

**Board of Education  
Unified School District 294  
131 East Commercial  
Oberlin, KS 67749**

**And**

**Oberlin  
KNEA**

**NEGOTIATED AGREEMENT**

**for**

**2022-2023**

UNIFIED SCHOOL DISTRICT NO. 294  
Oberlin, Kansas

**K.S.A. 72—5413 Et. Seq. Professional Collective Negotiation Act**

Items of mutual concern agreed upon by the Oberlin KNEA and Unified School District 294 for the 2022-2023 term.

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The above items agreed upon by both groups and duly recorded in the minutes of the Oberlin KNEA on July 5, 2022 and Unified School District No. 294 on August 8, 2022.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REPRESENTATIVE  
Oberlin KNEA

\_\_\_\_\_  
PRESIDENT, Board of Education  
Unified School District 294

## **ARTICLE I---STATUS OF NEGOTIATED AGREEMENTS**

All duly negotiated agreements between the Board of Education U.S.D. 294 and the Oberlin KNEA shall be deemed as applicable to the individual contracts of all instructional staff for the 2022-2023 contract period.

Such agreements shall be placed in binder form and distributed one copy each as follows:

Each school library  
Each Administrative office  
Clerk of the board  
All certified staff  
Each board member

## **ARTICLE II--FAIR PRACTICES ACT**

The Employer and Association agree there shall be no discrimination, by the Employer or the Association, against an employee because of race, color, creed, religion, national origin, sex, marital status, or because of a physical handicap with respect to a position the duties of which can be performed efficiently by an individual with such a handicap without danger to the health or safety of the physically handicapped person or to others.

## **ARTICLE III--TEACHER EVALUATION**

The Certified Evaluation policy of Unified School District 294 has been developed in compliance with K.S.A. 72--9006 and filed with the State Department of Education as prescribed by the above act.

Any amendments, revisions, or changes in the above policy, deemed necessary at some future date by the Board of Education, shall be made in accordance with this act and filed with the State Department of Education as prescribed in the act.

### **72-9003. Policy of personnel evaluation; adoption; forms; contents; time.**

Each board shall adopt a written policy of personnel evaluation procedure in accordance with K.S.A. 72-9002 et seq., and amendments thereto. Every policy so adopted shall: (a) Be prescribed in writing at the time of original adoption and at all times thereafter when any amendments are adopted. (b) Include evaluation procedures applicable to all employees. (c) Provide that all evaluations are to be made in writing and that evaluation documents and responses thereto are to be maintained in a personnel file for each employee for a period of not less than three years from the date each evaluation is made. (d) Except as provided herein, provide that every employee in the first two consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60<sup>th</sup> school day of the semester. Any employee who is not employed for the entire semester shall not be required to be evaluated. During the third and fourth years of employment, every employee shall be evaluated at least one time each school year by not later than February 15. After the fourth year of employment, every employee shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated. History: L. 1973, ch. 281, & 3; L. 1981, ch. 295, &2; L. 1983, ch. 244, & 1; L. 2003, ch.104, & 3; L. 2006, ch. 45, & 2; July

### **72-9004. Evaluation policies; criteria; development; procedure; evaluation required prior to contract non-renewal.**

Evaluation policies adopted under K.S.A. 72-9003, and amendments thereto, shall meet the following guidelines or criteria: (a) Consideration shall be given to the following employee attributes: Efficiency, personal qualities, professional deportment, ability, results and performance, including improvement in the academic performance of pupils or students insofar as the evaluated employee has authority to cause such academic improvement, in the case of teachers, the capacity to maintain control of pupils or students, and such other matters as may be deemed material. (b) Community attitudes toward, support for and expectations with regard to educational programs shall be reflected. (c) The original policy and amendments thereto shall be developed by the board in cooperation with the persons responsible for making evaluations and the persons who are to be evaluated, and, to the extent practicable, consideration shall be given to comment and suggestions from other community interests. (d) Evaluations of the chief administrator employed by a board shall be made by the board. The board shall place primary responsibility upon members of the administrative staff in making evaluations of other employees. (e) Persons to be evaluated shall participate in their evaluations, and shall be afforded the opportunity for self-evaluation. (f) The contract of any person subject to evaluation shall not be non-renewed on the basis of incompetence unless an evaluation of such person has been made prior to notice of nonrenewal of the contract and unless the evaluation is in substantial compliance with the board's policy of personnel evaluation procedure as filed with the state board in accordance with the provisions of K.S.A. 72-

9003, and amendments thereto. History: L. 1973, ch. 281, & 4; L. 1979, ch. 233, & 2; L. 1981, ch. 295, & 3; L. 1982, ch. 304, & 3; L. 1994, ch. 205, &1; July 1.

### **TIMELINE OF ADMINISTRATIVE PROCEDURES IN THE EVALUATION PROCESS**

1. The principal will meet with new teachers and explain the evaluation process during fall orientation or upon employment.
2. The principal will meet with returning teachers who are to be evaluated prior to the end of the school year to discuss and agree upon goals and objectives for the following year. The principal will meet with new teachers by the second week of the fall semester to establish goals and objectives. It is recommended that no more than three goals or objectives be established.
3. In the event a tenured teacher is not performing to acceptable standards, the principal will notify the teacher that evaluations will be done although none may be regularly scheduled and a plan of action for improvement will be formulated.
4. A minimum of three formal announced visitations will be done for each formal evaluation which shall be done as prescribed by statute. When an evaluation is made, the written document shall be dated and presented to the evaluatee at the conference following the evaluation and shall be acknowledged by the signature of both parties. Of the remaining two copies, one will be retained by the evaluator and the other will be placed on file at the District Office. At any time not later than two weeks after such conference, the evaluatee may respond in writing. He/she shall be allowed to affix to the report a rebuttal of any portion of the report which he/she feels is inaccurate, unfair, or incomplete and may make a written request for re-evaluation.
5. A post visitation conference will be held between principal and teacher following each visitation. The post-evaluation conference between the evaluator and the employee shall include the following items: 1) access the formal evaluation document as completed by the evaluator and employee and discuss discrepancies; 2) discuss data and information as gathered from other sources as part of the optional self-evaluation process; 3) discuss and interpret the evaluator's observations and evaluation; 4) identify strengths and weaknesses; 5) identify areas of performance that need improvement and determine a planned course of action for upgrading performance level; and 6) identify areas of commendable or outstanding performance.
6. A pre-visitiation conference may be held upon request of either teacher or principal.
7. A plan of action for improvement will be formulated at the time of the first formal evaluation if necessary.
8. All time lines for formal evaluation, termination and non-renewal will be as prescribed by statute.

## **ARTICLE IV--LENGTH OF SCHOOL CALENDAR**

The length of the contract for the 2022-2023 school year will be 181 days.

The Board of Education shall adopt the School Calendar. Adjustments to the adopted School Calendar may be made by the Board of Education during the school calendar year.

The School Calendar shall include the following holidays. Note these holidays are not counted as teacher contract days, and do not affect the 181 teacher contract days worked.

|              |  |
|--------------|--|
| Labor Day    | 1 school day   |
| Thanksgiving | 3 school days (Wednesday through Friday)             |
| Spring Break | 5 school days (Contiguous vacation days)             |
| Christmas    | 8 calendar days                                      |
| Easter       | 2 school days (Good Friday and the following Monday) |

All holidays listed are minimum vacation days. The Board of Education has the right to increase the length to fit the Calendar Year.

The Board of Education agrees to establish a Calendar Committee to discuss a proposed School Calendar, which will be presented to the Board of Education and Teacher's Association no later than the Board of Education's regular January meeting.

The Calendar Committee will include:

- Three (3) teachers from each building
- Two (2) administrators
- Two (2) patrons
- Two (2) Board of Education members
- Two (2) senior high school students

Final approval of the School Calendar to be at the discretion of the Board of Education.

