

Unified School District

#374

Sublette Schools



Negotiated Agreement

2024-2025

TEACHER EMPLOYMENT AGREEMENT
With
USD No. 374 BOARD OF EDUCATION
School Year 2024-2025

The Board of Education of USD No. 374 and the negotiation team of the Sublette Education Association have reached agreement on items for the **2024-2025 school year**.

The policy set forth herein shall be included by reference in the contracts of all teachers employed by USD No. 374. This Agreement shall be made part of the teacher's contract, with the same force and effect as though fully set herein.

It is therefore agreed:

ARTICLE I – REFERENCE CLAUSE

The policy set forth herein shall be included by reference in the contracts of all teachers employed by USD No. 374. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. The Board and the Association agree to the commitments contained herein and give them full force and effect.

ARTICLE II – SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Furthermore, the superintendent and any two members of the Sublette Education Association as delegated by the Association shall enter into discussion and present at the next scheduled Board meeting a joint recommendation to replace any provision found to be contrary to law.

ARTICLE III – DURATION OF AGREEMENT

This agreement was ratified on June 17, 2024, and is effective July 1, 2024.

This agreement will continue in full force and effect to and including **June 30, 2024** and thereafter for successive one year period, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

ARTICLE IV – LEAVES

A. Sick Leave

Full time certified employees employed less than twelve (12) months per year shall be granted ten (10) working days each year at full salary for personal illness, illness of family members, medical and dental appointments. Sick leave shall accumulate to a maximum of ninety (90) working days for each staff member employed for less than twelve (12) months.

Certified employees who work part days shall have ten (10) part days for sick leave, which shall accumulate as described above. Total accumulation shall be sixty (60) part days.

Sick Leave Bank

The Board will contribute sixty (60) days annually to a sick leave bank for professional employees. Days unused are not accumulative.

The following conditions will apply in the administration of the sick leave bank:

1. A professional employee must have used all of his/her accumulated sick and personal leave before applying to the sick leave bank for additional days.
2. Sick leave days from the bank may be used for the illness, injury, or disability suffered by the professional employee or by members his/her immediate family.
3. Professional employees may request up to a maximum of ten (10) days per year from the sick leave bank. Days will be granted a first come-first ask basis.
4. Requests to use days from the sick leave bank must be made in writing and submitted to the Superintendent on or before the last day of the school year.
5. Requests shall include the reason for the request and the number of days requested.
6. The illness, injury or disability suffered by the employee or members of the employee's immediate family must be of such nature that it prevents the employee from fulfilling teaching duties, after all sick and personal leave has been depleted.

A committee will be appointed annually to administer the sick leave bank. The Association shall appoint one teacher from the Elementary, one teacher from the Middle / High School, and one representative from the association. The Board shall appoint one administrator and the Superintendent shall serve as an ex-officio member of the committee and as an ad hoc chairperson.

The committee will consider each request within ten (10) days of the receipt of the request.

Approval of a request must be by majority vote of the committee.

A physician's statement documenting the severity of the illness, injury or disability may be requested by the committee.

Decisions of the committee are final and are not subject to the grievance procedure.

Donation of Sick Leave Days

- A teacher may donate one of his/her un-used sick days to any other teacher once the receiving teacher has exhausted all of his/her original sick and personal leave and has also touched the already established Sick Leave Bank for either the limit of 10 days or else for the number of days in the bank, if fewer than 10 days are available.
- A receiving teacher may acquire up to 30 additionally donated days for any one occurrence/need.
- If the receiving teacher is in need of additional days following the use of the originally donated days, he may receive up to an additional 20 days if the donations are made available for use by the remaining teachers.
- Written, dated and signed notice of a donation of a sick leave day must be submitted to the BOE Clerk by the donating teacher.
- The teacher in need may only access extra donated days AFTER the BOE Clerk has officially accepted them. (Meaning a person can't use a donated sick day, knowing one is on the way.)
- No donated days may be carried over into a new contract year.
- No teacher is allowed to solicit other teachers for days to be donated.
- BOE Clerk will advertise for teacher need.
- No days will be accepted beyond the immediate need.

B. Extended Sick Leave

Full time professional employees shall be granted ten (10) working days extended sick leave for his/her first year of employment in USD No. 374, twenty (20) working days for the second continuous year of employment in USD No. 374, and thirty (30) working days in each succeeding year of employment in USD No. 374. Extended sick leave shall be defined as leave with a salary reduction, which is equal to a substitute teacher's salary as specified in provisions of Board Policy GBA, Page 6.

C. Bereavement Leave

Each certified employee may use his/her accumulated sick leave and his/her extended sick leave for reason of death of a relative of the employee or the employee's spouse. Such use shall be limited to five (5) days per bereavement except as otherwise noted in the following paragraph.

The superintendent of schools may approve the use of accumulated sick leave and extended sick leave for reason of the death of a relative of the employee or the employee's spouse beyond the five (5) day limit provided that the superintendent determines that circumstances are such that an extension is justified.

