NEGOTIATED AGREEMENT
JULY 1, 2019 ---------JUNE 30, 2020

U.S.D. 394 ROSE HILL BOARD OF EDUCATION
AND
ROSE HILL EDUCATION ASSOCIATION
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Negotiated Agreement
2019-2020

The following is the negotiated agreement between the Rose Hill Education Association (hereinafter called "the Association") and the Board of Education, Unified School District 394, Butler County, Kansas (hereinafter called "the Board"). Said agreement shall become effective upon being duly ratified by a majority of all educators and by the Board of the school district and shall be effective from July 1, 2019, through June 30, 2020. No provision of this agreement shall continue beyond June 30, 2020.

Copies for each educator shall be furnished by the Board to the Association for distribution to all educators employed for all or portions of the current year. An additional 10 copies shall be provided to the Association.

The Board recognizes the Association, affiliated with the Kansas National Education Association, for the purpose of negotiation sessions under KSA 72-5413 et seq. as the exclusive representative for the district’s educators.

Should any part of this agreement be declared illegal, that part shall be null and void, but the remainder of the contract shall remain in full force and effect.

Rose Hill Education Association Negotiating Team:

Brandon Barger
Cheryl Caton
Don Funke
Tonya McCullough
Donna Meyer
Cindy Shavlik
Josh Shirley
Sheryl Townson
Cindy Shavlik, Lead Negotiator & President

Board of Education Negotiating Team:
Vice President Kylene Roberts
Alyson Taylor-Smith
Jon Newman

[Signatures]

Cindy Shavlik, RHEA President
Rose Hill Education Association

Executed this 8th day of July 2019.

2019-2020, Rose Hill Board of Education:
Patricia Madden-Beran, President
Kylene Roberts, Vice President
Bob Westwood
Kylene Roberts
Alyson Taylor-Smith
Jon Newman
Timothy Hottovy

[Signatures]

Patricia Madden-Beran, President
Board of Education
Unified School District 394
Butler County, Kansas

Kylene Roberts, Vice President
Board of Education
Unified School District 394
Butler County, Kansas

Executed this 8th day of July 2019.

Superintendent of Schools:
Randal Chickadonz
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A. **ASSOCIATION:** Rose Hill Education Association, affiliated with Kansas-National Education Association and National Education Association.

B. **BOARD:** The Board of Education of Unified School District 394, Butler County, Kansas.

C. **BUILDING ADMINISTRATOR:** Person holding a valid building or district level administrator certificate/license and employed by the board as a building administrator.

D. **CURRENT YEAR:** Except when otherwise indicated, current school year shall mean the school year (s) as per dates given on page one of the current negotiated agreement.

E. **DAYS:** Except when otherwise indicated, days shall mean working days.

F. **BUSINESS MANAGER:** Person in charge of business operations for the Unified School District 394, Butler County, Kansas.

G. **DISTRICT:** Unified School District 394.

H. **EDUCATOR:** All certified/license, non-administrative employees, the nurse, and the school social worker assigned instructional and special service duties by the Board.

I. **EMPLOYED BY THE SCHOOL DISTRICT:** Employed by the school district pursuant to a written contract.

J. **SUPERINTENDENT:** Superintendent of Schools of Unified School District 394, Butler County, Kansas.

K. **DIRECTOR OF CURRICULUM** Person in charge of Curriculum for the Unified School District 394, Butler County, Kansas.

L. **PART-TIME / SHARED TIME EMPLOYMENT** Employment contracted for less than .8 of full-time contract. Part-time / shared-time educators are covered by the negotiated agreement except where noted*. Special provisions pursuant to altered duty day, instructional day, and planning times will be arranged by the part-time / shared-time educator, administration, and Association representative according to specific needs of the district. Written documentation of these individualized special provisions to the negotiated agreement will be given to the part-time / shared-time educator and Association. This document will be updated and reviewed annually.
ARTICLE I

A. Assignment - Reassignment

Teaching assignments for the ensuing school year will be made by the administration not later than the last teaching day of the school year. These assignments will be made by a letter of assignment.

