

Master Agreement

between

Board of Education

USD #416


Louisburg, Kansas

and

Louisburg Education Association

Effective for the 2021-2022 School Year

Ratified by Louisburg Education Association this 10th day of May 2021


Stacy Koesser, Co-President / Lisa Riese, Co-President

Ratified by USD 416 Board of Education this 10th day of May 2021


Jerry Flanagan, President

Ratified May 10, 2021

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MASTER AGREEMENT 2021-2022

Whereas, the Board of Education of USD 416, Miami County, Kansas, hereinafter referred to as the Board, and the members of the recognized negotiating unit represented by the Louisburg Education Association, hereinafter referred to as the Association, have entered into this agreement on the 10th day of May 2021 and

Whereas, the items described and provided for in this Agreement shall be included by reference in the individual contract of each professional employee except administrative employees, of Unified School District 416, Miami County, State of Kansas, and shall have the same force and effect as though fully stated therein;

Now, therefore, the parties agree as follows:

ARTICLE I. General Provisions

Section 1.01 Management Rights

- (a) The Board, on its behalf and on behalf of the electors of USD 416, 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.
- (b) 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 this Agreement, and then only to the extent such specific and express terms thereof are in compliance with the laws and Constitution of the State of Kansas and of the United States.

Section 1.02 Recognition, Rights, and Obligations

- (a) The Board recognizes the Association as the exclusive and sole representative of all professional employees of the District for purposes of professional negotiations.
- (b) The Board agrees to provide the Association with information requested by the Association, such as financial data, names and addresses of professional employees, and Board agenda, when such information is relevant and necessary in carrying out Association responsibilities as the exclusive representative of the professional employees and other public information as governed by the laws of Kansas.
- (c) The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association so long as the Association is the exclusive representative of the professional employees and to no other organization purporting to represent professional employees.
- (d) The Board agrees to deduct dues for membership in the Association (LEA), which includes membership in the Kansas-NEA and the NEA, from the salaries of the professional employees who individually and voluntarily file with the Office of the Superintendent, a signed and dated authorization. In order to insure the proper amount of money is withheld for association dues, the LEA will supply the Superintendent with a breakdown of local, state, and national dues, no later than September 1, of each year.
- (e) The internet and related services are available to the bargaining unit with access to email for use during times when they are not working with students. Bargaining unit

members recognize the primary purpose is to use this service for educational purposes of the members.

Section 1.03 Savings Clause

If any provision of this agreement or any application of this agreement to any professional employee or group of professional employees is held to be contrary to law by a court of competent jurisdiction, 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.

Section 1.04 Reproduction of Agreement

The Board and Association will sign original copies and sign those copies in the presence of each other. These copies shall be the official copy of this agreement. An electronic copy of the document will be posted on the school server accessible by all district professional employees.

Section 1.05 Effective Date of the Agreement

This negotiated agreement will remain in effect for the 2021-2022 year.

Section 1.06 Health and Safety Agreement

USD 416 will commit to providing a safe, secure and healthy workplace for all teachers.

ARTICLE II. Duty Year

Section 2.01 Contractual Days

The number of duty days and in-service days in the basic duty year shall not exceed one hundred and eighty seven (187) school days. Teachers shall work 186.5 days (no less than 6 professional development days and 5.5 work days) and have .5 day as administrative assigned duty. Some of the time may be used for back to school nights, parent nights, academic awards, elementary graduation, etc. New Teachers to USD #416 will be required to work 189 days their first contract year in the district.

Section 2.02 Teaching Duty Day

- (a) The normal duty day shall be 7 hours and 50 minutes, including lunch period. The student contact time, number of teaching periods, teacher duties and preparation periods at present are:

	Teacher Start	Student start -	Student End	Teacher End
• LHS	7:35 a.m.	7:55 a.m.	3:05 p.m.	3:25 p.m.
	(student late start at 8:35 a.m. on Wednesdays)			
• LMS, BES	7:35 a.m.	8:00 a.m.	3:05 p.m.	3:25 p.m.
• RES	7:50 a.m.	8:20 a.m.	3:25 p.m.	3:40 p.m.

On Fridays, staff may leave after students have safely exited the premises. On Fridays, when students are dismissed early, teachers will be expected to stay until the end of the normal student day.

Section 2.03 Duty Free Lunch

Each teacher shall have no less than twenty-five minutes of duty free lunch per day.

ARTICLE III. Teacher Assignment and Transfer

Section 3.01 Teachers shall be assigned teaching positions by the superintendent to assignments for which the teacher is licensed or certified by the State of Kansas.

Section 3.02 District Reassignment of Teaching Position - Continuing teachers shall be notified, in writing or by personal conference, if there is to be an assignment change for the ensuing year. Teachers shall be notified of assignment change upon completion of pre-enrollment or no later than July 1. This notification must include building assignment, grade level, and subject assignment. After July 1, assignment changes may be implemented after conferencing with the teacher and the superintendent at the earliest possible date. These changes shall take into consideration district seniority, certification/license, and experience. Qualified teachers with the least seniority will be transferred to open positions under this provision, unless the position is requested by a higher seniority person.

Section 3.03 Teacher Requested Transfer – A teacher may express a preference for building assignments, grade level and subject assignments, hourly schedules, and special classes by stating such preferences in writing and by submitting the statement to the principal. Open USD #416 positions, published on the district website will run concurrently, for 2 business/school days along with in district staff notifications/emails of available open positions. Teachers who have an interest in an open position shall inform the person designated on the open position posting of his or her interest in the position. Current staff members shall be given an interview and/or considered during the hiring process.

Section 3.04 When a teacher's request to fill a position is denied, the teacher may request an explanation from the superintendent and/ or principal. When the request is written, a written explanation will be provided.

ARTICLE IV. Professional Duty**Section 4.01 Teacher Preparation Time****(a) Meeting-Free Day**

One of the pre-service workdays before school starts will be continuous and uninterrupted to allow teachers time to prepare classroom for students.

(b) Record Preparation Period

The last day of the first and third quarters shall be set aside for an in-service, record keeping and grade card preparation day. The record keeping/grade card preparation and in-service time shall be evenly divided and will end at regularly scheduled contract time. The second quarter record keeping and grade card preparation time shall begin following an early dismissal of students. All teachers will also report to parents on their child's progress at some time at least by the midpoint of the nine-week grading period.

(c) The first building day will be a structured and informational staff meeting.

Section 4.02 Number of Teaching Periods

- (a) The middle school (grades 6, 7, and 8) shall operate on an 8-period day to allow those teachers two periods for individual planning, each day, with one period that may be used for team planning each week. The scheduled seminar/Wildcat Time period does not count as plan time. The administration shall make every effort not to interrupt individual and team time unless for the efficient operation of the school.
- (b) The high school (grades 9-12) shall operate on a 4-period block schedule and teachers shall have one block each day for planning. Teachers who serve in multiple buildings shall have the weekly plan time minutes allotted for their home building assignment. The scheduled seminar/Advisory period does not count as plan time.
- (c) During a normal 5-day work week, each elementary teacher shall have at least 380-420 minutes per week (depending on week's schedule) for planning and preparation associated with assigned duties. A grade level planning time occurring at least once a week, may be a part of the individual plan time. This is not additional time. The administration shall make every effort not to interrupt this time unless for the efficient operation of the school.
- (d) Teacher duty day outside of the student contact day may not be counted towards plan time minutes. Professional Learning Communities (PLC) time may be counted during the teacher duty day outside of the student contact day once a week.