Bereavement leave requested for death of a person(s) other than as specified above will be granted at the discretion of the superintendent.

D. Legal Leave

Certified employees shall be granted leave without loss of pay for reasons of fulfilling civic or patriotic responsibilities except that any amount, other than reimbursement of expenses, which the employee received for his/her services, shall be reimbursed to the district. Examples of reasons for such leave are jury duty and military pre-induction physical examinations. Arrangements for such leave shall be made with the employee's principal.

E. Personal Leave

Certified employees shall be allowed four (4) days of personal leave per year. Personal leave is not accumulative.

Certified employees will be given one (1) additional day of personal leave upon their 20th year of accumulated experience. This includes experience at USD 374 and certified experience elsewhere.

Application for personal leave shall be filed with the building principal three (3) full days before the date requested for the leave. (Exception: The superintendent may waive the three-day filing requirement when the employee could not know sufficiently in advance of the need for leave.)

The building principal is to base his/her recommendation for approval or disapproval of the requested personal leave to the superintendent on the availability of a suitable substitute; need of the staff member requesting the leave to be at school because of a scheduled school activity; rate of absenteeism from school of the employee requesting leave.

Personal leave will usually not be granted on the following days:

- a. During preschool in-service days;

- b. The first 5 days and the last 5 days of the school year;
- c. During semester examinations;
- d. On scheduled in-service days during the regular school term;
- e. The day prior to or the day following a regularly scheduled vacation;

Unused personal leave days may be converted to sick leave days. Such converted days shall not be reimbursable under the Payment for Unused Sick Leave Days paragraph.

Unused personal leave days will be converted to sick leave days after the completion of the school term provided said conversion will not exceed the maximum allowable sick leave days as specified in Article IV, Paragraph A, or the employee shall be reimbursed for unused personal days at the same rate paid to substitute teachers.

F. Weather Leave

In the event an employee cannot get to work because of inclement weather, the employee may claim a sick leave day. A leave request must be filed in the usual manner stating such sick leave request.

G. Sick Leave Pool

If incidents of extraordinary illness occur during the contract year that deplete the sick leave pool, certified employees shall have the option of contributing up to five days of unused sick leave to aid the employee(s) who is/are affected.

1. All certified employees are enrolled in the sick leave pool.
2. An employee requesting to use days from the pool must make that request in writing to the board clerk and superintendent of schools. The request must include reason and number of days requested, not to exceed 10.
3. The board clerk, upon authorization from the superintendent, will send out an e-mail to all certified staff, requesting a donation of accumulated sick days to the requesting employee.
4. After one week, the clerk will accept requested number of days, not to exceed 10.
5. Certified staff donating will be contacted, notifying them of the number of days deducted from their respective sick leave days.
6. Five requests will be allowed in a contract year, per person.

Payment for Unused Sick Leave

The Board of Education shall pay each teacher upon retirement under KPERS, in the case of a disability that would prevent continued employment by the district, or the teacher's beneficiaries in the event of the teacher's death, \$25 per each day of accumulated unused sick leave not to exceed sixty (60) days. Termination of employment other than those listed above will not be eligible for payment of unused sick leave.

The Board of Education shall pay each teacher for unused sick leave up to ten (10) days at a rate of \$20 per day at the end of each contract period after all sick leave days used have been applied to the records in the Central Office. Unused sick leave pay will be computed in the June check.

Associational Professional Time

A total of two (2) teacher days will be available for the representatives of the local teachers' association (SEA) to attend meetings of the state teachers' association. A teacher day is the equivalent of one (1) teacher being absent for one (1) day.

ARTICLE V – INSURANCE OPTIONS

BE IT HERE NOTED: In the 1992-93 Teacher Employment Agreement this article was titled Teacher Benefits. With the 1993-94 agreement, the \$1,920 "fringe benefit amount" was added to the base of the salary schedule. Therefore, there is no longer a separate "fringe benefit amount." Insurance coverage available will be listed in this section.

HEALTH INSURANCE

Health insurance coverage will be available through the health insurance carrier selected by the Unified School District #374 Board of Education. USD #374 will pay the cost of a full single policy, including dental coverage, not to exceed a total cost to the District of \$600 per month.

If a participating member has spousal paid health insurance, or elects to enroll in the District provided marketplace health insurance plan, USD 374 will pay \$150.00 per month cash in lieu of health insurance for that employee. Proof of such spousal paid health insurance policy will be required.

If a participating employee has a family member who is no longer eligible for coverage under the employee's group family membership, said person shall not be eligible for either single or family group membership under the district's plan except as provided under the COBRA Law.

INSURANCE OPTIONS:

TERM LIFE INSURANCE

Available from the following companies:

- 1) KASB Risk-Management
- 2) KPERS (Window open annually)

CANCER INSURANCE

Available from the following companies

- 1) KASB Risk-Management

VISION INSURANCE

Available from the following companies:

- 1) Vision Care Direct

Notification of the insurance options selected must be given to the clerk of the board by each teacher on or before July 1.