## **ARTICLE V—NON-TEACHING DAYS**

### **TEACHER WORKDAYS**

The School Calendar will reflect two (2) teacher workdays at the start of the school year, one (1) teacher workday at the start of Q2, one (1) teacher workday at the start of the second semester, one (1) teacher workday at the start of Q4, and one (1) teacher workday at the end of the second semester if the teacher contract is at 189 days in length. If the contract is shortened below 189 days, there shall be two (2) teacher workdays at the start of the school year, one (1) teacher workday at the start of Q2, one (1) teacher workday at the start of the second semester, one (1) teacher workday at the start of Q4, and a minimum of one-half (1/2) a workday at the end of the second semester.

Grades for Q1 and Q3 shall not be due prior to 4PM of the workday at the start of the next quarter.

Building meetings, district meetings, inservice meetings, committee meetings, staffing meetings, quality performance accreditation (QPA) meetings, and other such meetings, will NOT be scheduled on these days unless teacher initiated. Administrators may initiate staff related meetings on any scheduled workday, only if necessary. The Administrator will limit any such meeting to one (1) hour in length on scheduled workdays.

Teachers are discouraged from taking personal leave, professional leave, or sick leave for doctor or dental appointments for themselves or their family on these days, but may do so under the approval of the building Principal. Teacher workdays will be used to fulfill the number of Teacher Contract Days of 181 days. Note: Workdays do not count as Teacher-Student Contact days or hours toward the minimum required by State Law.

### **INSERVICE DAYS**

Inservice Days are district sponsored teacher professional development opportunities that are scheduled by the administration and approved by the Board of Education for addition to the School Calendar.

Teachers are discouraged from taking personal leave, professional leave, or sick leave for doctor or dental appointments for themselves or their family on these days, but may do so under the approval of the building Principal. Inservice Days will be used to fulfill the number of Teacher Contract Days of 181 days. Note: Inservice Days count as one-half (1/2) time, or three (3) hours of Teacher-Student Contact toward the minimum required by State Law.

### **TIS AND KESA COLLABORATIVE INSERVICE OPPORTUNITIES**

To meet USD 294's TIS (Tiered Intervention Support) and KESA (Kansas Education System Accreditation) goals, the Board of Education and Administration will establish and plan regular time during the contract duty hours for professional employees to collaborate regarding curriculum application, student achievement and behavior, and quality integrated instruction. TIS and KESA time counts as Inservice time and is treated as Inservice Days above.



Early release time shall be for teacher collaboration, planning, redesign, data analysis, and other duties necessary for general school improvement, and NOT STRUCTURED INSERVICE, unless training is requested by teachers.

## **ARTICLE VI---NON-COMPENSATED EXTRA DUTY ASSIGNMENTS**

Teaching assignments termed as “non-compensated extra duties” shall be clarified by Board Policy for the purpose of informing the staff and prospective staff of these assignments.

Candidates for teaching positions in Unified School District 294 shall be informed of the policy prior to executing a contract with the Board of Education.

## **ARTICLE VII---WITHHOLDING KNEA DUES**

Staff members electing membership in the KNEA may authorize the Board of Education to make a payroll deduction in equal amounts over a ten (10) month period. The ten (10) months shall be October through July of the contract year.

The Secretary of the Oberlin KNEA shall submit a signed authorization for each staff member desiring said deduction to the Clerk of the Board within fifteen (15) days after the start of school. An itemized computation sheet, signed by the President and Secretary of the Association, stating monthly deductions in equal amounts shall accompany the authorizations.

The Clerk of the Board will forward a district warrant for the total monthly deductions to the Secretary of the Oberlin KNEA.

## **ARTICLE VIII---LEAVE FOR ASSOCIATION MEETINGS**

A total of four (4) faculty days shall be granted for KNEA meetings. The first two (2) days the district will pay the substitute teacher. The additional two (2) days the Oberlin KNEA will pay the substitute teacher.

The Association president will inform the superintendent in writing as to when the KNEA meetings are to occur and who has been selected by the Association to attend. Those selected will make a written request to the building principal for leave two (2) weeks prior to the date of the meeting. The leave must be recommended by the building principal and approved by the superintendent.

## **ARTICLE IX---PROFESSIONAL LEAVE/MILITARY LEAVE**

Professional leave shall constitute those administratively approved days when professional staff are absent from teaching duties to provide supervision, guidance or coaching for school related activities. Employees requested to do inservice at conferences or workshops will be granted professional leave, unless compensated. This leave shall also be applied when participation by professional staff has been deemed advisable by the administration for purposes of strengthening curricular or extracurricular offerings.

Military Leave: The board shall grant military leave of absence to a teacher in accordance with the existing state and federal statutes. Any employee, upon written request to the superintendent, shall be granted leave to cover the length of his required service in the military forces of the United States. A copy of the appropriate military orders shall accompany each request for military leave. On the date of release from service, the employee shall notify the superintendent of his availability and possible date of return to employment. For more information, refer to Board Policy (GARID).

Jury Duty: The board shall grant professional leave for an employee selected for jury duty. Such leave will not be deducted from the employee's credited paid leave. For more information, refer to Board Policy (GBRH-2).

## **ARTICLE X---EDUCATIONAL LEAVE**

Educational leave may be granted for improving the educational program or teaching classroom proficiency. This leave of two (2) days may include such categories as inter-school visitations, subject matter curriculum meetings, completion of comprehensive exams, and other similar type meetings. Requests for educational leave shall be in writing on a form provided for such purpose at least two (2) weeks prior to the date of the leave. An agenda of the meeting or resume of the objective of the meeting may be required.

This leave must be recommended by the building principal and approved by the superintendent. Recommendation for approval will be provided if the applicant has a current professional development plan on file.

The salary of the employee and the substitute will be paid by the district. The Board will pay registration and travel expenses with any lodging expense to be paid by the teacher.

## **ARTICLE XI---EXTENDED LEAVE**

The Board of Education supports the concept of granting extended leave to staff for the purpose of professional growth and improvement. Requests for such leave will be considered on an individual basis. To provide flexibility applicable to the situation, details of temporary termination for extended leave, reinstatement following leave, and replacement during leave will be by agreement between the individual requesting the leave and the Board of Education rather than by a set policy or agreement.

Requests for extended leave shall be made on a form provided for that purpose and submitted through regular school channels for submission for Board consideration.

## **ARTICLE XII--SICK LEAVE AND BEREAVEMENT LEAVE**

The total leave granted under the terms of sick leave and bereavement leave will be ten (10) days per School Year, accumulative to sixty (60) days maximum.

Each teacher is credited with ten (10) days of sick and bereavement leave on the first duty day of each contract year. This advanced sick leave crediting is computed on one day per calendar month of the contract until ten (10) days are accumulated, or to the maximum of sixty (60) days.

Provisions for additional days of leave due to serious illness and/or bereavement in the immediate family will be considered upon a written request of the staff member. The request will be directed to the Building Principal for recommendation to the Superintendent for consideration and approval.

The Board of Education reserves the right to allow increased sick leave for individual staff members due to extenuating circumstances.

By advanced crediting it is possible for a teacher to use unearned sick leave if a contract is not completed. Should this situation occur, the unearned sick leave will be deducted from the financial settlement on the basis of 1/181 of the contract salary, and times the days of unearned sick leave.

Sick leave taken for doctor and dental appointments will not be deducted from total sick leave if taken for less than one and one-half (1 ½) hours. Sick leave shall be charged in one-half (1/2) day increments if the teacher is gone more than one and one-half (1 ½) hours in any day.

Leave Buy Back--any days in excess of sixty (60) days at the beginning of a school year will be traded for personal days in a ratio of five (5) sick days for one (1) personal. (See reference in Article XIV--Personal Leave)

Example: A teacher has fifty-two (52) sick days remaining at the end of the school year. When the next contract year begins, he/she will receive eight (8) sick days to bring the total to sixty (60), and an additional 2/5 of a personal day.

Each teacher shall be given up to \$50 per day for accumulated paid leave at the time of his or her retirement, resignation, or reduction-in-force from USD 294. The buy back of unused sick leave days will serve as an encouragement for the professional

employee to not use allocated paid sick leave days unnecessarily, but rather to conserve such leave days for added compensation at the end of his or her employment with the District.

Sick leave shall be interpreted as leave for illness of the teacher, disability, or for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.