(a) Building assignment
(b) General subject assignment or grade
(c) Level to be taught

B. Vacancies and Transfers

During the school year, the superintendent or designee shall post notice in all school buildings announcing any district vacancy, which requires Kansas certificate/license. During vacation periods, such notices shall be posted in the district’s administrative center and the building phone trees shall be activated. Such positions may be filled after being posted for five calendar days. Educators who desire a transfer to a posted position must file a written transfer request with the superintendent.

C. Reassignment

1. Should the Board decide that reassignment is necessary, the educator will be notified in the following manner:
   (a) Should a reassignment occur prior to the end of the current contract obligation, the educator will be notified of such change by conference.
   (b) Should a reassignment occur after the end of the contract obligation, the educator will be notified by phone. In the event phone contact cannot be made, notification of reassignment will be mailed to the educator at the listed summer address.

2. The reason or reasons for the reassignment will be in writing, if the educator so requests.

D. Late Resignations

1. Educators requesting release from their contract after June 1 will reimburse the Board for such release at the following amounts:
   (a) June 2 - June 30  $1,200
   (b) July 1 - July 31  $1,800
   (c) August 1 - May 30  $2,500

2. In the event the district must utilize a collection agency or services of an attorney to collect the above late resignation fee, the educator will be responsible for the additional cost to the district.

3. This amount shall be waived by the Board if the request is based on illness or transfer of a spouse. The amount may be waived by the Board approval in other unforeseen emergencies.
E. Contracts - Contracts shall be signed and returned to the district office within fifteen (15) days after said contracts have been offered to certified/licensed personnel provided contracts are offered during the school year. In the event contracts are issued during the summer months, contracts will be due within the first five (5) duty days of the new school year.

F. Professional Dress – Appropriate professional dress demonstrates a high regard for education and the teaching profession, and will present an image consistent with job responsibilities and community values and expectations. Appropriate professional dress reflects a shared vision of the District’s staff as motivated professionals working toward a common mission. In addition, it strengthens the community’s perception toward the District, public schools, and the teaching profession.

The Board of Education encourages appropriate dress that adheres to commonly accepted business standards. Clothing should convey a professional image by being coordinated, modest, and appropriate for a classroom or educational setting.

Attire should be appropriate for the educational activity to be engaged in that day and should also be appropriate for the role of the teacher or staff member in each activity (i.e., P.E. Teachers wearing athletic apparel; teacher planning and preparation days; Professional Development days).

An administrator concerned about an employee’s appearance should address his/her concerns with the individual employee.

ARTICLE II
PROFESSIONAL DUTIES

A. Reporting for Work
1. The Board of Education and Association agree to an instructional schedule which provides for a late start of one hour and 15 minutes.

2. The day shall be 7 hours and 30 minutes, except on the last working day of the week. The last working day of the week shall end immediately following the dismissal of students.

   a. The noticed reporting times shall be considered the normal duty day unless the staff is notified one week in advance of a time change. The one-week notification may be waived due to an unforeseen emergency.

   b. The normal duty day may be altered up to two times each school year for the purpose of open house/enrollment fair type of non-supervisory professional activities. Teacher and administrator input will decide the best use of these evenings’ activities.

   c. The duty day shall be 6 hours and 45 minutes on Wednesday’s of identified conference weeks.

3. The instructional day shall be 7 hours and 15 minutes four days of the week. On the late-start day the instructional day shall be 6 hours.

* Part-time / shared-time educators are not covered by this provision of the contract.
4. The time provided teachers by the late start schedule will be used for:
   (a) staff meetings,
   (b) SILT/NCA/QPA meetings,
   (c) ad hoc and/or building committee meetings,
   (d) Curriculum Council meetings,
   (e) Professional Development Council meetings,
   (f) team/individual planning,
   (g) grade level/departmental meetings,
   (h) K-12, cross building meetings,
   (i) student staffings,
   (j) district/building inservice, and/or
   (k) parent meetings
   (l) Superintendent’s Council
   (m) District Leadership Team

5. A Late Start Wednesday in its entirety once a month will be used for collaborative team planning for primary and intermediate teachers. The agenda is to be formulated by educators involved in said meeting.