Section 4.03 Flexible Teaching Opportunities

- (a) **Part-Time Teaching**
Part-Time Professional Employees will be employed in the same manner as permanent teaching personnel on the basis of a pro-rated salary and district benefits as determined by their qualification and that part of the school day for which they are employed.
- (b) **Job-Sharing (Not automatically granted)**
 - (i) The Board of Education supports job-sharing opportunities that may enhance both professional and personal development for certified staff members, without distracting from educational services to students or the district.
 - (ii) Job-sharing means that two (2) staff members will actually share one (1) full time position. However, the amount of time that each staff member devotes to the job is determined by the partners, so long as the total time devoted by the job-sharing partners equals one (1) full time position.
 - (iii) The school district will consider one (1) year job-sharing proposals from two (2) certified teachers who desire such an opportunity. Job-sharing is limited to one (1) position per building and will not exceed one year, but said employees may reapply after satisfactory program evaluation by the administration. The building principal (primary evaluator) will conference with the partners requesting the job-share position to explain the outcome of the proposal.
 - (iv) Job-sharing requests shall be made in writing to the Board Office on or before March 1, unless extraordinary circumstances arise. Teachers will be notified of status by May 1.
 - (v) Job-sharing is different from team teaching. Team teaching requires both teachers to be on the job full-time. Job sharing is also different from part-time employment, where the position itself calls for less than a full-time staff member and the hours are not flexible.

ARTICLE V. Early Termination of Contract/Breach of Contract

Section 5.01 Employees who resign after the statutory deadline for licensed employees to notify the board (two weeks after the third Friday in May) and prior to July 1st, shall be assessed liquidated damages of \$1000. Employees who resign between July 1 and July 31 shall be assessed a liquidated damages fee of \$1200. Employees who resign between August 1 and the end of the school year shall be assessed a liquidated damage fee of \$2000.

Section 5.02 The employee shall pay the liquidated damages fee when he or she turns in his or her written resignation to the Superintendent. The employee may arrange for the fee to be withheld from his or her last paycheck.

Section 5.03 The board reserves the right to consider extenuating circumstances in the application of this policy.

Section 5.04 It is specifically agreed that notice of reassignment shall be considered an acceptable reason for suspending the application of liquidated damages in the event the teacher affected by the reassignment requests to be released from the contract within 30 days of the written notice of reassignment.

Section 5.05 The Board will waive breach of contract provided the above procedures are followed. Persons who refuse to pay the above fees, when applicable, shall be subject to a breach of contract charge, which will be filed in district court.

ARTICLE VI. Teacher Evaluation Procedures

Section 6.01 **Introduction**
Professional evaluation is a mutual endeavor between teachers and administrators for cooperatively improving the educational program. The assessment will be a joint responsibility between evaluator and evaluatee. The system provides for the integration of individual needs and abilities with the organizational goal of optimal student growth.

Section 6.02 **Objectives**

- (a) To improve the performance of individual staff members and the instructional program of the school district.
- (b) To assist in the implementation of district and state educational goals.
- (c) To provide for a continuous, constructive, and cooperative experience between the evaluator and evaluatee.
- (d) To establish long and short-term work goals that promote continuous self-evaluation and self-improvement.
- (e) To provide a basis for administrative recommendation and Board decisions in determining a professional employee's competency with regard to renewal or non-renewal of contract.

Section 6.03 **Procedures**

- (a) Every certified employee with two or less years of experience in the district must be evaluated twice a year. The first evaluation shall be conducted within the first sixty (60) school calendar days and the second evaluation within the first sixty (60) school calendar days of the second semester.

- (b) Teachers who have received nonprobationary status in another district within the State of Kansas, shall be evaluated at least twice a year for the first two years of employment within the district.
- (c) Teachers who have received nonprobationary status within the district shall be evaluated at least once every three years.
- (d) Every certified employee in the third and fourth year of employment shall be evaluated at least one (1) time each year prior to February 15th.
- (e) After the fourth year of employment, every certified employee shall be evaluated at least one (1) time each three (3) years prior to February 15th.

Certified employees hired prior to and within the first 20 days of a school year will be evaluated as if they were in their first year of employment. Certified employees hired between the twenty-first day and the end of the first semester may be scheduled for formal evaluations during the second semester.

Employees hired after the first semester and prior to February 15th may be scheduled for formal evaluations.

Section 6.04 Procedures for Retaining Teachers

Each evaluator shall meet with the teachers who will be evaluated no later than September 15th each year. They will review the procedures and the evaluation criteria to be used in the teacher's evaluation.

- (a) The building principal has the right to place any employee on evaluation when there is administrative concern about job performance. When such a determination is made, the principal shall notify the teacher in writing stating the specific reasons for being placed on evaluation.
- (b) The principal is responsible for implementation of the evaluation process of the building certified staff. The need for additional evaluators will be determined by the principal and his/her immediate supervisor. If an evaluator other than the building principal determines that intensive assistance is necessary, responsibility for the evaluation reverts immediately to the building principal.
- (c) An evaluation shall consist of a minimum of two observations, one of which shall be a minimum of thirty (30) consecutive minutes in length. The second observation may be broken into several visitations. The date of the initial visitation will be determined at the pre-conference with input from the evaluator and evaluatee.
- (d) The evaluation report is to be completed by the building administrator. One copy of the signed report is to be given to the evaluatee; and one copy is to be sent to the central office to be placed in the employee's personnel file.
- (e) At a mutually acceptable time, the teacher and the evaluator will meet together to review the evaluator's notes of the evaluation observation. The evaluatee shall have ten (10) school days following the evaluation conference to make any comments he/she wishes. All such comments shall be attached to all copies of the evaluation instrument.

Section 6.05 Intensive Assistance

The Intensive Assistance Program includes additional human resource help in order to achieve a satisfactory level in areas of concern, as related to the evaluation tool.

- (a) Determination to place a professional employee on Intensive Assistance shall be made by the primary evaluator who will document that the evaluatee's performance does not meet the evaluation criteria established by the board and will so mark the employee's evaluation. This determination will be made after fair and reasonable observation of the professional employee's performance and after consulting with the superintendent.
- (b) The professional employee shall be notified in writing of his/her placement in the Intensive Assistance Program as soon as the district has decided to place the employee on the Intensive Assistance Program. A conference will be held to discuss a rationale for such placement. The evaluator will develop an improvement plan. The plan will identify the specific deficiencies and the indicators of success that will be used to measure the teacher's progress in correcting the deficiencies. The evaluatee will be allowed to give input to the plan.
- (c) Teachers who have been placed on a plan of improvement shall have the right to a teacher representative of his or her choice from the district. That representative may be present at any meeting where the evaluation or improvement plan is being discussed. The representative shall be limited to observation and note taking during the meeting and shall not interact with the evaluatee or evaluator during the meeting.
- (d) The written prescription for improvement may include the following types of assistance:
 - (i) Inter/intra-school classroom visitations and/or observations by the evaluatee.
 - (ii) Demonstration lessons taught by evaluator, other employees, and/or curriculum specialists.
 - (iii) Observation, assistance, and/or materials provided by evaluator and/or other sources.
 - (iv) Video-taping when agreed upon by the evaluatee.
 - (v) In-service participation.
 - (vi) Other assistance.

In addition, the evaluator will discuss the three potential outcomes of the intensive assistance program with the evaluatee, i.e. continuation of the regular evaluation when the deficiency is corrected, continuation of the intensive assistance program when performance has not improved sufficiently, or initiation of procedures for non-renewal of contract. These outcomes should be specified in writing and signed by the professional employee and the evaluator. The evaluator will forward a copy of the intensive assistance program to the superintendent.