No change shall be made in the insurance selection after notification has been given to the clerk on July 1, except as necessary for Section 125 benefit elections.

SALARY REDUCTION FRINGE BENEFIT PLAN:

The Board will establish a Section 125 "Cafeteria" fringe benefit plan. This plan will provide that the Board make contributions pursuant to a salary reduction agreement under which a teacher may choose to reduce his or her compensation and have such amount contributed on their behalf for the purchase of non-taxable employee benefits. The Board shall provide the opportunity for each teacher to execute a salary reduction agreement once annually to cover all premiums for the teacher's selection benefits. Once the annual allocation for each selected benefit is made, the only change that will be allowed is for a fluctuation in the health care premium.

ANNUITIES AND 403(b) PLANS:

The district will conduct business with a maximum of five-(5) annuity and/or 403(b) companies. Five (5) participants will be required to add a company.

The Board will pay \$75 per month toward the employee's 403(b) plan, provided the employee matches this amount in their own 403(b) / 457 plans. These plans must be provided through National Life.

DISTRICT PROVIDED BENEFITS

ARTICLE VI—COLLEGE HOURS

- A. The Board of Education requires the same amount of college hours as required by the State Department of Education for recertification.
- B. The Board of Education will reimburse certified employees who were under contract with the Sublette schools during the last school year and who will continue under contract with the Sublette schools the next school year for acceptable college credit earned between September 1 of the preceding school year and August 31 of the current year at the rate of \$125 per semester hour not to exceed fifteen (15) semester hours per indicated twelve (12) month period. Such payment shall be considered a partial reimbursement of the expenses incurred by the certified employee for college credit. No payment shall be made until the certified employee shall verify the successful completion of college credit by filing an official transcript showing such credit in the office of the superintendent. (The term “acceptable college credit” applicable to horizontal movement on the salary schedule shall mean “earned semester hours leading to certificate renewal and/or an advanced degree.”)
- C. A deadline for the presentation of transcripts justifying a columnar change and/or reimbursement be established as follows:
 - 1. Columnar change—November 1 of current school year.
 - 2. Reimbursement—anytime during the current school year for credit earned during the preceding September 1 to August 31 credit year.
- D. The certified employee shall notify the superintendent or clerk by May 1 of the current school year of possible column change for the following school year. A reminder notice shall accompany the lump sum request form, which will be generated, from the Central Office.
- E. In-service hours credit will be applicable to column movement. It takes twenty (20) in-service credits to equal one credit hour. Each certified employee will be responsible to certify documentation to the Central Office of the in-service credits earned to equal one credit hour. The Central Office staff will not keep cumulative records. Failure to notify the district of the in-service credits will nullify the credits for those hours. The in-service certification guidelines for use of in-service credit for recertification will be used. To move from Column B.S. to B.S. plus 15 would require one half in-service credits and one half college credit hours. (Twenty (20) in-service credits equal one credit hour.) The same would apply to move from column B.S. plus 15 to Column B.S. plus 40 or B.S. plus 40 to Column M.S. To move from column M.S. to Column M.S. plus 15 or from Column M.S. plus 15 to Column M.S. plus 30 would require either 15 in-service credit hours or 15 college credit hours or any combination thereof.

ARTICLE VII – EXTRA DUTY ASSIGNMENTS

- A. Each certified employee will be paid the following for extra duty assignments (e.g. selling tickets, taking tickets, keeping score/time, filming or football/basketball announcing).

All extra duty assignments will be paid at \$12.00 per hour.

- B. Each teacher will have the option of volunteering for lunchroom duty. (Definition of lunchroom duty is time actually spent in the lunchroom with students.) If there are enough teacher volunteers to cover all duty shifts, volunteer teachers will be used and duty lunches will be provided by the district for those volunteer teachers.
- C. In the event that there are not enough volunteers to cover all duty shifts, no teacher volunteers will be used for lunchroom duty and it will then become an administrative decision as to lunchroom supervisory staff.
- D. Other noon supervisory duties such as hall duty or recess duty will begin when students are dismissed from the lunchroom.
- E. Any meetings or student supervision activities held outside of the normal contracted school day for certified employees which are not covered in a supplemental contract will be optional attendance activities for certified employees, except each principal may schedule a maximum of one (1) staff meeting per month outside of the normal school day for up to 30 minutes. Activities or field day trips started during the school day will be considered part of the school day if it continues beyond the 3:40 p.m. end of school day.
- F. CCC, School Improvement Teams (SIT), and SAC meeting attendance will be paid at \$25.00 per meeting. Members are encouraged to be on time and the length of each meeting shall be limited to one hour in duration.
- G. All teachers will be allowed four (4) full workdays.
- H. Teachers will be paid \$20 for substituting during their assigned prep period.

ARTICLE VIII – USE OF SCHOOL FACILITIES AND EQUIPMENT

The Sublette Education Association shall have the right to schedule the use of school facilities and equipment for meetings to conduct business for the Sublette Education Association by submitting

the building use form to the superintendent. Priority of use shall be on a first scheduled, first use basis.