Three (3) sick leave days will be allowed to be used as personal leave days after the allotted personal leave has been used.

The Board shall comply with **District Policy GARI** regarding its responsibility as defined under the **Family Medical Leave Act**.

*GARI Family Medical Leave*

*District employees shall be provided family and medical leave as provided by a plan approved by the board. The plan for providing leave under this policy shall be filed with the clerk of the board and made available to all staff at the beginning of each school year.*

As sick leave relates to pregnancy and/or contributing causes for leave, the date which such leave begins shall be determined by the mutual decision of the teacher and physician. As soon as the leave date is known, it shall be communicated to the Superintendent by the teacher's physician. The teacher may continue in her teaching position during the pregnancy, until, in the opinion of the doctor, continued teaching activity could endanger her health. The teacher may return from the leave to her position as soon as her physician states that she is capable of the teaching activities required under her contract. The teacher's physician shall notify the Superintendent of this return date as early as possible.

**BEREAVEMENT LEAVE**

Bereavement leave is defined in the following **District Policy GBRH**:

***GBRH***

*Bereavement leave is paid leave in the event of the death of a member of the family covered by sick leave. Bereavement leave is limited to 3 days per occurrence. Bereavement leave will be deducted from available paid leave.*

Level 1 Bereavement:

Leave shall be granted only when the deceased was related to the employee as a spouse, grandparent, parent, child, brother, sister, or grandchild. Bereavement leave may also be granted when the deceased was residing with the employee at the time of death. Leave may be granted up to three consecutive school days, or upon written request additional days may be granted, as determined by the superintendent.

Level 2 Bereavement:

Leave may be granted upon written request to the building principal and approved by the superintendent. The leave may be granted when deceased was related to the employee as an uncle, aunt, or cousin. Leave may be granted for up to one day.

Level 3 Bereavement:

Leave may be granted upon written request to the building principal and approved by the superintendent. The leave may be granted when the deceased was a close personal friend or related to a co-worker in the district. Leave may be granted for up to one day. If



a full day is not needed, not longer than one and one-half (1 ½) hours may be granted at non-deduct leave.

Notification of any denial for leave above will be given the employee in writing within five (5) days of written leave request.

Days approved will be deducted from the staff member's accumulated sick leave.

### **ARTICLE XIII--ILLNESS AND DISABILITY BANK**

1. On the first teacher duty day of each school year, employees who have accrued thirty (30) or more days of personal illness and disability leave may contribute two (2) of such days to a Unified School District 294 Illness and Disability Bank, such bank to be administered by a committee pursuant to guidelines it has established. All current employees having less than thirty (30) days of earned illness and disability leave and all employees hired subsequent to adoption of this Agreement may contribute one (1) day of illness and disability leave to said bank.
2. In the event an employee who is absent has exhausted his/her accrued personal illness and disability leave, he/she may request that illness and disability leave be granted from the Unified School District 294 Illness and Disability Bank. Upon the committee's approval, the district shall credit such person(s) with such leave from the Bank.
3. Employees shall be given a written accounting of accumulated illness and disability leave in December and May of each school year.
4. If an employee does not contribute, he/she will be ineligible to participate.
5. Composition of the committee will consist of: two (2) teachers from each building and one (1) administrator, with final Board approval.
6. Employees may apply for a maximum of 30 days per application, that may be granted from the sick leave bank. Employees may re-apply for additional days if needed.

7. If an employee leaves due to reduction-in-force (RIF), from the employment of USD 294, the employee may donate all their remaining accumulated sick leave hours/days to the sick leave bank.

#### **ARTICLE XIV--PERSONAL LEAVE**

Employees covered by this agreement shall be allowed three (3) days or 22.5 working hours leave each school term, if needed, for personal business or other personal matters, without loss of salary. Personal leave days are non-accumulative. The leave shall not be taken the first or last day of the contract period or the day before or after a school vacation, or on an inservice day without approval of the Building Principal.

Three (3) sick leave days will be allowed to be used as personal leave days after the allotted personal leave has been used.

Leave Buy Back--any days in excess of sixty (60) sick leave days at the beginning of a school year will be traded for personal days in a ratio of five (5) sick days for one (1) personal. (See reference in Article XII--Sick Leave)

Seventy-five dollars (\$75.00) will be added to the June earnings statement for each day of unused Personal Leave. This does not include the three (3) days that may be borrowed from sick leave.

Extended personal leave days beyond the three (3) may be granted upon request. However, each day beyond the sixth will cause a salary deduct of 1/181 of the annual salary.

Leave shall be as follows:

- Class I. Non-deduct, not longer than one and one-half (1 ½) hours for the purpose of family obligations (i.e. children's events, sports, personal appointments not covered under sick leave). Personal leave shall be

charged in one-half (1/2) day increments if the teacher is gone more than the one and one-half (1 ½) hours in any day.

Class II. Deduct for all other personal leave shall be charged in one-half day (1/2) increments.

Notification of need is to be made to the Building Principal as soon as possible.

## **ARTICLE XV—COMPENSATION SCHEDULE**

The use of a new, more equalized, salary schedule will begin with the 2004-2005 school year. PDC equivalent points may be used for movement on the salary schedule. USD 294 in-district PDC points are eligible from 2001-2002 and beyond. Out-of-district PDC points may be used from 2002-2003 and beyond.

The fees for re-licensure of certified staff will be reimbursed by the Board of Education. That reimbursement will cover renewal fees once every five (5) years. The board will only pay for re-licensure more than once every five (5) years, if the staff member has added a subject area endorsement approved by the administration and the board.

The board agrees to allow all teachers that are due movement on the salary schedule to move more than one column horizontally on the compensation schedule, providing all proper documentation is provided to support the request to move, in addition to one step vertically when movement is available.

UNIFIED SCHOOL DISTRICT #294  
Oberlin, KS  
2022-2023 SALARY SCHEDULE FOR TEACHERS

|      | <b>I</b>  | <b>II</b>      | <b>III</b>     | <b>IV</b>      | <b>V</b>       | <b>VI</b> | <b>VII</b>     | <b>VIII</b>    |
|------|-----------|----------------|----------------|----------------|----------------|-----------|----------------|----------------|
|      | <b>BS</b> | <b>BS + 10</b> | <b>BS + 20</b> | <b>BS + 30</b> | <b>BS + 45</b> | <b>MS</b> | <b>MS + 15</b> | <b>MS + 30</b> |
| Step |           | 200            | 400            | 600            | 900            |           | MS + 300       | MS + 600       |
| 1    | \$40,329  | \$41,149       | \$41,969       | \$42,789       | \$43,989       | \$45,189  | \$46,389       | \$47,589       |
| 2    | \$41,349  | \$42,169       | \$42,989       | \$43,809       | \$45,009       | \$46,209  | \$47,409       | \$48,609       |
| 3    | \$42,369  | \$43,189       | \$44,009       | \$44,829       | \$46,029       | \$47,229  | \$48,429       | \$49,629       |
| 4    | \$43,389  | \$44,209       | \$45,029       | \$45,849       | \$47,049       | \$48,249  | \$49,449       | \$50,649       |
| 5    | \$44,409  | \$45,229       | \$46,049       | \$46,869       | \$48,069       | \$49,269  | \$50,469       | \$51,669       |
| 6    | \$45,429  | \$46,249       | \$47,069       | \$47,889       | \$49,089       | \$50,289  | \$51,489       | \$52,689       |
| 7    |           | \$47,269       | \$48,089       | \$48,909       | \$50,109       | \$51,309  | \$52,509       | \$53,709       |
| 8    |           | \$48,289       | \$49,109       | \$49,929       | \$51,129       | \$52,329  | \$53,529       | \$54,729       |
| 9    |           |                | \$50,129       | \$50,949       | \$52,149       | \$53,349  | \$54,549       | \$55,749       |
| 10   |           |                | \$51,149       | \$51,969       | \$53,169       | \$54,369  | \$55,569       | \$56,769       |
| 11   |           |                |                | \$52,989       | \$54,189       | \$55,389  | \$56,589       | \$57,789       |
| 12   |           |                |                |                |                |           |                |                |

## **ARTICLE XVI---CREDIT HOURS FOR MOVEMENT ON THE SALARY SCHEDULE**

1. All hours for movement on the salary schedule must be approved graduate hours.
2. Vertical movement on the salary schedule shall be limited to one step per contract year regardless of horizontal movement.
3. Graduate hours which will be considered as valid hours for movement on the salary schedule must meet one of the following criteria:
  - A. Hours in the teaching field
  - B. Hours in courses designed to improve knowledge and understanding of the students
  - C. Hours in curriculum improvement and evaluation
  - D. Hours in sociological and philosophical foundations of education
  - E. Hours in psychological foundations of education
  - F. Hours outside the field of education which are taken to meet certification requirements
  - G. Hours in an advanced degree program in the teaching field which are an approved part of that program by the granting institution .
4. All district sponsored inservice credit courses will be considered approved hours for movement on the salary schedule and will be considered the same as on-campus courses.
5. Undergraduate hours that will be considered as valid hours for movement of the salary schedule must meet one of the following criteria:
  - A. Additional certification, if required by the Board of Administration to teach the following year.
  - B. Hours taken toward technology literacy.