6. Educators are to check in and out at a place designated by the building administrator. Any educator desiring to leave the grounds before the required time shall first notify and receive permission from the building administrator or his/her designee before leaving.

7. Any time set aside during the duty day and classified as planning time shall be used by the educator to improve or maintain his/her instructional skills in his/her regular assignment. Each educator will have planning time within the instructional day not less than 230 minutes per week for grades 6-12, provided the week has five full instructional days. Each educator, grades PreK-5, will have planning time within the instructional day not less than 280 minutes per week, provided the week has five full instructional days. A minimum of 30 minutes daily individual planning time will be guaranteed for each educator. All attempts will be made to schedule this time as an uninterrupted block.

* Part-time / shared-time educators are not covered by this provision of the contract.

8. The Board reserves the right to assign supervision of students on a temporary basis prior to and immediately following the instructional day. Permanent assignment or resolution shall be subject to completion of a problem-cause analysis involving representatives of all affected groups.

9. The Board shall not require educator attendance on days, or portions thereof, when school is cancelled or dismissed early due to an unforeseen emergency, including inclement weather.

B. Noon Hour Duties

1. The Board agrees to provide lunch recess supervision for all elementary educators.

2. The Board agrees that all educators will have a duty free lunch of 30 minutes.

3. All educators will have an open lunch policy and will notify the appropriate office when leaving the grounds.
C. Duty Year

1. The duty year will be no more than 187 for returning teachers. The duty year for teachers new to the district will be no longer than 191 days –4 days longer than returning teachers.

   a. Mentoring – At least one of those days will be with tenured mentoring teachers. Mentors will be chosen at the discretion of the building principals. Consideration for the selection of mentors will be partially based on being in the same department, years of experience, and/or having a common planning period. Mentoring will be voluntary.

   b. Mentor compensation
      i. Mentors of experienced teachers new to the district will receive $120 a day. If the building principal deems it necessary for the mentor to continue assisting said teacher, compensation for the mentor will be based on a log of activities kept by the mentor. Compensation could equal up to 10 hours each quarter at $20 per hour.

      ii. Mentors of first-year teachers will be compensated as above or the district will pursue and compensate the maximum available state aid for new teachers mentoring programs. Mentors will assist the district with the completion of the paperwork for this state available aid.

2. Calendar – The calendar is adopted by the Board with the teachers providing input into the structure of the calendar, including, but not limited to; conference days, holidays, spring break, beginning and ending days of the school year. Procedures for staff input will be as follows:

   a. Attendance center representatives to Superintendent’s Council will solicit suggestions and ideas regarding the calendar.

   b. This input will be presented at the Superintendent’s Council for discussion and the establishment of possible calendars.

   c. Additional input may be solicited from building staff as deemed necessary by the Superintendent’s Council representative.

   d. Staff will vote on two calendars proposed by the Superintendent’s Council representatives.

   e. Votes will be counted “one person - one vote.”

3. The Board reserves the right to establish a school calendar which, in the Board’s judgment, serves the best interests of the school district. Such a calendar may be atypical (e.g., split-session or year-round).

4. The district may provide two four-day weekends plus one day, 5 consecutive days, or one week-long break during the second semester.

D. Activity Duty Pay

1. All activity duties shall be compensated at the rate of $15.00 per hour. Portions of any hour will be pro-rated in 30 minute blocks or portions thereof. The activities shall
include, but not be limited to, ticket taking, announcing, score keeping, time keeping, spotting, bus sponsor, timing, field event judging, lines person, gate duty, or other supervisory assignment. Whenever possible, individual notification should be given to all educators three days prior to the duty date.

2. Notification should include duty, reporting time, building and schedule changes. Outside organizations or individuals may perform home game duties.

E. Educators Substituting for Other Educators

1. After an attempt has been made to secure a substitute and volunteers have been sought, the building administrator may assign an educator to cover another class during his/her preparation time. Compensation will be made according to the following method:
   
a. All educators losing less than their full planning period will be paid $5.00 per 20 minutes, or portion thereof, covered. High school or middle school educators who lose their entire planning time will be paid $15.00 per period covered.
   
b. In the event students are distributed into other teachers’ classes, said teachers will proportionately divide $15 per hour or any part thereof for substituting.