- (e) A minimum of three (3) formal classroom observations will be done within a reasonable amount of time, to be determined by the evaluator and evaluatee. These observations may be done by the primary evaluator or another mutually agreed upon administrator
- (f) Each formal observation will be preceded by a pre-observation conference to enable the evaluatee to explain plans and objectives of the class. A post-observation conference will follow. It should occur within five workdays. Additional observations will be documented and reviewed with the evaluatee as soon as possible, or no later than at the next post-observation conference.
- (g) After a reasonable length of time, determined by the evaluator and evaluatee, an assessment conference will be held. At this time, recommendations will be made to:

- (i) Return the evaluatee to regular evaluation cycle. (This is not advised until the evaluatee has demonstrated over a significant period of time his/her willingness and ability to perform in accordance with district standards). Evaluator notifies the superintendent.
- (ii) Continue on the Intensive Assistance Program for a reasonable length of time, to be determined by the evaluator. Evaluator completes page one of the Intensive Assistance Form.
- (iii) Begin the process for contract non-renewal or dismissal.
- (h) The Intensive Assistance Program Form will be retained in the evaluatee's personnel file.
- (i) Peer assistance by a district staff member or assistance by a staff member of any other district or institution will remain confidential between the teacher and the person giving the assistance.
- (j) The evaluator and the teacher will agree on a specific time for the remediation to occur which shall be no less than 45 (forty-five) days nor more than 1 (one) year. During this time the evaluator and the teacher will work to develop a solution to the deficiency. At the end of the agreed remediation period, the evaluator will notify the teacher of an evaluation on the identified deficiency.
- (k) The current, mutually adopted evaluation instrument(s) shall be attached to this agreement as Appendix C.

Section 6.06 Professional Growth Opportunities

USD 416 recognizes and encourages quality professional growth within its teaching staff. The professional development council, which is made up of elected teacher representatives from each building, work to develop, monitor, and evaluate the staff development opportunities in the district in accordance with the regulations established by the KSDE.

Section 6.07 Security of Evaluation Documents

- (a) All information used in evaluation shall be kept in a confidential personnel file maintained in the central office. This folder will include all material helpful in working with the professional employee as well as any information that might be used in consideration of placement or contract action.
- (b) Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated professional employee; the Board and those people designated by the Board; the Board attorney upon request; the administrative staff making the evaluation; the employees of the State Board of Education; and the Board and the administrative staff of any school to which such professional employee applies. Written permission by the employee must be submitted to the Superintendent to share such documents with another district or individual.
- (c) All evaluations shall be in writing and retained in the personnel file for each certified employee not less than three years after the employee has left the district.

Section 6.08 Evaluation of Employees Assigned to More than One Building

Employees who are assigned to more than one building will be evaluated by the building principal at their "home school." The superintendent and administrative team will decide an employee's home school. The building principal assigned as the "Primary Evaluator" will assume responsibility for collecting and synthesizing data on employee performance,

coordinating communication, scheduling and conducting evaluation conferences, and preparing and submitting the documents required in the evaluation process. If the employee's performance is unsatisfactory, the other administrator(s) will meet with the primary evaluator and share perceptions regarding the appropriate actions to take with respect to the employee's evaluation. The primary evaluator and/or employee may request that all persons associated with the evaluation process attend any evaluation conference.

Current evaluation forms will be attached to this agreement. Forms may only be changed through the negotiations process.

ARTICLE VII. Employee Files

Section 7.01 Open to Employees

- (a) A teacher's personnel file shall be available for inspection by the teacher when the central office is open for business and in the presence of the superintendent or his/her designee, as stated in policy GAK, to show the file.
- (b) The teacher may obtain, upon request, a copy of such material. At the teacher's request, a person of his/her choosing may accompany the teacher for inspection.
- (c) Upon written authorization of the teacher a designated representative may review and copy the file, whether or not the teacher is present.

Section 7.02 Notification and Right to Respond

- (a) A teacher shall be notified in writing, within 72 hours, of any material that might be used for future teacher discipline.
- (b) A teacher has the right to respond to any material(s) placed in his/her file. Such response will be placed in the teacher's file.

Section 7.03 Non-Administrative Complaints

The teacher shall be notified as soon as it is feasible, within five working days of any complaint, when considered by itself or in conjunction with other reliable information that may be used in the evaluation process or for discipline purposes. The complaint will be in writing with the name of the complainant and signed when possible. The administrator shall present the complaint to the teacher in a private setting.

ARTICLE VIII. Teacher Discipline

The parties recognize the authority of the administration and board to discipline, suspend, discharge, non-renew or take other appropriate corrective action against a teacher. If a teacher is to be discharged or non-renewed, he/she will be afforded those protections conferred in K.S.A. 72-5436 et seq. None of the procedures set forth in this provision will apply to discharge or non-renewal.

It is the expectation of the Board and the Association that the implementation of this policy shall at all times be conducted in a professional and mutually respectful manner and that all conversations shall take place in a confidential and discreet location.

Section 8.01 Informal

Oral admonitions and warnings or written letters of warning, caution or requirements, may be taken by administrators. Written statements will not be included in a teacher's personnel file. Whether so noted in the board policy manual or not, policy violations by any employee that are severe, cause harm or endanger another person, may be deemed

severe enough by the supervising authority to proceed to formal disciplinary action immediately

(a) Initial Warning

Any employee who violates a board policy will be given a initial warning that he or she has violated board policy except as otherwise provided by current policies of the Board. This initial warning will be delivered at a scheduled meeting whereby the employee has time to arrange for representation. The employee will be provided a written copy of the policy involved. No record of this initial warning will appear in the employee's personnel file. This section of the progressive discipline procedure does not preclude the use of unofficial cautions or warnings by the supervising authority.

Section 8.02 Formal

Formal disciplinary actions, such as written reprimands or suspension may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator.

(a) Written Notice of Discipline:

If the employee repeats the violation of the Board Policy, the supervising authority may prepare a written Notice of Discipline and place it in the district employee personnel file. This initial written notice of discipline will be delivered at a scheduled meeting whereby the employee has time to arrange for representation. The employee has the right to respond to any material that is placed in his or her district employee file.

(b) An employee who does not respond to the foregoing disciplinary steps, may be reassigned to other duties or suspended with pay while an investigation is conducted. If the employee is found to be in violation of policy, he or she may be charged with insubordination. Notices of reassignment, suspension and/or charges of insubordination will be delivered at a scheduled meeting whereby the employee has time to arrange for representation.

(c) Evaluation may not be used as a disciplinary tool.

Section 8.03 Any employee who does not respond to the foregoing disciplinary steps or when the above two sections have been waived may be suspended with pay for one day or may be suspended and charged with insubordination. Notices of suspension by the administration shall not take place without the employee having the option of having a teacher representative of his or her choice from the district present.

Section 8.04 Violations of Board policy shall have an impact on the evaluation process only to the extent that the violations have an impact on the employee's professional responsibilities.

Section 8.05 Should the employee be dissatisfied with the outcome of the issue, the employee has the right to review the issue and outcome with the superintendent and/or the Board of Education.

Section 8.06 It is also agreed that all applicable provisions of Kansas and Federal law will be observed and that nothing in this Agreement shall be interpreted to abrogate or impair the Board's ability to comply with applicable laws.

ARTICLE IX. Fair Dismissal of Teachers

The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

If a teacher is terminated, he/she shall be afforded the rights to this procedure to appeal that decision.