- C. Supplemental is increased .75 percent of the base each year, up to five (5) years, if a plan is on file in the District Office by September 10, indicating a person is actively working toward a Masters Degree Program.
6. The district will reimburse college credit at the rate of \$400.00 per graduate credit hour and \$225.00 per undergraduate credit hour. Reimbursement will apply to any teacher that is asked by the Board or Administration to add an endorsement to their license.
7. Professional Development Committee (PDC): Membership comprised of two (2) teachers from each building and one (1) administrator totaling five (5) for a two-year period. After the initial year of implementation each building will elect one teacher to replace the outgoing member. Administrators may alternate every two-year period.  
Professional Development points may be used to advance from the degree earned to degrees plus 10, 20, 30 + . (20 PDC points = 1 college hour).

Approval by the committee shall be based upon the subjective opinion as to whether such hours will be beneficial to the teacher or directly related to the teacher's area of work.

Committee chair shall be added to the extra duty/extra pay schedule at 2 percent of salary, while other members are to receive 1 percent salary.

#### PROCEDURES:

1. Prior to enrollment in a course or courses, the staff member will confer with the Building Principal for review of the course syllabus.
2. If the Building Principal concurs the course content is applicable for improvement of the teacher's field he may recommend the application for approval to the Superintendent.
3. Two copies of the application for approval will be submitted by the teacher.
4. After review of the application, the Superintendent will approve or disapprove the application. In all cases, the staff member and the Building Principal will be afforded the opportunity to confer with the Superintendent prior to final approval or disapproval.
5. One copy of the application will be returned to the staff member and the other copy placed in the staff member's file.
6. Questions regarding approval of hours for advancement on the schedule may be submitted to the Board of Education for review.

## **ARTICLE XVII---EXTRA DUTY PAY SCHEDULE**

EXTRA DUTY PAY----Teachers remaining in the same extra duty position shall be granted experience credit by multiplying the extra duty pay schedule percentage by the salary amount on the “BS” column corresponding to the years of experience in the same extra duty. (Example: Basketball coach with 4 years experience--10% x BS column Step 4.) The maximum years of experience shall be six (6) years. Only experience in U.S.D. 294 and experience in the same extra duty position will be allowed.

DUTY FREE LUNCH PERIOD---Teachers of U.S.D. 294 will be provided a duty free lunch. Teachers shall have the first opportunity to volunteer for lunch duty at either school, and receive one adult lunch for each service period worked.

MEALS PROVIDED FOR LUNCH DUTY DAYS---Persons who volunteer for lunch duty shall be paid one (1) adult lunch for each service period worked

SPECIAL EVENTS---Employees covered by this agreement will receive \$9.00 per hour for working at special events. Also, teachers who serve on committees which meet beyond the regular work day shall be compensated at a rate of \$9.00 per hour. The assignments will include, but not be limited to, such areas as ticket-takers, doorkeepers, scorers, timers, debate or speech tournaments, and music festivals.

All employees covered by this agreement will be given the opportunity to volunteer. Payment for these completed services will be made with the January payroll and the June payroll.

Teachers will submit hours worked from August 14 through December 31 to the activity director for verification of hours completed from August through December, or to the building principal to verify qualifying meeting dates attended to be included in the January payroll. The same process shall be followed for hours completed or meetings attended from January 1 through May 31 to be included in the June payroll.

PASSES FOR ELEMENTARY TEACHERS---Elementary school teachers employed by U.S.D. 294 will have the opportunity, at the beginning of each school year, to sign a work rotation roster at the attendance center. Their signature on this roster will give their consent for their names to be included on the work schedules at the Junior--Senior High School activities throughout the school year.

As recompense for their work they will receive:

- (1) a home pass for their families, good for all home activities in the Junior--Senior High school, or
- (2) a NWKL League pass, which shall be provided, as available, at the office for elementary faculty on a check out basis.

Complimentary Home Passes—The Board of education will provide complimentary home passes for those teachers that request one and are not eligible for a league pass.

UNIFIED SCHOOL DISTRICT #294  
Oberlin, KS  
2022-2023 (Extra Duty/Extra Pay) SALARY SCHEDULE FOR TEACHERS

|                            | Step         | 1               | 2               | 3               | 4               | 5               | 6               |
|----------------------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>CODE DESCRIPTION</b>    | <b>Base:</b> | <b>\$40,329</b> | <b>\$41,349</b> | <b>\$42,369</b> | <b>\$43,389</b> | <b>\$44,409</b> | <b>\$45,429</b> |
| 1 <b>MUSIC</b>             |              |                 |                 |                 |                 |                 |                 |
| 2 <i>High School Level</i> |              |                 |                 |                 |                 |                 |                 |
| 3 Band Director            | 8%           | \$3,226         | \$3,308         | \$3,390         | \$3,471         | \$3,553         | \$3,634         |
| 4 Vocal Director           | 8%           | \$3,226         | \$3,308         | \$3,390         | \$3,471         | \$3,553         | \$3,634         |
| 5 Musical                  |              |                 |                 |                 |                 |                 |                 |
| 6 a. Director              | 5%           | \$2,016         | \$2,067         | \$2,118         | \$2,169         | \$2,220         | \$2,271         |
| 7 b. Ass't Director        | 3.5%         | \$1,412         | \$1,447         | \$1,483         | \$1,519         | \$1,554         | \$1,590         |
| 8 c. Set Designer          | 3.5%         | \$1,412         | \$1,447         | \$1,483         | \$1,519         | \$1,554         | \$1,590         |
| 9 <i>Junior High Level</i> |              |                 |                 |                 |                 |                 |                 |
| 10 Band Director           | 5%           | \$2,016         | \$2,067         | \$2,118         | \$2,169         | \$2,220         | \$2,271         |
| 11 Vocal Director          | 5%           | \$2,016         | \$2,067         | \$2,118         | \$2,169         | \$2,220         | \$2,271         |