2. Payment under the provisions of this section will be made once per month.

F. Work Days

All educators will be allowed six (6) work days per school year.

1. Two (2) days prior to the arrival of students at the beginning of the school year.
2. A total of four (4) days to be determined by District Leadership Team (DLT).
3. All educators will be allowed to determine their work location.
4. Non-Student Contact Days - On non-student contact days, as defined for State reporting, all educators will be allowed to leave school premises when obligations have been met.

ARTICLE III
CONFERENCE DAYS

Two parent-teacher conferences, one each semester, will be held during the school year. Evening times will receive equal duty day compensation time. Parent-teacher conference schedules will be approved by the appropriate building administrator. Parent-teacher conferences are student contact days.

ARTICLE IV
REDUCTION IN FORCE

1. The staff may be reduced owing to a substantial decrease in the number of pupils, a substantial decrease in enrollment in specific programs and/or course offerings, causes over which the Board has no control, and/or Board approved modification of existing programs. The staff may also be reduced when positions are eliminated as a result of reduction in funds available to the Board.

2. To determine the number of educators to be reduced, the administrative staff will recommend to the Board the educational program for the district to meet the district’s educational goals. Educator input will be sought. The superintendent, subject to board
approval, shall determine the group of educators from which the reduction shall be made. The reduction shall be applied to the largest group or number of educators, which may be reasonably considered, based on licensure. Staff members in the group, or groups, where the reduction of staff is necessary will have the right of reassignment to another position for which they are licensed if one exists.

3. Within the specified group to be reduced, staff members shall be selected for non-renewal in the following order:
   a. The greatest possible reduction in educators shall be accomplished through attrition or by voluntary transfer.
   b. Educators who are probationary.
   c. Educators who, by state certification/licensing standards, are only provisionally certified/licensed in their assigned teaching positions.
   d. If none of the above three steps accomplish the reduction in force, the remaining positions to be eliminated will then be based on factors that may include length of service and licensed teaching areas.

4. Recall: Individuals who have been non-renewed under the provisions of this policy may be offered a recall to employment in reverse order of reduction should a position become vacant which they are certified to fill. Recalled educators will return to at least former full experience level and shall be entitled to any such rights as may have been accrued under this agreement prior to their non-renewal. A list of vacant positions, if any, will be kept on file with the Clerk of the Board.

ARTICLE V
ASSOCIATION USE OF FACILITIES

1. The Association may be allowed the use of school facilities, equipment and material only after prior approval of the building principal. The Association has the right to use mailboxes for distribution of materials, designated bulletin board space in the workrooms of each attendance center, and the inter-school mail service.

2. The Association will be allowed to appoint a local teacher to be involved in the formulation of the annual district budget including, but not limited to, salaries and insurance coverage.

ARTICLE VI
PAYROLL DEDUCTIONS

1. The Board agrees to make payroll deductions from salaries of certified/licensed personnel for the following purposes and subject to the conditions hereinafter set forth:
   a) United States Savings Bonds
   b) Rose Hill Education Association dues
   c) Kansas National Education Association dues
   d) National Education Association dues
   e) Other Education Association dues
   f) Insurance premiums (* Part-time / shared-time educators are not covered by this provision of the contract.)
   g) Tax sheltered annuities
   h) Other deductions

2. In regard to paragraph 1 above, deductions will be authorized in writing to the human resources department, by each educator, on forms provided by the Board. All new educators employed by the Board must file the forms with the human resources
ARTICLE VII
SALARY REDUCTION AGREEMENT and ANNUITIES

1. The Board shall establish a program to comply with Section 125 of the Internal Revenue Code and which includes options for salary reduction for the following:
   a) Health, accident, dismemberment, cancer, and dental insurance
   b) Term life insurance not to exceed $50,000
   c) Dependent Care Services (Section 129 of the IRC)
   d) Medical Reimbursement
* Part-time / shared-time educators are not covered by this provision of the contract.