ARTICLE IX – WITHHOLDING OF PROFESSIONAL DUES

The Board of Education will withhold, without cost to an employee, dues for NEA, Kansas-NEA, KPAC, and the Sublette Education Association from the salary of any employee who requests such withholding. A written request upon the form provided by USD No. 374 shall be submitted not later than September 1, or the first day of the calendar month coinciding with or following employment. Requests submitted at other dates will not be recognized.

Dues shall be withheld, upon proper request, in approximately equal monthly installments beginning the first pay date of the contract year or following employment. A check for dues withheld each month shall be issued to and made payable to the Sublette Education Association.

ARTICLE X – SALARY

The base salary for the 2023-2024 school year will be \$41,800.00. The agreed upon salary schedule for supplemental contracts is as the attached schedule indicates. The supplemental salary schedule is based on \$40,800.00 and the supplemental schedule will become a part of the negotiated agreement. Qualifications for placement on salary schedule: B.S. plus certification. Hours taken beyond the B.S. Degree for certification will not apply for placement on the salary schedule.

ESL/BILINGUAL PROGRAM – TEACHER PARTICIPATION

The District receives funds from the State government for the purpose of providing as ESL program in the District.

The Board agrees to budget an appropriate amount of these funds for teachers. The amount of these funds will be determined by first providing for the operational costs of the program including the cost for equipment. The remaining funds will be divided equally among those district teachers who have received ESL/Bilingual certification from the Kansas State Board of Education. The amount of these funds may vary from year to year because of the level of funding from the State government as well as the number of teachers participating in the program.

Annually a committee made up of three teachers and the superintendent will meet to review the ESL/Bilingual budget. Teachers will have input into how the funds are budgeted and how the funds are expended. The three teachers on the committee will be selected by the teachers from the three levels – one from the elementary, one from the middle school and one from the high school. The committee will meet as often as the committee members deem appropriate.

ARTICLE XI—CONTRACT

- A. The contract form will remain the same as used during the preceding year except for any change negotiated and mutually agreed upon.
- B. The Board must notify an employee of contract non-renewal, and any employee not returning must notify the Board, on or before the 14th calendar day following the third Friday in May or, if applicable, not later than 15 days after the issuance of a unilateral contract, as authorized by K.S.A. 72-2238, and amendments thereto, whichever is the later date. When ratification of any new employment agreement is reached, the employee will have ten (10) days later, to return his/her contract to the Central Office.
- C. Certified staff members shall be issued supplemental contracts for positions listed on the salary schedule and shall be paid based on the current schedule. Supplemental contracts are not subject to the continuing contract law or to the tenure statutes. Supplemental contract pay is paid to the employee in nine (9) or twelve (12) equal installments and is subject to all withholdings as is payment for regular classroom teaching.

The building principal and superintendent will recommend staff members to the Board of Education for supplemental contracts.

- D. Certified employees are contracted for no more than 180 days; less, if directed by the current school calendar. Contracted school day shall be from 7:45 a.m. - 4:00 p.m.
- E. In the event a certified person requests to be released from a contract with the district, the Board will consider such request, recognizing however, in the consideration thereof, that its first obligation is to the school children of the district. If it is found by the Board that the educational program of the district will not be impaired, and if a suitable replacement can be found, such person may be released from the obligation of his or her contract.

The Board will accept the resignation of a teacher tendered after the fourteenth (14th) calendar day following the third Friday upon receipt of:

4% of the base salary* for a resignation received after the fourteenth (14th) calendar day but prior to the thirty-fifth (35th) calendar day, following the third Friday in May.

6% of the base salary* for a resignation received on or after the thirty-fifth (35th) calendar day, but before the fifty-sixth (56th) calendar day, following the third Friday in May.

8% of the base salary* for a resignation received on or after the fifty-sixth (56th) calendar day, following the third Friday in May.

The Board reserves the right to waive the requirement while still accepting the resignation.

*Base salary is the salary for the first column (BS) and for the first step (0) on the adopted salary schedule.

RE-ASSIGNMENT AND WAIVER

If a teacher is re-assigned to a new position within the district, by the Board or administration after May 15th, and the teacher subsequently resigns, the penalty for last resignation shall be waived.

RELEASE FROM CONTRACT

In the event a certified person requests to be released from a contract with the district, the Board will consider such request, recognizing however, in the consideration thereof, that its first obligation is to the school children of the district. If it is found by the Board that the educational program of the district will not be impaired, and if a suitable replacement can be found, such person may be released from the obligation of his or her contract.

JOB OPENING NOTICES

Notices of district job openings will be e-mailed to certified staff through their district e-mail address. Job openings for activity workers will be listed and placed in the high school, middle school, and elementary school teachers' lounges in the form of a sign-up sheet.

ARTICLE XII – GRIEVANCE PROCEDURE

Alleged grievances by certified staff members shall be resolved through the procedures outlined herein.