|    |   |      |         |         |         |         |         |         |
|----|---|------|---------|---------|---------|---------|---------|---------|
| 12 | <b>SPEECH ACTIVITIES</b>                  |      |         |         |         |         |         |         |
| 13 | <i>High School Level</i>                  |      |         |         |         |         |         |         |
| 14 | Play                                      | 5%   | \$2,016 | \$2,067 | \$2,118 | \$2,169 | \$2,220 | \$2,271 |
| 15 | a. Set Design                             | 3.5% | \$1,412 | \$1,447 | \$1,483 | \$1,519 | \$1,554 | \$1,590 |
| 16 | Speech                                    | 8%   | \$3,226 | \$3,308 | \$3,390 | \$3,471 | \$3,553 | \$3,634 |
| 17 | Drama Club                                | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 18 | Speech Assistant                          | 4.0% | \$1,613 | \$1,654 | \$1,695 | \$1,736 | \$1,776 | \$1,817 |
|    | <b>ACTIVITY SPONSORS</b>                  |      |         |         |         |         |         |         |
| 19 | <i>High School Level</i>                  |      |         |         |         |         |         |         |
| 20 | Cheerleader                               | 13%  | \$5,243 | \$5,375 | \$5,508 | \$5,641 | \$5,773 | \$5,906 |
| 21 | National Honor Society                    | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 22 | Kayettes                                  | 0%   | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     |
| 23 | FFA                                       | 6%   | \$2,420 | \$2,481 | \$2,542 | \$2,603 | \$2,665 | \$2,726 |
| 24 | Head Jr. Class Sponsor/Prom Coordinator   | 3%   | \$1,210 | \$1,240 | \$1,271 | \$1,302 | \$1,332 | \$1,363 |
| 25 | Yearbook/School Paper                     | 6%   | \$2,420 | \$2,481 | \$2,542 | \$2,603 | \$2,665 | \$2,726 |
| 26 | Student Council                           | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 27 | Asst Cheerleader                          | 0%   | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     |
| 28 | Scholar Bowl                              | 5%   | \$2,016 | \$2,067 | \$2,118 | \$2,169 | \$2,220 | \$2,271 |
| 29 | Concession Stand                          | 5%   | \$2,016 | \$2,067 | \$2,118 | \$2,169 | \$2,220 | \$2,271 |
| 30 | TACT                                      | 0%   | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     |
| 31 | SOCS Web Page                             | 4%   | \$1,613 | \$1,654 | \$1,695 | \$1,736 | \$1,776 | \$1,817 |
| 32 | <i>Junior High Level</i>                  |      |         |         |         |         |         |         |
| 33 | Cheerleader                               | 4%   | \$1,613 | \$1,654 | \$1,695 | \$1,736 | \$1,776 | \$1,817 |
| 34 | Assistant Cheerleader                     | 0%   | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     |
| 35 | Student Council                           | 1%   | \$403   | \$413   | \$424   | \$434   | \$444   | \$454   |
| 36 | Scholar Bowl                              | 3%   | \$1,210 | \$1,240 | \$1,271 | \$1,302 | \$1,332 | \$1,363 |
| 37 | <b>ELEMENTARY ACTIVITIES</b>              |      |         |         |         |         |         |         |
| 38 | Memories Book                             | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 39 | Homework Assistant                        | 0%   | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     |
| 40 | OES Musical                               | 4%   | \$1,613 | \$1,654 | \$1,695 | \$1,736 | \$1,776 | \$1,817 |
| 41 | <b>DISTRICT COMMITTEES AND ACTIVITIES</b> |      |         |         |         |         |         |         |
| 42 | Textbook Committee Chair                  | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 43 | SIT Team                                  | 1%   | \$403   | \$413   | \$424   | \$434   | \$444   | \$454   |
| 44 | Curriculum Council                        | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 45 | PDC Chair                                 | 4.5% | \$1,815 | \$1,861 | \$1,907 | \$1,953 | \$1,998 | \$2,044 |
| 46 | Redesign Pilots/KESA                      | 7%   | \$2,823 | \$2,894 | \$2,966 | \$3,037 | \$3,109 | \$3,180 |
| 47 | School Improvement                        | 2%   | \$807   | \$827   | \$847   | \$868   | \$888   | \$909   |
| 48 | Site Council                              | 1%   | \$403   | \$413   | \$424   | \$434   | \$444   | \$454   |
| 49 | Art Displays & Shows K-12                 | 3%   | \$1,210 | \$1,240 | \$1,271 | \$1,302 | \$1,332 | \$1,363 |
| 50 |   |      |         |         |         |         |         |         |

UNIFIED SCHOOL DISTRICT #294  
Oberlin, KS  
2022-2023 SALARY SCHEDULE FOR COACHES

| Step                          | Years of Experience | Class I  | Class II | Class III | Class IV | Class V |
|-------------------------------|---------------------|----------|----------|-----------|----------|---------|
|                               |                     | 6%       | 7%       | 8%        | 9%       | 13%     |
| 1                             | 1                   | \$2,420  | \$2,823  | \$3,226   | \$3,630  | \$5,243 |
| 2                             | 2                   | \$2,481  | \$2,894  | \$3,308   | \$3,721  | \$5,375 |
| 3                             | 3                   | \$2,542  | \$2,966  | \$3,390   | \$3,813  | \$5,508 |
| 4                             | 4                   | \$2,603  | \$3,037  | \$3,471   | \$3,905  | \$5,641 |
| 5                             | 5                   | \$2,665  | \$3,109  | \$3,553   | \$3,997  | \$5,773 |
| 6                             | 6 & Over            | \$2,726  | \$3,180  | \$3,634   | \$4,089  | \$5,906 |
| Base Salary Column 1, Step 1: |                     | \$40,329 |          |           |          |         |
| Base Salary Column 1, Step 2: |                     | \$41,349 |          |           |          |         |
| Base Salary Column 1, Step 3: |                     | \$42,369 |          |           |          |         |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| Base Salary Column 1, Step 4:   | \$43,389   |  |  |  |  |
| Base Salary Column 1, Step 5:   | \$44,409   |  |  |  |  |
| Base Salary Column 1, Step 6:   | \$45,429   |  |  |  |  |
|   |  |  |  |  |  |
| <b>Class Definitions:</b>   |  |  |  |  |  |
| Class I   | Junior High Assistant Coach-Track  |  |  |  |  |
| Class II  | Junior High Assistant Coaches-Basketball, Football, Volleyball, Wrestling                          |  |  |  |  |
| Class III   | Junior High Head Coach - Track   |  |  |  |  |
| Class IV  | Junior High Head Coaches - Basketball, Football, Volleyball, Wrestling                             |  |  |  |  |
|   | Senior High Assistant Coaches - Basketball, Football, Track, Volleyball, Wrestling                 |  |  |  |  |
| Class V   | Senior High Head Coaches - Basketball, Football, Track, Volleyball, Wrestling, Golf, Cross Country |  |  |  |  |
|   |  |  |  |  |  |
| <b>Note:</b> Experience is based on number of years in the assigned sport |  |  |  |  |  |

### ARTICLE XVIII--EXTENDED CONTRACT PAY

The following teaching assignments will be contracted to work additional days beyond the number of days as defined in Article IV of this contract agreement.

|                                  |   |
|----------------------------------|---|
| District Media Center Specialist | 8 days                                    |
| Elementary Counselor             | 5 days                                    |
| High School Counselor            | 20 days                                   |
| Vocational Ag Instructor         | 20 days                                   |
| Drivers Education                | 40 days, or as enrollment numbers dictate |

Extended contract salary will be computed at 1/181 per extended contract day of the annual teaching salary.

Other Assignments not listed on the Extra Duty Pay Schedule shall be as follows:

|                              |            |
|------------------------------|------------|
| OES Administrative Assistant | \$800.00   |
| Vocational Ed Coordinator    | \$2,000.00 |
| Weightlifting Class/Hr .5    | \$1,102.50 |
| Summer Weight Program        | \$2,125.00 |

Additionally, CTE Pathway Application/Maintenance shall be paid 1% of base, per pathway, in the April payroll.

Mandatory training that occurs outside of a Teacher's contract will be paid at a rate of \$27.00 per hour. Elective Training and conventions shall be excluded, not to say that they aren't valuable or to be encouraged.

The Board is requiring that a statement with time, dates, and signatures to be approved by the Superintendent.

#### **ARTICLE XIX---SUBSTITUTE PAY**

When a teacher is assigned substitute classroom duty by the Building Principal, that teacher will be reimbursed at a rate of \$27/hour and the time will be rounded to the nearest quarter of the hour. Teachers will be responsible for logging their time with the appropriate paperwork, which each office's staff will send to the district office monthly. .

## **ARTICLE XX---FRINGE BENEFIT POOL**

The board will establish a Salary Reduction Fringe Benefit Plan for all teachers to comply with Section 125 of the Internal Revenue Code. Each teacher shall have the right to reduce his/her salary by \$9,000.00 for the purpose of purchasing the district's group health insurance benefits, group-term life insurance up to \$100,000.00, salary protection insurance, dependent care, cancer insurance, dental insurance (if health insurance exceeds \$350 per month), or medical deduction not covered by health insurance benefits.