For the first three years of professional employment with the district, teachers are considered probationary and may be nonrenewed prior to the statutory deadline for any reason.

Starting in year four of teaching with the district, teachers shall have earned nonprobationary status.

Nonprobationary teachers may be nonrenewed for good cause, including ineffective performance, provided the procedural process is closely observed. Good cause is defined as any reason put forward by the administration or board in good faith and which is not arbitrary, irrational, or irrelevant to the board's task of building up and maintaining an efficient school system, which includes persistent unsatisfactory performance. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors.

If the proposed nonrenewal is to be based on ineffective performance, the district evaluation procedure shall be followed.

If the nonrenewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or nonrenewal.

If the nonprobationary teacher is nonrenewed, he/she shall be notified prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The nonrenewed teacher will have fourteen calendar days from the receipt of the letter to file a written request with the Board Clerk for a hearing.

If the teacher requests a hearing within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer.

During the hearing, the entire basis for the nonrenewal shall be proffered by the district and the teacher may present his/her response. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall solely determine whether to sustain or reverse the nonrenewal and shall be rendered in writing to both parties within seven calendar days.

It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.

The teacher shall pay for his/her expenses, including any witnesses and/or representation. The cost of the hearing officer shall be borne equally by the board and the teacher. All other expenses of the hearing shall be paid by the district.

ARTICLE X. Reduction in Force

Section 10.01 When the Board of Education finds that a reduction in force is in the best interest of the school district; then, and in that event, the effect upon students and the school program should be of primary concern to all parties.

Section 10.02 In making any reduction in force, the Board of Education will consider that the reduction in force be accomplished, if possible, in the following manner.

- (a) Normal attrition, resignations, and/or retirements.
- (b) Part-time probationary teachers (A part-time teacher shall include any teacher not assigned to full time teaching load.)
- (c) Probationary teachers.
If the Board is unable to reduce the number of teachers needed, then the following shall apply:
- (d) Nonprobationary teachers only after considering, in order
 - (i) Certification and endorsements in areas of need
 - (ii) Seniority (determined by the date of the initial contract with the district) the most senior teacher will be retained
 - (iii) Academic degrees and training

ARTICLE XI. Leave

Section 11.01 Sick/Personal Leave

- (a) Each full-time teacher, shall be credited with twelve (12) days of sick leave per academic year of service, cumulative to ninety (90) days.
- (b) For teachers with extended employment assignments beyond the normal nine-month duty term, one day of sick leave per year will be added for each additional month of employment, cumulative to not more than 90 days.
- (c) Sick leave applies for personal illness or injury to the employee. Leave may be granted in the case of illness or injury of immediate family of employee and spouse (spouse, children, parents, grandparents, brother, sister or anyone living in the household).
- (d) Any teacher absent due to illness or injury beyond three (3) consecutive days may be required to present a statement from a licensed physician indicating the nature of the illness and/or the readiness of the teacher to resume his/her duties.
- (e) USD 416 will have six (6) personal days as part of the twelve (12) days available. The personal days may be scheduled together or separately with permission from the superintendent or designee. The personal days may not be the contract day before or after a school holiday, teacher orientation day, in-service day, work day, or the last scheduled day of the contract year. If the day is taken as personal, teacher will be docked the daily teaching wage. The teacher must notify the building principal at least 24 hours in advance in order that a substitute teacher can be arranged. Personal leave will be granted in ½ day or full day increments except that up to four hours of personal leave may be taken in one hour increments. In the event of an emergency the principal may require the teacher to reschedule the personal leave day.

Ratified May 10, 2021

Date 5/10/2021

- (f) On approval of the superintendent, sick leave may be used for such purposes as:
- (i) Bereavement
 - (ii) To attend to academic matters related to professional education or degree requirements
 - (iii) To complete financial arrangements required in the purchase of his/her home
 - (iv) To change marital status
 - (v) To handle family problems which cannot otherwise be taken care of after working hours
 - (vi) To attend to business after his/her home is damaged by fire or an act of God
 - (vii) To attend a wedding of a member of the immediate family
 - (viii) For observance of religious holidays

Section 11.02 Sick Leave Reimbursement

- (a) When teachers accumulate 90 days of sick leave, they will be paid thirty-five (35) dollars, per day, of the current year's sick days not used.
- (b) Upon retirement (as defined by KPERS) or resignation from the school district, the board will pay thirty-five (35) dollars, per day, of accumulated sick leave if the teacher has completed at least ten years of service in the district. If death occurs and terms above are met, payment will be made to the beneficiary.
- (c) An additional payment of \$10, per accumulated sick day, will be paid to those who notify the district of their intent to retire, or to not return, by February 1st.

Section 11.03 Professional Leave

- (a) Professional leave shall be granted to a teacher without sick leave deduction, if the superintendent approves for the following reasons:
 - i) To attend meetings or seminars directly related to the teaching profession, if it can be determined such attendance will benefit USD 416.
 - ii) To serve on jury duty or if subpoenaed to court for professional reasons.
 - iii) To be a delegate to a convention or meeting directly related to the teaching profession.
 - iv) To fulfill a mandated workplace exposure quarantine.

Section 11.04 Extended Leave

- (a) Teachers may be granted extended leave without pay after having completed two (2) years employment in USD 416. Such leaves are subject to the approval of the superintendent or his/her designee. Such leave shall not exceed one (1) semester. Application for such leave must be submitted to the superintendent.
- (b) A teacher may maintain membership in voluntary fringe benefit programs for which he/she pays the premium during the period of extended leave.
- (c) The provisions of the Family and Medical Leave Act of 1993, which allows up to twelve weeks of unpaid leave to care for ill family members or for a birth or adoption, may also apply. The superintendent will provide details about the Act upon request.

Section 11.05 Sabbatical Leave (Not automatically granted)

- (a) Teachers may be granted sabbatical leave without pay after having completed six (6) years employment in USD 416. Such leaves are subject to the approval of the

superintendent or his/her designee. Such leave shall not exceed one (1) year. Application for such leave must be submitted to the superintendent by February 1.

- (b) This leave may be used for educational purposes only.
- (c) Only one (1) teacher per year may be granted this leave.
- (d) Upon the completion of the leave, the teacher will have a position with the district, but not necessarily the same position.
- (e) A teacher shall maintain years of experience.
- (f) A teacher may maintain membership in voluntary fringe benefit programs to which he/she pays the premium during the period of sabbatical leave.
- (g) The teacher must notify the board by January 1 of the year of their leave, if they are not returning.

Section 11.06 Staff Safety Provisions

If a teacher is absent due to an injury caused by physical assault by an enrolled student of the district for which the teacher becomes eligible for compensation under K.S.A. 44-150c, the seven day waiting period before compensation begins shall not be deducted from the teacher's sick leave.

ARTICLE XII. Sick Leave Bank

Section 12.01 Sick leave bank is to be administered by the Sick Leave Bank Committee pursuant to the guidelines that have been established. The Sick Leave Bank will only be activated when need arises. Employees need to contact the superintendent to begin the sick leave bank application process. Employees who have accrued thirty (30) or more days of sick leave shall contribute one (1) of such days to a Sick Leave Bank.

Section 12.02 At the end of the contract year, the unused days in the Sick Leave Bank shall be distributed as follows:

- (a) If the number of unused days is less than the number of participants¹, those days shall be carried in the Sick Leave Bank for the next contract year.
- (b) If the number of unused days is more than the number of participants, each participant shall be credited with one (1) day of sick leave and the remainder carried in the Sick Leave Bank for the next contract year.
- (c) Days carried from the previous contract year would be used first; only after those days are exhausted would current year contributions be activated.