Definition: Grievance

A "grievance" shall mean a written complaint by a certified staff member that the terms of his/her contract as it applies to the individual employee have been violated by the Board of Education or its designers who administer said employment contract, except that the term "grievance" shall not apply to any matter to which:

- a. A method of review is prescribed by law or by any rule or regulation of the State Board of Education having the force and effect of law, or
- b. The Board of Education is without authority to act.

Definition: Aggrieved Person

An "aggrieved person" shall mean a certified staff member affected by and filing the grievance.

Definition: Days

The term "days" shall mean when school is in session during the regular school term.

Materials filed and/or exchanged under this procedure shall be sufficient to provide copies to:

- a. The aggrieved person
- b. The building principal or other immediate supervisor
- c. The superintendent of schools

Nothing in this procedure shall prevent either the supervisor or the certified staff member assigned to the supervisor from initiating and/or pursuing informal conferences regarding mutual concerns prior to the filing of written notice of a grievance as provided in Level I.

The provisions of this procedure shall be available only to an employee of USD No. 374. Any and all rights granted by the Board of Education of USD No. 374 to a certified employee hereunder shall terminate at such time as the aggrieved person ceases to be an employee of said Board of Education through resignation, termination, or non-renewal of an employment contract or the completion of duties thereunder.

Level I:

The aggrieved person shall submit a completed Grievance Form, provided at the conclusion of this document, to the building principal or other immediate superior not later than the tenth (10) day following the occurrence of the action serving as the basis for the grievance. The person with whom the grievance is filed shall schedule a conference within five (5) days with

1. Resolving the matter if possible; and
2. Gaining complete details regarding the alleged incident.

The aggrieved person shall be present at the Level I conference. He/she may be accompanied by a representative of his/her choosing who may serve as spokesman for him/her.

Not more than five (5) days following the conference, the building principal or other immediate superior shall make a written response of his/her decision regarding the grievance to the aggrieved person.

Dissatisfaction with the written response or the failure of the building principal or other immediate superior to make a written response as required in this section shall be sufficient reason for the aggrieved person to appeal to the superintendent as provided in Level II.

Level II:

The aggrieved person may make written appeal to the superintendent within five (5) days following the receipt of the principal's or other immediate superior's written response. The appeal shall set forth the grievance and the solution sought. The superintendent shall schedule a conference with the aggrieved person and his/her representative, if any, shall be in attendance at the conference with the superintendent. The aggrieved person's representative may serve as spokesperson for him/her. The superintendent shall make a written response to the aggrieved person within five (5) days after the conference.

Level III:

If the aggrieved person is not satisfied with the written response from the superintendent, the aggrieved person may submit an appeal to the Board of Education within five (5) days after receiving the superintendent's response. The appeal shall set forth the grievance and the solution sought. A hearing before the Board of Education or a designated hearing officer shall be held within twenty (20) days after the appeal is filed with the Clerk of the Board. At the hearing, the Board and/or its representatives may be present. If a solution is reached, it shall be reduced to writing within five (5) days and be signed by both parties in order to become binding on both parties.

Level IV:

The provisions of this section shall only apply if a written agreement is not reached at prior levels. If no agreement is reached through conference in Levels I and II or a hearing as provided in Level III, the aggrieved person may appeal to the courts for redress.

GENERAL RULES:

1. Every certified staff member shall have the unobstructed use of this grievance procedure without fear of reprisal or prejudice.
2. The purpose of these proceedings is to secure equitable solutions to grievances of certified staff members.

3. Since the resolving of grievances should be expedited as much as possible, the time limits at each level shall be regarded as maximum and every effort shall be made to use fewer than the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so.
4. Documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the aggrieved except when such items are records relating to the general administration of the district or the aggrieved person's personnel records.
5. Forms for filing grievances, serving notices, and other documents, which are necessary, shall be determined by the superintendent of schools.
6. No certified staff member shall be required to discuss a grievance when the individual's representative, if any, is not present.
7. The Board will cooperate in the investigation of a grievance and furnish such pertinent and relevant information as is reasonable for the processing of the grievance.
8. Should the reasonable investigation or processing of the grievance require that a staff member or his/her representative be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits.
9. Grievances filed near the close of the school year shall be expedited so far as is reasonably possible with the intent to complete the processing before the close of the school year. If such completion cannot be accomplished, the processing may be continued following the beginning of the new school year upon written request by the aggrieved person.
10. Failure of the aggrieved person to follow procedures and meet deadlines herein shall be considered a waiver of rights granted hereunder as applied to a particular incident.

ARTICLE XIII – MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States.

The 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 judgment and discretion in connection there with shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms thereof are in

compliance with the Constitution and laws of the State of Kansas and the Constitution of the United States.

TEACHER EVALUATION DOCUMENT

When is it deemed necessary to implement a change in the evaluation document, a committee comprised of both principals, 2 elementary teachers (1-K-3 and 1-4-6), 1 middle school teacher, 2 high school teachers, chosen by the certified teaching staff of each respective building. This committee will research, amend, and present the new instrument to the SEA for recommendation to the Board for approval.