Any teacher desiring to reduce his /her salary amount shall provide written notice to the superintendent on the forms provided by the superintendent on or before September 1 of each year. The notification shall include the dollar amount of salary reduction and benefits selected. The benefits or amount of the reduction may not be changed during the plan year except changes in the plan will be allowed upon a change in family status of the employee or the cost of coverage.

The plan will cover all certified teachers that are employed half-time or more. The insurance benefits will be selected by the board. If allowed under Section 125 of the Internal Revenue Code, any insurance refunds will be paid on a pro-rata basis to all employees based on premiums paid.

## **ARTICLE XXI—INSURANCE BENEFITS**

For the 2022-2023 school year, the Oberlin USD 294 District will fund a health insurance allowance equal to \$606.79 monthly. For employees that take the district health insurance, any funds in excess of the current employer paid health insurance premium must be used to purchase additional healthcare products available through existing plans offered by the district or may be used to contribute to a 403b TSA (tax sheltered annuity) or the district's HSA (health savings account) option. If you choose not to purchase additional offered health products or contribute to a 403b TSA (tax sheltered annuity) or the district's HSA (health savings account) option, then you will lose the additional benefit funds.

Any changes in coverage will be by mutual consent of the Board and Oberlin KNEA.

## **ARTICLE XXII---DUTY DAY---AMOUNTS OF WORK**

The normal workday shall be seven and one-half (7 ½) hours, excluding lunch period. The classroom schedule for grades 7—12 will be eight (8) periods, homeroom excluded, and will not exceed the normal workday of seven and one-half (7 ½) hours. Full-time teachers will have a minimum of three and one-half (3 ½) hours of planning per week. The bell schedule shall be as proposed by the Oberlin KNEA.

The Oberlin Elementary School and Decatur Community Junior/Senior High School days will span across the same number of minutes.

Arrival time will be 8:00 a.m. and departure time will be 4:00 p.m.

## **ARTICLE XXIII—GRIEVANCE**

### **A. Definitions**

1. Grievance: Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or a complaint that the employer or its agents acted in bad faith or an arbitrary or capricious manner.
2. Aggrieved Person: The person, persons, or the Association making the complaint.
3. Party in Interest: The person, persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Days: Except when otherwise indicated, days shall mean working days.

### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise from time to time affecting employees.

### **C. Procedure**



1. Level One  
The aggrieved person shall seek to resolve the grievance informally with his/her principal or other immediate supervisor.
2. Level Two
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion of the grievance, he/she may file the grievance in writing within ten (10) days of the Level One response simultaneously with the Association or its designee and the principal.
  - b. Within five (5) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person and his/her representative of the Association in an effort to resolve it. The principal shall submit his/her decision in writing to the aggrieved person and the Association within five (5) days after the meeting.
3. Level Three
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the Association or its designee for transmittal to the superintendent or his/her designee.
  - b. Within five (5) days after receipt of the written grievance the superintendent or his/her designee will meet with the aggrieved person and his/her representative from the Association in an effort to resolve it. The superintendent shall submit his/her decision in writing to the aggrieved person and the Association within five (5) days of the meeting.
4. Level Four
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the Association or its designee for transmittal to the Board or its designee
  - b. Within five (5) days after receipt of the written grievance, the Board will meet with the aggrieved person and his/her representative from the Association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within five (5) days of the meeting.

#### **ARTICLE XXIV--EARLY RETIREMENT**

Early retirement is voluntary and at the option of the employee. Any employee who wishes to retire early may do so under the provisions of this article.

Eligibility:

Paragraph 1: Early Retirement Incentive

1. Faculty members of the District who may find it necessary or desirable to retire from employment with the District prior to normal retirement age, may elect to take early retirement under the terms and conditions set forth in this Article. Early retirement is entirely voluntary and at the discretion of eligible faculty.
2. Eligibility - A faculty member is eligible for early retirement if such faculty member:
  - a. is currently a certified faculty member.

- b. is not less than 53 years of age and not more than 64 years of age as of September 1 of the year of selection,
- c. has 5 years or more of *consecutive* employment service with the District 294, and 20 years minimum in education.
- d. provides documentation that the process for retirement with the Kansas Public Employees Retirement System (KPERs) has been initiated.
- e. has met the minimum requirements of KPERs for retirement.

Eligibility for early retirement will be verified by the superintendent. Any faculty applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.

- 3. Application - Any faculty member wishing to retire at the end of a contract year must notify the Superintendent of his/her intent by April 1 of that contract year. It shall include the following information:
  - a. a statement of the applicant's desire to take early retirement,
  - b. the anticipated date of retirement,
  - c. the applicant's birth date and age on the date of retirement,
  - d. the current mailing address and telephone number of the applicant,
  - e. the number of years applicant has been employed by the District,
  - f. the total number of years of service credit recognized by KPERs,
  - g. applicant's average of top three years annual compensation,
  - h. payment would be made in October,
  - i. whether the applicant desires health insurance coverage through the District's health insurance plan.
- 4. Following final action by the Board on any application for early retirement, the superintendent shall notify the applicant, in writing, of the final disposition and the date and amount of annual early retirement benefits to be paid.

Paragraph 2: Early Retirement Benefits

It is further provided that on a year-to-year basis, upon receiving an employee's application for early retirement, the Board Clerk shall compute, on or before March 1, an estimated early retirement benefit for the faculty member making application. This information shall become a part of the faculty member's permanent file.

For any faculty, past the age of 53, choosing the early retirement option, the benefit shall be as computed on the current data. Early retirement monies will be deposited in a 403b plan in the retiree's name by the District.

Any faculty member who selects early retirement after the age of 60 will be placed on this schedule as if they had requested early retirement at age 60, i.e., a faculty member who applies at age 62 would receive 18%, 14%, and 11%. No benefits are available to a faculty member after the age of 64.

An eligible faculty member who takes early retirement is entitled to receive annually from the District a sum of money (early retirement benefit) to equal 95% of the average of the three highest years consisting of regular salary and health benefits based on the following table:

1<sup>st</sup> year of eligibility.....29%

|  |     |
|--|-----|
| 2 <sup>nd</sup> year of eligibility..... | 23% |
| 3 <sup>rd</sup> year of eligibility..... | 18% |
| 4 <sup>th</sup> year of eligibility..... | 14% |
| 5 <sup>th</sup> year of eligibility..... | 11% |

(Maximum cost of 95% of the average of three highest years)

Paragraph 3: Terms and Conditions

The following terms and conditions shall apply to the District's early retirement plan:

1. The Board of Education reserves the right to grant or deny any or all applications for early retirement in any given year;
2. The Board of Education has the right to limit the number of early retirements granted to no more than five in any given year;
3. The annual early retirement benefit shall be payable by the District through a 403b plan in the retiree's name in October;
4. A faculty member taking early retirement shall have the option to maintain health insurance coverage through the District's health insurance;
5. All early retirement benefits, including the option to maintain health insurance, shall automatically terminate at the time a faculty member reaches age 65 or eligible for Medicare;
6. A faculty member who takes early retirement shall have the responsibility to keep the District informed of his or her current mailing address and telephone number;
7. A faculty member who takes early retirement shall not thereafter be eligible for full-time employment by the District; (\$20,000 max.)
8. In the event of the death of the retiree, the remaining portion of the early retirement benefit would be paid to her/his designee or heirs.
9. Should the Board decide not to adopt the early retirement incentive program in any given year, all teachers which were on the program prior to the non-adoption will continue on the program until the completion of their 65<sup>th</sup> year of age at the rate they entered;
10. 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 unless readopted by the Board of Education.

## **ARTICLE XXV---TERMINATION, NON-RENEWAL, REDUCTION-IN-FORCE**

Reduction in Force (R. I. F.): In the event a reduction-in-force (RIF) becomes necessary, the Board will first attempt to accomplish such reduction through attrition. If attrition does not accomplish the Board's approved staff reduction, the following criteria in this order will be used to determine who is retained:

1. District needs, educational goals and state/federal laws
2. Qualifications
3. Years in district and administrator recommendations
4. Extra Duties/Committees

It is understood by all parties, that by law, tenure overrides nontenured personnel.