Section 12.03 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall be from one (1) to twenty (20) days. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

Section 12.04 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) teachers designated by the Louisburg Education Association and the superintendent or his/her designee.

¹ Participant is defined as "a teacher who has contributed a day to the Sick Leave Bank."

Section 12.05 To be eligible for Sick Leave Bank days, any participating certified staff member must have exhausted his/her sick days due to illness/accident to himself/herself or immediate family member.

Section 12.06 The superintendent or his/her designee may require a statement from the staff member's physician certifying that he/she is incapable of performing his/her duties as a result of the accident or illness. The physician may be asked to certify in writing the number of days absence the given illness or disability requires.

Section 12.07 Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

- Medical evidence of serious illness.
- Maternity Leave.
- Prior utilization of sick leave.
- Length of service in system.

Section 12.08 The decision of the Sick Leave Bank Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal, or to grievance and arbitration.

Section 12.09 The Sick Leave Bank Committee shall design a repayment plan with the employee who receives days from the Sick Leave Bank. The requirements of repayment shall not exceed three (3) days per year. If the employee does not complete enough years of service to the district to repay the number of days received, the employee must reimburse the district for the appropriate wage per day at the time the employee was absent. If, at the time of resignation, the employee has other accrued sick leave (leave accumulated beyond the three (3) days repaid per year) that leave may be used to cancel the remaining days due.

Section 12.10 The Sick Leave Bank Committee has the right to waive repayment to the Sick Leave Bank if the employee suffers a permanently disabling illness, or a terminal illness or condition.

ARTICLE XIII. Fringe Benefits

Section 13.01 Defined Benefit – Group Health Insurance

- (a) The board will pay in addition to salary, a fringe benefit for full-time certified teachers of \$500 per month to be applied to the cost of that professional employee's coverage under the district's group health insurance plan. If husband and wife are both employed by the district, each shall receive \$500 per month which can be applied to a joint plan if the employees so choose. (The maximum monthly allowance in either year shall not exceed the cost of a single coverage policy.) All new full-time teachers hired after November 1, 1992 are required to participate in the health insurance program or to show evidence he/she is covered by their spouse's insurance plan. The board paid fringe benefit will be prorated at the FTE of the employee.
- (b) The benefit amount shall be applied to the group health benefit and carrier as selected by the board after consultation with all affected employee groups.
- (c) The fringe benefit amount shall be applied to the purchase of the board's group health plan and may not be taken as cash.

Section 13.02 Reimbursement for College Hours

- (a) The Board of Education will reimburse teachers at the rate of \$50.00 per upper level

- undergraduate credit hour, or \$150.00 per graduate credit hour. Only actual costs for tuition and required textbooks will be reimbursable not to exceed a maximum of \$50.00 per upper level undergraduate credit hour or \$150.00 per graduate credit hour.
- (b) Hours taken for reimbursement must meet the following criteria:
- i) Must be approved in advance by the Superintendent of Schools.
 - ii) Limited to six (6) hours of upper level undergraduate credit per contract year (Total reimbursement not to exceed \$300 per contract year), or twelve (12) hours of graduate credit per contract year. (Total reimbursement not to exceed \$1,800.00 per contract year.)
 - iii) Classes must be successfully completed (a grade of B or better is required for graduate credit). Courses designated as pass-fail will require a grade of pass.
 - iv) Reimbursement will be made upon successful completion of the course as evidenced by an official college transcript.
- (c) Teachers who complete and are awarded a Master's Degree, Educational Specialist Degree, or a Doctorate after the effective date of this Agreement may apply for a one time grant award of \$500.00 from USD 416 after teaching for two additional years in USD 416 from the date said degree is awarded.
- (d) All documentation submitted by the June 1st will be eligible for tuition reimbursement for total amount unless the total reaches \$30,000 at which time it may be pro-rated by hour for each participant. This payment will be made on the June payroll during the fiscal year in which the courses were completed. If the \$30,000 is met due to teachers asked to take additional classes (outlined below), this dollar figure will not count towards the \$30,000 cap.
- (e) When a teacher is encouraged/requested, by administration, to take the PRAXIS exam, to add a needed teaching endorsement onto his or her certificate, the district will pay the cost of reimbursement of the exam and adding it to the teaching certificate after successful passage of the PRAXIS. The district will also pay for additional master level classes, if a teacher is encouraged/requested by administration, to take classes to comply with the requirements of college level courses being taught at the secondary level by high school teachers.

Section 13.03 Upon termination or non-renewal 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.

ARTICLE XIV. Attracting and Retaining Highly Qualified Teachers

Section 14.01 Salary Schedule

The salary schedule for 2021-2022 is attached hereto as Exhibit A-1.

Section 14.02 Placement on Schedule

- (a) The Superintendent shall make a determination at the time of initial employment regarding the placement of all new employees on the salary schedule. It shall be within the discretion of the Superintendent and the Board to determine the credit to be granted for prior experience and education at the time of initial placement.
- (b) Degrees unrelated to the teaching assignment and/or hours acquired beyond a degree may not be given full weight in making the initial determination. This initial placement will determine the teacher's position relative to the schedule in succeeding years.

Section 14.03 Movement on the Schedule

- (a) Teachers who maintain full certification in their assigned field(s) will be eligible for movement on the salary schedule.
- (b) All continuing teachers will be permitted a vertical movement within a column which shall not exceed one step per year based on initial placement provided they have not reached the maximum experience allowable within their education category.
- (c) Experience credit shall be limited to 16 years within column I, 22 years within column II, 25 years within column III, 32 years in column IV, and 34 years in columns V, VI, VII, VIII and IX. In columns V, VI, VII, VIII and IX 1% addition salary will be provided to employees that have reached 34 years of service.
- (d) Horizontal movement across columns will be based on the presentation no later than September 1 of each year of official transcripts or other documentation deemed acceptable by the Superintendent. Pay adjustments for additional educational credit shall be made only once annually. It is understood that "hours beyond" as used below means hours earned after the conferring of the respective degree.
- (e) The educational credit columns on the salary schedule shall have the following definitions:
 - i) Column I At least a bachelor's degree and certification in their teaching field;
 - ii) Column II At least 15 semester hours beyond a bachelor's degree in a field related to the teaching assignment or in a field deemed a priority need of the district.
 - iii) Column III At least 30 semester hours beyond a bachelor's degree in a field related to the teaching assignment or in a field deemed a priority need of the district;
 - iv) Column IV At least 40 semester hours beyond a bachelor's degree – this column is no longer active except for those previously assigned here.
 - v) Column V A master's degree in a field which is related to the teaching assignment or in a field deemed a priority need of the district.
 - vi) Column VI At least 15 semester hours beyond the master's degree in a field related to the teaching or supplemental assignment or in a field deemed a priority need of the district;
 - vii) Column VII At least 30 semester hours beyond the master's degree in a field related to the teaching or supplemental assignment or in a field deemed a priority need of the district;
 - viii) Column VIII At least 45 semester hours beyond the master's degree in a field related to the teaching or supplemental assignment or in a field deemed a priority need of the district;
 - ix) Column IX An additional degree or at least 60 semester hours beyond the master's degree in a field related to the teaching assignment or supplemental assignment or in a field deemed a priority need of the district;
- (f) Candidates may earn a maximum of 40 PDC points (based on in-service, not college credit) at the undergraduate or bachelor's level per year (July 1 – June 30) and must include four college credit hours within a 5-year time span.
- (g) Application and Impact-level points may be on contract time subject to approval of

the Professional Development Committee.