2. In regard to paragraph 1 above, deductions will be authorized in writing to the human resources department, by each educator, on forms provided by the Board. All new educators employed by the Board must file the forms with the human resources department no later than 30 days after employment, or by the end of the work day on August 24 of the current fiscal year. In no circumstance shall a new employee have less than 30 days to file. All returning staff members must file the forms with the district by the end of the work day, on August 24 of the current fiscal year. Section-125 authorizations may be changed any time a federal qualifying event occurs. All changes take place 15 days after notification.

3. The Board shall also provide the opportunity for each educator to execute a salary reduction agreement to cover any tax sheltered annuities he/she may so desire, subject to minimum participation guidelines established by the central office.

4. The Board shall adhere to all applicable federal laws regarding distribution of Section-125 and 403(b)/457 deferred payment plan monies.

ARTICLE VIII
METHOD OF PAYMENT

1. Each educator shall be paid in substantially equal payments, once each month, on the first business day of the month. Each educator shall receive his/her pay notice at his/her regular building unless otherwise designated by the educator. The first pay date in September will be adjusted, if necessary, to comply with the Cash Basis laws of the State of Kansas.

2. Any educator, upon written notice no later than April 1 on a form furnished by the Board, shall receive his/her July and August pay notices by June 30. Summer pay notices other
than for summer school educators shall be mailed to the address designated by the educator.

3. Upon submitting, on or before August 24, the written form furnished by the Board, pay shall be deposited into a participating financial institution as indicated by the educator. Direct pay will be available to educators upon request for the term of the contract year, barring undue circumstances.

ARTICLE IX
INSERVICE EDUCATION PLAN/PROFESSIONAL DEVELOPMENT COUNCIL

The Professional Development Council shall consist of one administrator and two teachers per attendance center and one administrator from the administrative center. The teachers shall be selected by the teachers at their respective attendance centers.

A. Professional Development Leave

The Board may allow each educator to attend professional meetings in or out of state, believed by the educator and the superintendent or building administrator to be instructionally advantageous to the school district. All actual and necessary expenses for attending these meetings may be assumed by the Board. Professional leave shall be granted and administered as per Board policy.

B. Inservice Development

The Professional Development Council (PDC) shall be the district’s official inservice committee. The PDC shall provide inservice opportunities on a district-wide basis for the district’s educators and shall assist the individual buildings in planning and providing building-level inservice opportunities.

C. Inservice Education Plan/Professional Development Council

The Inservice Education Plan will be contained in the certified/licensed employee’s handbook and is hereby referenced in this agreement.

The District Professional Development Council may propose amendments for the District’s Professional Development Plan. The Superintendent and the President of the Rose Hill Education Association may approve the amended plan to be officially ratified by the bargaining unit members and present to the Board for vote at their next regularly scheduled meeting.

ARTICLE X
LEGAL LEAVE

A. The Board shall grant the educator the time necessary for appearances in any legal proceedings directly related to his/her employment in USD 394 and for any other legal proceeding (excluding arbitrations pursuant to a collective bargaining agreement or other contractual provisions) for which he/she is subpoenaed as a witness, provided that the proceeding is not one in which the educator or his/her spouse or children is a party or in which he/she voluntarily seeks to testify or in which he/she is called to testify against USD 394 or its Board.

B. Jury Duty - Educators serving on jury duty will not lose any leave. The actual compensation received from jury duty will be returned to the district by the educators
within 30 days following completion of jury duty.

ARTICLE XI
ASSOCIATION LEAVE
A total of 10 days of leave with pay during the current school year shall be granted the Association for use by the Association. A maximum of four additional days may be used for Association leave and the substitute’s salary will be reimbursed to the Board by the Association. The President of the Association will notify the Superintendent as to the educators and dates involved at least five (5) days before such leave is desired.