## RE-EMPLOYMENT:

Recall Procedures: Professional employees released due to a reduction-in-force shall have rights to recall and consideration for re-employment for two years from the first contract day of the year after their release. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of two years from the date of nonrenewal.

For those employees who have been non renewed through a reduction-in-force, at reemployment, the employees(s) shall retain any benefits which had accrued to said employee(s) at the time of nonrenewal. (meaning tenure, salary, accumulated sick leave, etc.)

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

If a non-probationary teacher is terminated, he/she shall be afforded the right for an appeal to the Board of Education of USD #294. The teacher may also have other appeal rights through K.S.A. 72-5446.

A probationary teacher is a teacher in their first three (3) years of employment with USD #294. The teacher's administrative supervisor may, at their discretion, extend the probation period up to an additional two years for a total probationary period not to exceed five (5) years. (The probationary teacher may be non-renewed without statement of reason.)

A non-probationary teacher is a teacher who has been awarded his/her fourth teaching contract, or the sixth teaching contract if the probationary period has been extended following his/her successful completion of the probationary period.

If the probationary teacher is non-renewed, he/she shall be notified of the Board's intent to non-renew prior to the third Friday in May.

Non-probationary teachers may be non-renewed for good cause, including ineffective performance, provided the evaluation 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 documented unsatisfactory performance. While timelines are expected to be followed extenuating circumstance may be considered with mutual agreement of both parties.

Except if the non-renewal is due to violation of State or Federal laws or board policy, if the non-renewal is based on other reasons, including disciplinary factors, those separate procedures as outlined in the "Agreement" shall be followed prior to the termination or non-renewal.

If the non-probationary teacher is non-renewed, he/she shall be notified of the intent to non-renew prior to the third Friday in May. The notification shall include the reasons for the non-renewal. The non-renewed teacher will have fourteen (14) calendar days from the receipt of the letter to file a written request with the Board Clerk for a

meeting before the Board of Education of USD #294. The meeting provided for under this section shall be held in executive session with neither party having the right to have counsel present. The non-renewed teacher may elect to have two (2) individuals present with them during the meeting for the purpose of moral support. Within ten (10) days after the meeting, the board shall reconsider its reason or reasons for non-renewal and shall make a final decision as to the matter at that time in open meeting by a majority vote of the board.

All teachers have until fourteen (14) days after the third Friday in May to notify the board of their interest not to return to the school district.

The board reserves the right to recover the following liquidated damages for teachers who resign from their contracts after the statutory deadline, with the exception of teachers who must resign due to catastrophic illness or accident of teacher or immediate family member, assumption of primary caregiver responsibilities for a family member, military draft, and other reasonable exemptions:

- Teachers who submit their resignation after fourteen (14) days after the third Friday in May - a fee of 2% of that individual teacher's base salary.
- Teachers who submit their resignation after forty-two (42) days after the third Friday in May - a fee of 4% of that individual teacher's base salary.

To encourage timely decisions to benefit recruitment of new teachers, any teacher who submits their resignation on or before March 1st shall be paid an \$800 stipend.

## **ARTICLE XXVI—POSTING VACANCIES**

### Posting Vacancies

In the event that a vacancy becomes available in the district for teaching, extra duty, or Administrative assistant positions, all current staff will be notified that such an opening exists and will be given an opportunity to place their name in consideration for the position(s).

The vacancies will be posted for no less than ten (10) school days prior to an appointment being made. This will be done in writing in all attendance centers and on the staff e-mail.

- (a) Should such a vacancy occur during the contract year, this posting may be reduced to two (2) school days, where filling the vacancy is imperative.
- (b) The vacancy list shall include, when appropriate, a job description, building location, status, i.e., permanent, temporary, part-time, etc.; the qualifications desired, and the contact person to address.

## **ARTICLE XXVII—PROCEDURES FOR TEACHER, PATRON, PARENT AND STUDENT RELATIONS**

Teacher Rights  
Preamble

Teacher rights are separate from the grievance procedure. Teacher rights are to be defined as the way in which concerns between parents, patrons, and/or students and teachers are to be received. It is recognized that:

- a) While the teacher is responsible for conducting himself/herself in a professional manner at all times, the teacher has the right to expect the same professional consideration from parents, patrons, and students; and
  - b) While parents must have the opportunity to involve themselves in their child's education, that involvement should be in a manner conducive to furthering a cooperative atmosphere between the school and community.
- The purpose of the teacher rights section is to insure the professional treatment of teaching personnel.

## Section 1. Procedure

Based upon the presumption that each teacher has been hired because of his/her competence in subject matter, instructional techniques, developmental tasks, knowledge of learning characteristics, classroom management and discipline techniques; the following chain of command acknowledges that the teacher has the professional and educational background to appropriately manage a classroom.

**Step 1:** The parent, patron, and/or student should meet with the teacher to discuss the conflict and alternatives. This meeting should take place at the earliest possible time following the perception of the problem and/or conflict. The teacher should exercise his/her professional position in initiating this meeting. The teacher shall notify the building principal of the results of the meeting. The teacher shall advise the principal beforehand of the conflict and meeting. The building principal can best advise the teacher if completely informed of the situation.

**Step 2:** Should the meeting between the teacher and parent, patron, and/or student prove unsuccessful, the teacher or the parent, patron, and/or student shall request a meeting with the building principal for the purpose of resolving the conflict. It is then the co-responsibility of the parties involved to carry out the plan of action developed at this meeting. Both the request for the meeting and the plan of action shall be in writing, stating the nature of the concern or conflict, previous attempts at resolution of the concern or conflict, dates of prior meetings between the teacher and parent, patron, and /or students and the plan of action developed at the meeting between the parent, patron, and/or student, the building principal and the teacher. The written statement for the meeting with the building principal must be signed by the party(ies) seeking the meeting. When the building principal is approached directly concerning a perceived conflict or concern involving a teacher by a parent or student, the parent, patron, and/or student, they will be directed first to approach the teacher for resolution of the perceived concern or conflict. The teacher will be notified as soon as it is convenient or practical to do so by the building principal concerning the nature of the concern expressed by the parent, patron, and/or student in order that the teacher may properly prepare to discuss the matter with the parent and/or student.

**Step 3:** If the conflict cannot be resolved at the building level, any of the parties involved may approach the superintendent to seek a solution to the problem. All parties involved must be advised of this action and the superintendent should set a meeting date at the earliest possible time. The meeting will involve the teacher, the building principal, and the parent, patron, and/or student and the superintendent. It is the responsibility of all parties involved to develop a plan of action and to carry out that plan. Said plan will be in writing and added to the form containing the written concern or conflict and any previously agreed upon resolution. Should the teacher default on his/her responsibility, proper disciplinary action shall be taken by his/her building principal. Should the student default on his/her responsibility proper disciplinary action will be taken.



## Section 2 Superintendent/Board Involvements

Should the parent, patron, and/or student seek the involvement of the superintendent or a school board member, they will be referred directly back to the building principal in who's building the incident occurred. Only after having been involved as outlined in Step 3 shall the superintendent involve himself/herself in the conflict directly. School board members shall refer a person directly back to the teacher and/or building principal, also.

## Section 3. Public Comments

Should a group of parents seek to speak out about a teacher or subject matter at a school board meeting a prior meeting must have been held with the building principal and the teacher to alert them of the nature of the concern. If concerns arise in the public forum of a board meeting, the Superintendent will inform the teacher and building administrator the nature of concern and discussion within at least a week's time.

## Section 4. Private Meetings

Should it become necessary to visit with a parent, patron, and/or student in private, the building principal and superintendent shall have consulted with the teacher beforehand in order to have background information about the conflict. The teacher shall be advised of the content of this meeting.