STAFF PERFORMANCE IMPROVEMENT PROCEDURE

The accompanying guideline will serve as a useful tool for the use with any staff member who is providing questionable service in one or more areas of responsibility. If this plan is carefully followed, a sound opportunity for improvement will exist. This procedure is to be used after formal evaluation and oral conferences and is to be developed by the principal, superintendent or other educators not employed by the district.

XIV. Calendar Committee Guidelines

The school district calendar is adopted by the Board of Education. The number of duty days for teachers is established by negotiations with the BOE & SEA and for other personnel appointed by the BOE.

A committee should consist of the following:

- ** Three (3) patrons selected by the Board of Education
- ** Three (3) teachers, one each, representing the three schools in the district and selected by the SEA, and the President of SEA.
- ** One (1) member of the classified staff, selected by the Superintendent.
- ** Two (2) administrators or directors, selected by the Superintendent.
- ** One (1) member of the Board of Education appointed by the President of the Board of Education.

The Superintendent of Schools shall act as an ex officio member of the committee and shall serve as an ad hoc chairperson.

The committee shall make recommendations for school calendars within the guidelines as defined in statute. At least two proposals should be presented to the staff in each building, through the committee representatives on the committee, for the purpose of informing the staff and determining their preference of calendars by means of a survey. The result of the staff survey and other input will be considered by the committee which should then prepare and submit to the Board of Education prior to March 1st its final recommendations on a calendar. The calendar, which was approved by consensus of the committee.

The Board of Education retains the right to make the final decision regarding the adoption of the school calendar. In the event the Board makes changes in the calendar approved by the committee, it will direct the Superintendent to present a letter to the President of the Association and members of the calendar committee detailing the changes and the rationale therefore.

If an emergency should arise during the calendar year, requiring a change in the calendar, the Superintendent or his designee shall confer with available member of the committee to advise them of the situation and his action on the emergency change. The Superintendent may take such final action, as he feels appropriate under the circumstances.

Unified School District No. 374 will use a committee as described above in the development of the school calendar for the ensuing school year.

PLAN OF ASSISTANCE FOR IMPROVING TEACHER PERFORMANCE

I. Background Information

Teacher's Name: _____

Teaching Assignment: _____

II. Statement of deficiency

III. General statement for plan of assistance

IV. Program to be followed

V. Assistance to be offered

VI. Monitoring System

1. There will be a minimum of one classroom observation and check on progress per week for a specified period of time. Afterward, there will be a conference with you and a summary submitted in writing of your achievement as it occurs.
2. Alterations to this plan may be made depending on additional information or lack of need to continue any given requirements. Any additions or deletions will be made in writing to you.

3. A final evaluation of the satisfactory or unsatisfactory achievement of your performance pertaining to the previous state deficiencies will be made at the end of the specified period of time. At such time a recommendation will be made based upon your achievement.

VII. Final Evaluation

The degree to which you have corrected deficiencies stated in this plan of assistance will be reviewed with you. The expectation is for verifiable improvement in your performance to a level where the stated deficiencies will no longer exist.

Teacher Signature

Date

Administrator Signature

Date

CC: Personnel File

GBAQ-R

Reduction in Professional Staff Work Force

As a result of authority granted to the board of education by Kansas statutes, the board has the responsibility of determining composition of the professional staff necessary to implement and maintain education programs of USD #374. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of professional employees employed by the district. Reduction of classified personnel will be considered prior to the reduction of certified personnel.

Should the superintendent and board determine that professional staff reductions must be made, it shall be accomplished through normal attrition, resignations or retirement.

In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this agreement.

DEFINITIONS

As used in this policy, the following terms will have the following meanings:

“Professional Employee” shall mean any employee of the district who is regularly assigned, on a part-time or full-time basis, to the instructional staff of the district in a position which requires a certificate issued by the State Board of Education; but shall not include administrators or classified employees.

“Days” shall mean calendar days.

“Temporary professional employee” shall mean a professional employee who is employed for less than a full school year and is employed on a non-continuing contract.

“Part-time professional employee” shall mean a professional employee who is assigned less than a full school day.

“Probationary professional employee” shall mean a professional employee who has been employed with the district for less than two (2) full consecutive years.

“Permanent status professional employee” shall mean a professional employee who has been employed with the district for two (2) or more full consecutive years.

“Seniority” shall mean the period of most recent, continuous and uninterrupted employment with the district, as determined from the effective date of employment; provided, however, an approved leave of absence shall not be construed as an interruption of continuing employment.

“Classified employee” shall mean employees without certification from the State Board of Education who are employed by the district.