- (h) Master's level candidates may earn a maximum of 60 PDC points (based on in-service, not college credit) per year (July 1 – June 30).

Section 14.04 Substituting for Other Teachers

- (a) A teacher who substitutes for another teacher during their regularly scheduled planning period will be paid \$20.00 per full 45-minute class period for which he/she substituted. High and middle school block assignments will be paid the equivalent of two class periods or \$40.00 for 90 minutes.
- (b) \$120 will be divided among the elementary teachers who are asked to sub for a teaching assignment when no substitute teacher is available for a full day.

Section 14.05 Supplemental Assignments

- (a) Individuals with a supplemental assignment (coaches, sponsors, etc.)² shall be reimbursed a percentage of the salary schedule base. Individuals with a supplemental assignment shall receive 3% per year of the annual supplemental salary per supplemental duty after the first year of duty. Staff members may accrue 10 years of experience. After the 10 years have been attained, staff members will be awarded .25 year of experience for every year earned after attaining 10 years of experience. Staff members beyond 10 years of experience will not lose their additional years.
- (b) Coaches, when changing positions within the same sport, shall retain their years of experience. Experience of coaching, outside of the district, will only be awarded up to 5 years for any coaching position. Coaches that have coached in USD #416 will never lose their activity-specific experience years for years coached within USD #416.

Section 14.06 Multiple Supplemental Duties

If one individual is given more than one assignment, he/she will receive the pay for more than one assignment as scheduled. If more than one individual is given the assignment scheduled for only one person, the pay will be proportional to the assigned division.

Section 14.07 Professional Duty

During the course of the academic year there are occasions when an academic program would be enhanced by the presence of licensed staff members. In the event a teacher is requested to perform "professional duty" which is outside the regular teacher contract, that teacher may be paid a "professional duty" rate of \$20.00 per hour.

Section 14.08 Extra Duty

- (a) Extra duty, such as ticket selling and taking, keeping scorebooks, timers, announcing, etc., will be reimbursed at the rate of \$15 per hour. Employee will report time on duty rounded to the nearest quarter hour.
- (b) Teachers sponsoring school dances other than paid sponsors will receive \$35.00.
- (c) Teachers who supervise the lunchroom will be paid at the rate of \$10.00 per lunch period.

Section 14.09 Extended Assignment

- (a) A teacher with an extended employment assignment will be paid for additional work at his/her basic salary rate (before supplemental) – the amount dependent upon the

² See Schedules B-1 and B-2 attached hereto for a complete list of the Supplement Assignments and rates of compensation.

length of the assignment.

- (b) The amount is computed by dividing the number of contract days (187) into the amount of the teacher's basic salary rate to determine the dollar figure per day – this figure is multiplied by the number of days worked during the extended employment assignment to arrive at the salary for extended employment.
- (c) Concurrent/Dual Enrollment educators will be provided a \$500 annual stipend per course.
- (d) Driver's Education will be not considered an extended employment assignment and will be paid at \$25 per hour.

Section 14.10 Method of Payment

- (a) Employee payroll will be by direct deposit on the 20th of each month.

Section 14.11 Early Payment for New Teachers

Teachers new to the district will have the option to receive 13 equal payments, commencing in August, during their first year with the district.

ARTICLE XV. Payroll Deductions

Section 15.01 Plan 125 Salary Reduction Agreement

- (a) The Board of Education has established a salary reduction fringe benefit plan to comply with Section 125 of the Internal Revenue Code. The Plan provides the opportunity for each teacher to execute a salary reduction agreement within ten (10) days of the beginning of the contractual obligations.
- (b) Upon receipt of a properly executed authorization, a representative of the board shall deduct from the salary of the employee and make appropriate remittance to cover the cost of selected benefits up to the amount of the salary reduction.
- (c) The only change permitted after the sign-up period has ended will be as a result of a change in family status as provided by federal statute or regulation.
- (d) Each teacher executing a salary reduction agreement may allocate an annual sum not to exceed the cost of the benefits selected for reimbursement of medical expenses not covered by insurance or childcare expenses.
- (e) 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.
- (f) The Section 125 program adopted in the Louisburg School District is limited to the following six categories:
 - i) Health/Dental Insurance
 - ii) Term Life Insurance
 - iii) Cancer Insurance
 - iv) Disability Insurance
 - v) Dependent Care
 - vi) Medical Reimbursement.

Section 15.02 Qualified Tax Shelters and 403 Providers

Louisburg School District will provide payroll deductions for qualified TSA/403 accounts from a list of board approved providers.

ARTICLE XVI. School Calendar

Section 16.01 The board shall adopt on recommendation of the Superintendent, a school calendar no later than the end of January each year. In adopting the school calendar, the board shall include the following holidays and the minimum number of days as indicated for each holiday. These and any other holidays granted by the school board shall be identified on the official school calendar.

Labor Day	1 school day
Thanksgiving	3 school days
Winter Break	10 calendar days
Spring Break	5 school days
Memorial Day	1 school day

Section 16.02 The board shall have the right to increase the number of vacation days in preparing and adopting the school calendar.

Section 16.03 A representative from each building shall be appointed by the Association to serve on the calendar committee. The Association President will also serve as a member of the Committee. The Superintendent shall appoint other committee members and solicit input into the process from any interested parties including teachers, students, and parents. All calendar recommendations should be presented to the Superintendent no later than December 15 of each year.

Section 16.04 It shall be within the discretion of the Superintendent and Board to adopt a multi-year calendar if that is deemed appropriate for the efficient operation of the schools.

ARTICLE XVII. Grievance Procedure

Section 17.01 Informal resolution preferred

It is the policy of the board that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

Section 17.02 Grievance by an Individual

A "grievance" by a professional employee is any alleged violation, misinterpretation or misapplication by the board or any administrator of this agreement, board policy, or the teacher's individual contract of employment.

Section 17.03 Grievance by the Association

A "grievance" by the Association is a claim that its specific rights, as provided under this Agreement have been violated.

Section 17.04 Submission of grievance

- (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Time spent seeking an informal resolution shall not be counted in the timeline calculations described below, provided the informal process was initiated within fifteen (15) calendar days after the aggrieved party knew or should have known of the events or conditions on which it was based.
- (b) If the informal process does not resolve the matter, a formal grievance shall be submitted in writing on the proper form and shall identify the aggrieved party, the provision of policy involved in the grievance, the time when, and the place where, the

alleged events or conditions constituting the grievance existed; and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party. The date that the informal process started shall be noted.

- (c) A grievance shall be deemed waived unless it is submitted within fifteen (15) calendar days after the aggrieved party knew or should have known of the events or conditions on which it was based or within fifteen (15) calendar days of the conclusion of the informal process.
- (d) A grievance may be filed by an individual professional employee on his/her own behalf and shall be submitted to the building principal. A grievance may be filed by the Association on its behalf when it believes that its rights under this Agreement have been abridged and shall be submitted to the Superintendent of Schools.

