Extra Duty	\$17.00 per hour
Vocal Music		SIT Team	
Junior/Senior	5.00%	Mandatory school improvement and curriculum development meetings called by or approved by the superintendent that occur outside the normal school day.	
Elementary	2.00%		
Instrumental Music		DCC Chairperson	2.00%
Junior/Senior	9.50%	DCC Department Chairperson	2.00%
High School StuCo Sponsor	4.50%	DCC Secretary	1.00%
Junior High StuCo Sponsor	2.25%	New Teacher Induction Facilitator	2.00%
Freshman Class Sponsor	0.25%		
Sophomore Class Sponsor	0.75%		
Junior Class Sponsor	1.25%		
Senior Class Sponsor	0.50%		
Agronomy Club	3.00%		
FCCLA	2.00%		
FFA	7.00%		
BPA	4.00%		

\$40,000 Base							
Years Exp.	Head HS FB, VB, & BB	%	salary	Years Exp.	Head Track Coach	%	salary
1		12.0%	\$4,800.00	1		9.0%	\$3,600.00
2		12.0%	\$4,800.00	2		9.0%	\$3,600.00
3		12.0%	\$4,800.00	3		9.0%	\$3,600.00
4		12.5%	\$5,000.00	4		9.5%	\$3,800.00
5		13.0%	\$5,200.00	5		10.0%	\$4,000.00
6		13.5%	\$5,400.00	6		10.5%	\$4,200.00
7		14.0%	\$5,600.00	7		11.0%	\$4,400.00
8		14.5%	\$5,800.00	8		11.5%	\$4,600.00
9		15.0%	\$6,000.00	9		12.0%	\$4,800.00
10	Frozen at 9 Years			10	Frozen at 9 Years		
Years Exp.	Head HS - Golf, Cross Country, Cheerleading(per season) Assistant HS - FB, VB, BB Track, Wrestling, & Baseball Head MS - FB, BB and VB Assistant - Track	%	salary	Years Exp.	Head Assistant Track	%	salary
1		7.0%	\$2,800.00	1		8.0%	\$3,200.00
2		7.0%	\$2,800.00	2		8.0%	\$3,200.00
3		7.0%	\$2,800.00	3		8.0%	\$3,200.00
4		7.5%	\$3,000.00	4		8.5%	\$3,400.00
5		8.0%	\$3,200.00	5		9.0%	\$3,600.00
6		8.5%	\$3,400.00	6		9.5%	\$3,800.00
7		9.0%	\$3,600.00	7		10.0%	\$4,000.00
8		9.5%	\$3,800.00	8		10.5%	\$4,200.00
9		10.0%	\$4,000.00	9		11.0%	\$4,400.00
10	Frozen at 9 Years			10	Frozen at 9 Years		
Years Exp.	Assistant MS & Asst. HS Golf Football, Basketball, Volleyball	%	salary	Years Exp.	POSITION	%	salary
1		5.0%	\$2,000.00	1		6.0%	
2		5.0%	\$2,000.00	2		6.0%	
3		5.0%	\$2,000.00	3		6.0%	
4		5.5%	\$2,200.00	4		6.5%	
5		6.0%	\$2,400.00	5		7.0%	
6		6.5%	\$2,600.00	6		7.5%	
7		7.0%	\$2,800.00	7		8.0%	
8		7.5%	\$3,000.00	8		8.5%	
9		8.0%	\$3,200.00	9		9.0%	
10	Frozen at 9 Years			10	Frozen at 9 Years		
Years Exp.	HS Forensics & Scholars' Bowl (5 or more meets)	%	salary	Years Exp.	HS Scholars' Bowl (less than 3 meets)	%	salary
1		4.0%	\$1,600.00	1		3.5%	\$1,400.00
2		4.0%	\$1,600.00	2		3.5%	\$1,400.00
3		4.0%	\$1,600.00	3		3.5%	\$1,400.00
4		4.5%	\$1,800.00	4		4.0%	\$1,600.00
5		5.0%	\$2,000.00	5		4.5%	\$1,800.00
6		5.5%	\$2,200.00	6		5.0%	\$2,000.00
7		6.0%	\$2,400.00	7		5.5%	\$2,200.00
8		6.5%	\$2,600.00	8		6.0%	\$2,400.00
9		7.0%	\$2,800.00	9		6.5%	\$2,600.00
10	Frozen at 9 Years			10	Frozen at 9 Years		
All teachers hired as coaches/sponsors will be placed on the beginning step of the supplemental schedule for they position they are hired							
All coaches will carry any accumulated years of experience when moving up or down in the same sport with them.							

APPENDIX B

PEABODY-BURNS U.S.D. #398
Application for Early Retirement

I, _____ would like to apply for the early retirement benefit provided by USD #398 commencing with the _____ school year.

Date of Birth: _____

Years of Service with USD 398: _____

Years of service with other Kansas School Districts: _____

Eligibility %: _____

Current mailing address: _____
Address City Zip

Current phone number: _____

End of year gross salary: _____

Year selected: _____

I have read the policy, guidelines and regulations of USD #398 pertaining to the early retirement benefits. I understand all of the conditions listed within the policy and am aware of any possible changes and their ramification as to how they might affect my early retirement benefit.

Signature

Date

TO BE COMPLETED BY CENTRAL OFFICE & RETURNED TO TEACHER

Approval granted by the USD 398 Board of Education on _____

All items on this form have been checked by the Central Office and are accurate.

Date

Clerk's Signature

Upon approval by the Board of Education of USD 398 and confirmation of all facts by the Clerk of the Board, _____ has been granted early retirement benefit commencing with the school year _____.

APPENDIX C

FAMILY AND MEDICAL LEAVE

Family and medical leave as required by federal law shall be granted for a period of up to 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for the birth or adoption of a child within a 12-month period.

Leave is available for the following: (1) the birth of a son or daughter of the employee and to care for the newborn child; (2) the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child; (3) to allow the employee to care for the employee's spouse, son, daughter or parent with a serious health condition; (4) a serious health condition of the employee that makes the employee unable to perform the functions of his or her job; (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and (6) the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Eligible employees are, for reason (6) only, entitled to a combined total of 26 work/weeks of leave during a 12-month period.

(Leave for 1 or 2 must be taken within 12 months of the date of birth or placement of the child.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, or sick leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave if he or she has been employed by the district for at least 12 months and has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

During the period of any unpaid family and medical leave, the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and superintendent may agree prior to the commencement of the leave. The board may terminate group health coverage if the employee's portion of the payment is not received within 30 days of the due date, so long as written notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least 15 days prior to the termination.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as is practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of the following within 5 business days, absent extenuating circumstances:

- a. whether or not the employee is eligible for FLMA leave;
the reasons that leave will or will not count as family and medical leave,
 - b. any requirements for medical certification,
 - c. employer requirement of substituting paid leave,
 - d. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
 - e. right to be restored to same or equivalent job, and
 - f. any employer required fitness-for-duty certifications.
- Family leave (reason 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions or for a qualifying exigency as described in section (5) above, the superintendent may require an instructional employee to continue leave until the end of a semester, if:

1. the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
2. the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.