PROCEDURE

1. Whenever the board of education determines that a necessary reduction of professional staff will not be accomplished through normal attrition, resignation, retirement or non-essential classified personnel, all professional employees of the district will be advised of the reasons for the reduction of professional staff and will be informed of the procedures and considerations to be used in determining which employees will have their contracts non-renewed.
2. After considering the above recommendations, the administrative team will review all relevant facts and circumstances and will recommend those professional employees whose contracts will be non-renewed.
3. In making those determinations included in (1), the superintendent shall give consideration to all of the following factors (not listed in priority order);
 1. Seniority
 2. Teaching experience in specific service areas
 3. Areas of certification
 4. Advanced degrees and additional credit hours as reflected by the professional employee’s placement on the salary schedule
 5. Professional educational performance as determined from professional employee’s evaluations
4. After determining that a reduction of professional staff is required, the administrative team will then consider professional employees for non-renewal in the following sequences:
 1. Temporary professional employees;
 2. Probationary part-time professional employees;
 3. Permanent status part-time employees who decline an offer of full-time employment;
 4. Probationary full-time professional employees; and
5. Permanent status full-time professional employees.

1. Any permanent status part-time professional employee who is being considered for non-renewal will be afforded the opportunity to be considered for full-time employment with the district. If such permanent status part-time professional employee accepts the offer to be considered for full-time employment, then he/she will be placed in the category of permanent status full-time professional employee.
2. At the time recommendations are made for the non-renewal of contracts of designated professional employees, the data will be presented in writing in support of recommendations. If a recommendation is based on factors other than the primary factor of seniority, reasons for the recommendations will be made in writing to the Board and the affected professional employee.
3. The school district will observe all provisions of the continuing contract statute, K.S.A. 72-5410, 72-5111 and 72-5412 to notify employees that their positions will be terminated because of necessary reduction in staff. By April 10, or sooner if possible as information becomes available, the school district shall prepare a list of the names of the employees whose positions have been eliminated.

RECALL OF PROFESSIONAL EMPLOYEES

1. Prior to RIF non-renewal, the board shall attempt to place the employees to be laid off in other teaching positions.
2. Individuals who are RIFed shall be offered recall in reverse order of layoff to vacant positions which they are certified to fill.
3. A teacher who is laid off shall remain on a preferential hiring list for two (2) years.
4. Recall will be initiated immediately upon the existence of a vacancy in the district.
5. No new or substitute appointments shall be made by the board while there are laid off employees available who are certified to fill the vacancies.
6. No teacher will lose his/her recall rights if he/she secures other employment during the lay off.
7. Any employee recalled shall be given full salary, related benefits and experience as if continuously employed with the district.
8. Notices of vacancies in the system will be mailed to persons on the preferential hiring list at the same time school notices are posted in the schools. Employees within the system shall have priority for movement when their qualifications for the position are equal or superior to those of applicants

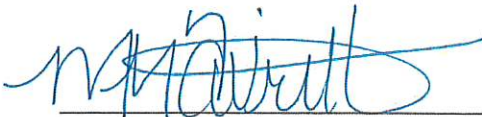
9. Any employee laid off shall be afforded recall rights unless specifically waived in writing. The board shall annually provide the Association with a current list of those who have retained these rights. The Association shall have the right to file a grievance for a teacher who is not currently employed if it appears that his/her recall rights have been violated. A professional employee who has been RIFed has the responsibility of maintaining a current address with the Administrative Office.

EMPLOYMENT AGREEMENT

The Unified School District #374 Board of Education and the Sublette Education Association agree to the commitment contained herein and give full force and effect.

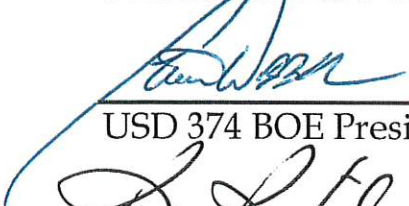
SUBLETTE EDUCATION ASSOCIATION



SEA Representative


SEA Negotiator

Signed this date: 4/07/2024

BOARD OF EDUCATION, USD #374


USD 374 BOE President / Negotiator


Superintendent

Signed this date:
6-17-2024

Attest: 
Clerk, USD #374 Board of Education

UNIFIED SCHOOL DISTRICT #374

GRIEVANCE REPORT FORM

Level (I) (II) (III) Date Filed (circle one to indicate level of Grievance)		
Name of Grievant Assignment	Name of Grievant	Building
A. Date cause of grievance occurred:		
B. Relevant contract provisions, Board policies, or administrative regulations or practices:		
C. Statement of grievant's claim (statement of facts upon which grievance is based – use additional pages if necessary):		
D. Relief desired:		
Signature:		Date:
Date received:		
E. Disposition by the appropriate administrator (attach additional pages if necessary):		
Signature:		
Date:		