Section 17.05 Grievance procedure

- (a) The building principal shall meet with the grievant and his/her representative within ten (10) calendar days after a grievance is filed to discuss the grievance and attempt to resolve the issues.
- (b) The principal shall respond in writing within five (5) calendar days after the meeting.
- (c) If the aggrieved party is not satisfied with the response of the building principal, or if no response is received within ten (10) calendar days after the submission of the grievance, the aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
- (d) The Superintendent of Schools or his designated representative shall, confer with the aggrieved parties with respect to the grievance in an attempt to resolve the dispute and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than fourteen (14) calendar days after it is received by him.
- (e) The complainant may appeal the decision of the Superintendent of Schools to the Board of Education.
 - i) Copies of the grievance, appeal, and any decisions rendered shall be forwarded to the board with a written request for review.
 - ii) The Board of Education shall, within thirty (30) school days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing which will be the final disposition of the grievance.
 - iii) As an alternative, the Board of Education upon receipt of a complaint or grievance may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the board.
 - iv) Such findings and recommendations shall be made to the board within ten (10) calendar days after the complaint or grievance has been assigned to the hearing officer.
 - v) The board shall rule upon such complaint or grievance within thirty (30) calendar days after receipt of the findings and recommendations of the hearing officer.
 - vi) At all meetings following the informal step, each of the parties involved in the grievance may be accompanied by representatives of his/her choice.

Section 17.06 Supplemental Conditions

- (a) All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- (b) Upon the final determination of the grievance, the documents, communications and records relating thereto, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept maintained, shall be destroyed.
- (c) At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative supervisor, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
- (d) All grievance hearings shall be confidential.
- (e) All discussions and hearings shall be conducted at times other than when school is in session.
- (f) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- (g) The filing of a grievance at all levels beyond the informal conference shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act, and the names of any witnesses thereto.

ARTICLE XVIII. Professional Development Committee

The Professional Development Committee will continue to monitor our In-service plan which is available to our teachers for certificate renewal and salary schedule advancement.

Section 18.01 Composition and Selection of Committee

- Administrators four members
- Louisburg High School two members
- Louisburg Middle School two members
- Louisburg Elementary School two members

Each member shall be selected solely by the group they represent.

Section 18.02 Term of Office

- (a) When a Local Education Association (LEA) implements a new staff development plan, the terms of the PDC members will be established by it with equal numbers of positions having terms of one, two, and three years.
- (b) Once the PDC is established, the term of office for regularly selected PDC members will be three years.
- (c) The Louisburg-USD 416/Southeast Kansas Regional Staff Development Consortium year will be from July 1 to June 30.
- (d) PDC members may resign from the PDC by submitting a letter of resignation to the PDC Chair at least one meeting before the meeting at which the resignation is to become effective.

Section 18.03 Officers

- (a) The officers of the PDC will be the Chairperson, Vice-Chairperson, and Secretary.
- (b) The officers will be elected each year on or before June 30 at a regular meeting of the PDC.
- (c) The officers will be elected by a simple majority of the total PDC membership.
- (d) The term of office will be for one-year from July 1 to June 30. Officers may be reelected to serve successive terms.
- (e) Any officer may resign at any time by submitting a letter of resignation to the PDC Chair. The letter of resignation must be submitted to the PDC Chair at least one meeting before the meeting at which the resignation is to become effective.
- (f) Vacancies in officers' positions will be filled by a simple majority vote of the total PDC membership provided there is a quorum present.

ARTICLE XIX. Professional Contracts

TEACHER'S CONTRACT
Louisburg United School District No. 416

It is hereby agreed, by and between the Board of Education of Louisburg Unified School District No. 416, Miami County, State of Kansas, hereinafter called the "Board" and _____ hereinafter called the "teacher", that the teacher is hereby employed by the school district to teach and work not less than **187** days beginning on the **9th of August, 2021** and to perform teaching services in conformity with Kansas law and the policies of the Board:

- ◆ To teach all days when school is regularly scheduled;
- ◆ To make and file all reports required by the Board or Superintendent;
- ◆ To cooperate with the administrators and other teachers in planning and coordinating the teaching program.

The right is reserved to assign or reassign said teacher to such buildings and work as the best interests of the schools of the district require. Term of service under this contract will be **187** days.

Department	Building

For these services the Board agrees to pay the teacher an annual wage of \$ _____.
 Actual Calc Contract Pay: \$ _____

Lane	Lane Credits	Step	Matrix Step Amount	


This contract shall be void if the teacher fails to have on file with the school district continuously during employment a valid Kansas Teachers' Certificate for the level at which s/he is employed and for the subject which s/he is employed to teach. The Board shall allow sick leave in accordance with its policy on sick leave. In compliance with a resolution passed by the Board at a legal meeting held on the **10th** day May, 2021, we hereunto subscribe our names this 10th day of May, 2021.

 President, Board of Education

 Teacher

 Attested by Clerk

Ratified May 10, 2021


 Date 5/10/2021

UNIFIED SCHOOL DISTRICT NO. 416
LOUISBURG, KANSAS
2021-2022 TEACHER'S SUPPLEMENTAL CONTRACT

This contract, made and entered into this 10th day of May, 2021, by and between the Board of Education of LOUISBURG UNIFIED SCHOOL DISTRICT #416 in Miami County, State of Kansas, hereinafter called the "Board" and «FIRST_NAME» «LAST_NAME», hereinafter called the "Teacher".

The parties hereto have entered into a separate contract for the school year 2021-2022 for the professional services of the Teacher, which contract shall hereinafter be referred to as the Teacher's principal or primary Contract.

This Contract is a Supplemental Teacher Contract in accordance with K.S.A. 72-5412a for Supplemental Duties and Extracurricular Activities for the school year 2021-2022 and is in addition to and not a part of the Teacher's principal or primary contract.

The Supplemental Duties to be performed by the Teacher for the school year set out above and the salary for duties are as follows:

Position Description	Assignment Description	Lane	Step	Calculated Contract

The aforesated Total Supplemental Salary shall be payable in 12 monthly installments and included with the Teacher's principal or primary contractual salary payment.

Witness our hands on the day and year first written

BY: _____
 President, Board of Education

ACCEPTED BY: _____ / /

ATTEST: _____
 Clerk, Board of Education

ARTICLE XX. Salary Schedule for 2021-2022 -----Attachment A-1

INACTIVE									
STEP	BS	BS+15	BS+30	BS+40	MS	MS+15	MS+30	MS+45	MS+60
1	44654	45510	46370	47252	48214	49020	49972	50882	51811
2	45129	45996	46870	47762	48651	49569	50501	51449	52391
3	45619	46496	47385	48287	49204	50134	51077	52033	52988
4	46120	47008	47909	48823	49700	50710	51664	52632	53601
5	46632	47529	48441	49366	50344	51296	52261	53241	54219
6	47150	48059	48981	49916	50927	51889	52866	53859	54852
7	47679	48597	49530	50474	51520	52493	53481	54485	55488
8	48214	49144	50086	51043	52121	53107	54107	55121	56135
9	48759	49699	50653	51622	52731	53728	54741	55768	56795
10	49311	50263	51228	52209	53352	54360	55384	56425	57466
11	49873	50837	51813	52805	53980	55002	56039	57092	58146
12	50444	51419	52407	53411	54621	55654	56703	57770	58836
13	51025	52011	53011	54027	55269	56314	57378	58457	59536
14	51615	52555	53624	54652	55929	56989	58062	59155	60248
15	52213	53222	54247	55286	56597	57671	58759	59864	60968
16	52823	53844	54880	55933	57278	58362	59446	60584	61702
17		54473	55523	56588	57967	59066	60182	61315	62448
18		55114	56177	57256	58669	59782	60910	62059	63206
19		55765	56841	57932	59381	60507	61651	62811	63972
20		56426	57515	58620	60105	61244	62402	63578	64754
21		57099	58200	59319	60838	61992	63165	64356	65548
22		57780	58896	60030	61583	62753	63939	65142	66345
23			59603	60750	62341	63524	64780	65949	67118
24			60322	61485	63110	64309	65526	66763	68000
25			61052	62230	63891	65104	66337	67590	68843
26				62986	64684	65913	67161	68430	69699
27				63755	65489	66735	67999	69284	70570
28				64536	66307	67569	68848	70150	71452
29				65329	67138	68416	69712	71031	72348
30				66135	67981	69275	70589	71925	73261
31				66954	68839	70149	71480	72833	74186
32				67787	69708	71036	72384	73755	75125
33					70593	71936	73303	74691	76080
34					71490	72852	74235	75642	77052