## ARTICLE XXVIII—DISCIPLINARY PROCEDURES

Certified professional staff members are expected to be informed concerning state statutes on public education and Board of Education policies. The administrators for the district are expected to conduct a continuous education program for employees in regard to Board of Education policies. When a policy is violated, the main concern is corrective action and not punishment. Discipline is taken to mean, “to teach” as to mold, correct, or perfect. The intent of this entire policy is to be progressive and constructive.

Teacher Discipline – Just Cause: No teacher will be subject to discipline without just cause. The specific grounds forming the basis for disciplinary action will be made in writing and given to the teacher.

Actions for Policy Violations: The following actions are recommended and approved when violations of policy occur:

1. **Reminders:** A staff member who inadvertently violates a policy should be advised of the violation. The board recognizes that employees will make mistakes.
2. **Letter of Concern Placed in Personnel File:** When a staff member violates policy the appropriate administrator may place a letter of concern in said employee’s personnel file. The educator shall have the opportunity to respond to the letter. The written response shall be attached to any retained written record of the situation. The original of any of the previous mentioned documents shall be signed and dated by both parties prior to placement in the permanent file. This signature represents only an acknowledgement of its existence.
3. Whenever time and circumstances permit, documented efforts will be made to identify and implement intervening helpful/corrective measures before initiating suspension or termination procedures.

Right to Representation: The teacher has the right to counsel, representatives or consultants of their own choosing at any conference.

## **ARTICLE XXIX---SAVINGS CLAUSE**

If any provision of this agreement or any application of this agreement to employees covered by the agreement is held to be contrary by law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **CONTRACT AGREEMENT:**

When there is a conflict between this Agreement and any Board policy made unilaterally, the Agreement shall control. The Agreement shall not be altered, amended or changed except in writing approved by both the Board and Association, and which writings shall then be added to the document and become a part of it.

### **HOLDOVER:**

In the event that the Board and the Association shall fail to secure a Successor Agreement, prior to the termination of the Agreement, this Agreement shall continue in force and effect in all its terms and conditions until the Successor Agreement is reached.

### **CLOSURE CLAUSE:**

1. Both the Board and the Association stipulate that all mandatory subjects of negotiations, which either party proposed to negotiate, have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement except by mutual consent.
2. This agreement may be amended at any time by the mutual consent of both parties. However, no amendment shall be binding unless executed in writing and ratified by both the Board and the teachers bargaining unit with the latter's election conducted by the Association.

## **ARTICLE XXX—COURTESY TRANSPORTATION**

The board agrees to provide transportation of a teacher's minor child between the elementary and high school at the close of the school day. The guidelines will be established by the transportation director and the superintendent of schools.

## **ARTICLE XXXI--CONTRACT FORMS**

Contract forms, as per those attached, shall be used by Unified School District 294 and the Oberlin KNEA.

### **Summer School Contracts**

When the board of education and building principals determine the need, the school district shall provide summer classes at OES and DCJ/SHS. Teachers will be paid \$100 for 4 hours (3 of which will be student contact time). Substitutes are the responsibility of the contract teacher who will pay the sub \$90 for 4 hours (3 of which will be student contact time).

Summer contracts will be paid on the June pay date.

Summer school positions shall be posted by May 7. Positions will be made available via e-mail. Staff must apply in writing or via e-mail to the building principal by May 14.

Positions shall be filled with certified staff first. Positions left available after May 14 may be filled as the principals see fit. The building principals shall make all appointments.

The number of teachers may vary after student enrollment is completed. Should student enrollment numbers not warrant the number of teachers hired prior to knowing the enrollment numbers, administration reserves the right to reduce or increase the number of certified staff to accommodate the number of students enrolled for summer school.

**UNIFIED SCHOOL DISTRICT NO. 294  
TEACHERS CONTRACT**

**NAME:**  
**CONTRACT STEP:**

**ASSIGNMENT:**  
**BUILDING:**

It is hereby agreed, by and between the Board of Education of Unified School District No. 294, in Decatur County, State of Kansas, hereinafter called the "Board" and \_\_\_\_\_ hereinafter called the "Teacher": that the teacher is hereby employed by the school district for **181** contract days beginning on the 15<sup>th</sup> day of August, 2022: and to perform the following 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 attend professional meetings authorized by the Board or Superintendent;

To cooperate with the administrators and other teachers in planning and coordinating the teaching program;

To perform such school services as may be mutually agreed upon by the Board and teacher listed herein;

**Teaching Salary: \$**

For these services the Board agrees to pay the teacher: An annual salary of \$ \_\_\_\_\_ to be paid in twelve (12) monthly installments on or before the 20<sup>th</sup> day of each calendar month.

The Board reserves the right to assign the teacher to such duties and building which is in the best interest of the district.

This contract shall be void if the teacher fails to have on file with the Board continuously during the employment a valid Kansas Teachers' Certificate for the level at which he/she is employed and for the subjects which he/she is employed to teach. The board shall allow ten (10) days sick leave each year, accumulative to sixty (60) days. The Board shall pay a monthly insurance benefit of \$539.62 to be applied towards medical.

In compliance with a resolution passed by the Board at a meeting held on the 8th day of August, 2022, we hereunto subscribe our names this \_\_\_\_\_, 2022.

President: \_\_\_\_\_

Teacher: \_\_\_\_\_

Attested by Clerk: \_\_\_\_\_

**OBERLIN UNIFIED SCHOOL DISTRICT NO. 294**

**SUPPLEMENTAL CONTRACT**

This contract, made and entered into, this 15<sup>th</sup> day of August, 2022 by and between the Board of Education of Unified School District No. 294, Decatur County, Kansas, hereinafter called the "Board" and \_\_\_\_\_ hereinafter called the "Teacher".

The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District No. 294, Decatur County, Kansas for the school year **2022-2023**, whose supplemental duties as defined and scheduled by the Board, shall include the following:

|    | Supplemental Assignment | Salary |
|----|-------------------------|--------|
| 1. |                         |        |
| 2. |                         |        |
| 3. |                         |        |
| 4. |                         |        |
| 5. |                         |        |
| 6. |                         |        |
| 7. |                         |        |
| 8. |                         |        |
| 9. |                         |        |

said salary payable in twelve equal monthly payments commencing September 20, 2022.

Pursuant to K.S.A. 72-5412a, this contract is supplemental to the provisions of the Teacher's principal or primary Contract, a copy of which is attached hereto but is not a part thereof.

WITNESS OUR HANDS on this day and year first written.

By

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Teacher

ATTEST: Date: \_\_\_\_\_

\_\_\_\_\_

Clerk, Board of Education

**OBERLIN UNIFIED SCHOOL DISTRICT NO. 294**

**SUMMER SCHOOL CONTRACT**

This contract, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Board of Education of Unified School District No. 294, Decatur County, Kansas, hereinafter called the "Board" and \_\_\_\_\_ hereinafter called the "Teacher".

The parties hereto agree that the Teacher shall be employed by the Board as an employee of said Unified School District No. 294, Decatur County, Kansas for the summer of \_\_\_\_\_, whose summer school duties as defined and scheduled by the Board, shall include the following:

| <b>Summer School Assignment</b> | <b>Number of Days</b> | <b>Salary</b> |
|---------------------------------|-----------------------|---------------|
| _____                           | _____                 | _____         |

said salary payable in one lump payment on **June** \_\_\_\_\_, 20\_\_\_\_.

This contract is supplemental to the provisions of the Teacher's principal or primary Contract.

WITNESS OUR HANDS on this day and year first written.

By

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Teacher



ATTEST:    Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Education

**OBERLIN UNIFIED SCHOOL DISTRICT NO. 294**  
**RULE 10 CONTRACT**

It is hereby agreed, by and between the Board of Education of Unified School District No. 294, Decatur County, State of Kansas, hereinafter called the "Board" and \_\_\_\_\_ hereinafter called the "Rule 10 Coach", that the Rule 10 Coach is hereby employed by the school district with the assignments as described below.

Duties to be determined by the Building Principal.

Assignments and Salary to be as follow:

**Job, Experience    \$Price**

Salary to be paid in equal payments on:  
November 20 and December 20

\_\_\_\_\_  
Date \_\_\_\_\_

Date

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Superintendent

Rule 10 Coach