Sublette USD #374
Certified Salary Schedule 2024-25

Current Year of Service	Completed Years of Service	BS	BS + 15	BS + 40	MS	MS + 15	MS + 30	MS + 45
1	0	42,800	43,532	44,263	45,099	45,831	46,562	47,294
2	1	43,291	44,032	44,771	45,617	46,358	47,097	47,841
3	2	43,782	44,532	45,279	46,135	46,885	47,632	48,388
4	3	44,273	45,032	45,787	46,653	47,412	48,167	48,935
5	4	44,764	45,532	46,295	47,171	47,939	48,702	49,482
6	5	45,255	46,032	46,803	47,689	48,466	49,237	50,029
7	6	45,746	46,532	47,311	48,207	48,993	49,772	50,576
8	7	46,237	47,032	47,819	48,725	49,520	50,307	51,123
9	8	46,728	47,532	48,327	49,243	50,047	50,842	51,670
10	9	47,219	48,032	48,835	49,761	50,574	51,377	52,217
11	10	47,710	48,532	49,343	50,279	51,101	51,912	52,764
12	11	48,201	49,032	49,851	50,797	51,628	52,447	53,311
13	12		49,532	50,359	51,315	52,155	52,982	53,858
14	13		50,032	50,867	51,833	52,682	53,517	54,405
15	14		50,532	51,375	52,351	53,209	54,052	54,952
16	15		51,032	51,883	52,869	53,736	54,587	55,499
17	16		51,532	52,391	53,387	54,263	55,122	56,046
18	17		52,032	52,899	53,905	54,790	55,657	56,593
19	18		52,532	53,407	54,423	55,317	56,192	57,140
20	19		53,032	53,915	54,941	55,844	56,727	57,687
21	20		53,532	54,423	55,459	56,371	57,262	58,234
22	21		54,032	54,931	55,977	56,898	57,797	58,781
23	22			55,439	56,495	57,425	58,332	59,328
24	23			55,947	57,013	57,952	58,867	59,875
25	24			56,455	57,531	58,479	59,402	60,422
26	25			56,963	58,049	59,006	59,937	60,969
27	26			57,471	58,567	59,533	60,472	61,516
28	27			57,979	59,085	60,060	61,007	62,063
29	28			58,487	59,603	60,587	61,542	62,610
30	29			58,995	60,121	61,114	62,077	63,157
31	30			59,503	60,639	61,641	62,612	63,704
32	31				61,157	62,168	63,147	64,251
33	32					62,695	63,682	64,798
34	33						64,217	65,345
35	34						64,752	65,892
36	35						65,287	66,439
37	36							66,986

Certified Supplemental Salary Schedule 2024-25

2024-2025 Supplemental Salary Compensation Guide Unified School District No. 374 - Sublette, Kansas

The following assignments will be compensated at the percentages and amounts shown. Amounts are computed based upon the percentage assigned to each duty. Percentages are figured based on the rate of 2022-2023 base salary: \$40,800.

High School

Head Coach	Units		Assistant Coach	Units	
Football	15%	\$6120	Football	11%	\$4488
Boys Basketball	15%	6120	Boys Basketball	11%	4488
Girls Basketball	15%	6120	Girls Basketball	11%	4488
Girls Volleyball	15%	6120	Girls Volleyball	11%	4488
Track (Girls and Boys)	17%	6936	Track (Girls/Boys)	10%	4080
Golf (Girls/Boys)	12%	4896	Golf (Girls/Boys)	8%	3264
Softball (Girls)	15%	6120	Softball (Girls)	11%	4488
Wrestling	15%	6120	Wrestling	10%	4080
Cross-country	11%	4488	Baseball	11%	4488
Baseball	15%	6120	Quiz Bowl Team	7%	2856
Powerlifting	4%	1632			

Middle School

Head Coach	Units		Assistant Coach	Units	
Football	11%	\$4488	Football	8.5%	\$3468
Boys Basketball	11%	4488	Boys Basketball	8.5%	3468
Girls Basketball	11%	4488	Girls Basketball	8.5%	3468
Girls Volleyball	11%	4488	Girls Volleyball	8.5%	3468
Track (Girls/Boys)	10%	4080	Track (Girls/Boys)	7.5%	3060
MS Wrestling	2.5%	1020			
MS Cross Country	2.5%	1020			

Sponsorships

Sponsorships	Units		Sponsorships	Units	
Instrumental Music	15%	\$6120	STUCO Sponsor	6%	\$2448
Vocal Music	15%	6120	K.A.Y.S	8%	3264
HS Science Olympiad	11%	4488	N.H.S. Sponsor	6%	2448
MS Science Olympiad	7%	2856	Yearbook	8%	3264
Co-Senior Class Sponsor	5.5%	2244	S-Club	5.5%	2244
Co-Junior Class Sponsor	7%	2856	GS Larks in Flight	7%	2856
HS Quiz Bowl	12%	4896	HS Drama Production	4%	1632
MS Quiz Bowl Sponsor	8%	3264	CTE Director	4%	1632
HS Musical Production	7%	2856	CTE Ag	4%	1632
District Testing Coord.	15%	6120	CTE Business	4%	1632
FFA	8%	3264	CTE Education	4%	1632
FCCLA	4%	1632	CTE Graphic Design	4%	1632
HS Cheer Sponsor	15%	6120	CTE Health	4%	1632
MS Cheer Sponsor	9%	3672	Building PDC Chairs	2.5%	1020
MLO	5%	2040	KESA Director	6%	2448
District Curriculum Crd.	23%	9384	Activities Director	25%	10200