ARTICLE XXI. Supplemental Salary Schedule 2021-2022 – Attachment A-2

Base - \$44,654

Title	% of Base	Amount	Exp. Factor	Exp. Factor .25
			*capped @ 10 yrs	
HS SOCCER HEAD	0.115	5,135.21	\$154.06	\$38.51
HS SOCCER ASST.	0.085	3,795.59	\$113.87	\$28.47
HS FOOTBALL HEAD	0.115	5,135.21	\$154.06	\$38.51
HS FOOTBALL ASST	0.085	3,795.59	\$113.87	\$28.47
MS FOOTBALL HEAD	0.08	3,572.32	\$107.17	\$26.79
MS FOOTBALL ASST	0.07	3,125.78	\$93.77	\$23.44
HS BASEBALL HEAD	0.115	5,135.21	\$154.06	\$38.51
HS BASEBALL ASST	0.085	3,795.59	\$113.87	\$28.47
HS SOFTBALL HEAD	0.115	5,135.21	\$154.06	\$38.51
HS SOFTBALL ASST	0.085	3,795.59	\$113.87	\$28.47
HS BASKETBALL HEAD	0.115	5,135.21	\$154.06	\$38.51
HS BASKETBALL ASST	0.085	3,795.59	\$113.87	\$28.47
MS BASKETBALL HEAD	0.08	3,572.32	\$107.17	\$26.79
MS BASKETBALL ASST	0.07	3,125.78	\$93.77	\$23.44
HS TRACK HEAD	0.115	5,135.21	\$154.06	\$38.51
HS TRACK ASST	0.085	3,795.59	\$113.87	\$28.47
MS TRACK HEAD	0.08	3,572.32	\$107.17	\$26.79
MS TRACK ASST	0.07	3,125.78	\$93.77	\$23.44
HS VB HEAD	0.115	5,135.21	\$154.06	\$38.51
HS VB ASST	0.085	3,795.59	\$113.87	\$28.47
MS VB HEAD	0.08	3,572.32	\$107.17	\$26.79
MS VB ASST	0.07	3,125.78	\$93.77	\$23.44
HS WRESTLING HEAD	0.115	5,135.21	\$154.06	\$38.51
HS WRESTLING ASST	0.085	3,795.59	\$113.87	\$28.47
MS WRESTLING HEAD	0.02	893.08	\$26.79	\$6.70
MS WRESTLING ASST	0.018	803.77	\$24.11	\$6.03
HS CROSS COUNTRY	0.1	4,465.40	\$133.96	\$33.49
HS CROSS COUNTRY ASST	0.08	3,572.32	\$107.17	\$26.79
MS CROSS COUNTRY	0.08	3,572.32	\$107.17	\$26.79
HS GOLF HEAD	0.06	2,679.24	\$80.38	\$20.09
HS GOLF ASST	0.035	1,562.89	\$46.89	\$11.72
HS CHEER FALL	0.06	2,679.24	\$80.38	\$20.09
HS CHEER WINTER	0.06	2,679.24	\$80.38	\$20.09
DRILL TEAM FALL	0.045	2,009.43	\$60.28	\$15.07
DRILL TEAM WINTER	0.045	2,009.43	\$60.28	\$15.07
MS CHEERLEADING FALL	0.03	1,339.62	\$40.19	\$10.05

Ratified May 10, 2021

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Date 5/10/2021

MS CHEERLEADING WINTER	0.03	1,339.62	\$40.19	\$10.05
DEBATE	0.07	3,125.78	\$93.77	\$23.44
DEBATE ASSISTANT	0.03	1,339.62	\$40.19	\$10.05
FORENSICS	0.06	2,679.24	\$80.38	\$20.09
FORENSICS ASSISTANT	0.03	1,339.62	\$40.19	\$10.05
SCHOLAR BOWL	0.05	2,232.70	\$66.98	\$16.75
BAND DIRECTOR	0.09	4,018.86	\$120.57	\$30.14
BAND DIRECTOR ASSISTANT	0.045	2,009.43	\$60.28	\$15.07
SEC VOCAL MUSIC	0.09	4,018.86	\$120.57	\$30.14
ELEM VOCAL MUSIC	0.06	2,679.24	\$80.38	\$20.09
PLAY DIRECTOR - SPRING	0.05	2,232.70	\$66.98	\$16.75
PLAY DIRECTOR - MUSICAL	0.06	2,679.24	\$80.38	\$20.09
HS STUDENT COUNCIL	0.04	1,786.16	\$53.58	\$13.40
MS STUDENT COUNCIL	0.02	893.08	\$26.79	\$6.70
PROM ADVISOR	0.02	893.08	\$26.79	\$6.70
JR CLASS SPONSOR	0.02	893.08	\$26.79	\$6.70
LOMIKA	0.06	2,679.24	\$80.38	\$20.09
MS YEARBOOK	0.06	2,679.24	\$80.38	\$20.09
LES YEARBOOK	0.06	2,679.24	\$80.38	\$20.09
HS FCCLA	0.04	1,786.16	\$53.58	\$13.40
HS FBLA	0.04	1,786.16	\$53.58	\$13.40
LHS NHS	0.02	893.08	\$26.79	\$6.70
LMS FBLA	0.02	893.08	\$26.79	\$6.70
SADD SPONSOR	0.02	893.08	\$26.79	\$6.70

ARTICLE XXII. Evaluation Instrument – Attachment C

Evaluation Tool can be located on the **DISTRICT** drive of the intranet and also on the school website, www.usd416.org > **Employment > Agreement & Evaluation > Certified Column.**

**MEMORANDUM OF UNDERSTANDING
RELATED TO COVID-19**

The Louisburg School District (Board) and the Louisburg NEA (Association) hereby enter into this Memorandum of Understanding (MOU), which is incorporated into the parties' 2021-2022 collective bargaining agreement, to address issues pertaining to COVID-19.

The Board understands the Association's desire for all staff to be protected from required quarantines from work in the upcoming school year. Recognizing COVID-19 mitigation strategies are fluid and everchanging, the Board and Association may meet at the first of August, 2021 to discuss what policies and procedures will be in place for the 2021-2022 school year. Both parties will, if necessary, meet in good faith within a reasonable time period to collaboratively identify necessary changes to the Agreement or working conditions of teachers to comply with the latest Miami County Health Department requirements regarding quarantines or any other mitigation strategies that may affect employment or working conditions.

Furthermore, the Board and Association agree to open up negotiations and work collaboratively throughout the 2021-2022 school year as recommendations and regulations change pertaining to COVID-19.

This MOU shall be in effect for the 2021-2022 contract year and shall sunset at the end of the 2021-2022 contract year.

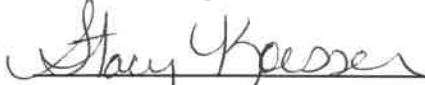
Dated this 10th Day of May, 2021

For Louisburg Public Schools:




Jerry Flanagan, USD #416 BoE President

For Louisburg Education Association:



Stacy Koesser (Co-President)



Lisa Riese (Co-President)