ARTICLE XII
LEAVE
1. Leave granted pursuant to this provision shall be classified as either sick leave or personal leave and shall be full-pay leave. Further, it shall be earned by the educator and granted by the Board as follows:

   a) Educators shall be granted 13 days of leave on the reporting day of each school year. Leave may be taken in 1-hour increments.
   b) Educators shall be granted a maximum of 3 days of bereavement leave per year to be used for the bereavement of the death of an immediate family member (parent, sibling, spouse or child). These days are not eligible for the buy-back option or carry over.
   c) Educators working at least half-time, but less than full-time, shall be granted leave benefits in proportion to their percentage of employment.
   d) If an educator is on an extended contract, he/she shall be granted one day of leave for each 20 working days beyond the normal length contract (Article II, Section C).
   e) Leave days in excess of 20 days, which are designated by the educator, shall be purchased by the Board at the rate of $75 per day. A leave buy-back form shall be distributed with the May paycheck and be due on the last duty day with payment in the July paycheck. The number of leave days carried forward to the next school year may not exceed 55 days. After five years of employment in USD 394, and upon resignation or other termination, the educator shall be reimbursed up to 40 days of accumulated leave at the above stated rate.
   f) If an educator is unable to fulfill his/her supplemental contract and a substitute must be hired, the educator’s supplemental salary shall be prorated. The number of days of actual service shall be divided by the number of days of required service; payment shall be made accordingly.
   g) Leave days other than bereavement shall be used at the discretion of the educator; but such days may not be used -- except in emergency situations or extraordinary circumstances - during the first two duty weeks of the school year, before/after breaks identified within the school year, on identified professional development days, or the last duty week of the duty year. Leave days used during the first two duty weeks, before/after breaks identified within the school year, on identified professional development days, or last duty week of the duty year must be used for activities or events which cannot be scheduled during non-duty time.
   h) No more than five (5) consecutive days of leave may be used without the prior approval of the superintendent and/or Board. Exceptions are covered in #2 below.

      The educator shall notify his/her building administrator or his/her designee five (5) days prior of his/her intent to use such leave.

2. Leave days may be taken with full pay by an educator for the following reasons and are subject to the following conditions:
a) An educator may use all or any portion of her leave for maternity leave until released by her physician to return to work.
b) An educator may use all or any portion of his/her leave for adoptive purposes.
c) An educator may use any portion of his/her leave for doctor’s appointments for himself/herself or for members of his/her immediate family.
d) An educator may use any portion of his/her leave to recover from his/her personal disability and/or “immediate family” disability or death.
d-a) Disability is defined as an illness or an accident which prevents that educator from satisfactorily performing his/her teaching and other duties required in the educator’s contract of employment.
d-b) The superintendent, at his/her discretion, may require an educator to furnish a certificate from a licensed physician or registered nurse (who is not a member of the bargaining unit), whenever an educator is absent more than five consecutive school days because of a personal disability.
d-c) Such request by the superintendent must be made within 10 school days after the educator returns to duty.
d-d) The term “immediate family”, as used in this agreement, shall mean the educator’s spouse, mother, mother-in-law, father, father-in-law, child or step-child, brother, sister, step-brother, step-sister, grandparent or grandchild, and any other person which the educator is legally responsible to support. The superintendent may expand the term “immediate family” at his/her discretion.
e) Any employee qualifying under the Federal Medical Leave Act shall report this to the administration, indicating this on the District Leave Form. Said employee will complete the federally required paperwork as directed by the District Human Resource Director. For qualifying events refer to the Board Policy referenced in the Teachers’ Handbook.

3. An educator may use leave to attend funerals deemed personally or professionally necessary.

4. Each educator shall be given a written accounting of his/her accumulated leave days each payroll period.

ARTICLE XIII
SICK LEAVE POOL

1. Any certified/licensed personnel in this bargaining unit will have the option to make application for leave if they have used all of their existing leave. They may receive a maximum of 30 days from the current contract year, provided that sufficient days are within the pool. Said days may only be used for items described in Article XII, #2. Should certified/licensed, bargaining unit personnel experience a catastrophic event as in item d, d-a through d-d; they may receive an unlimited number of days from the current contract year, provided that sufficient days are donated to the individual in need.

2. All certified/licensed staff within the bargaining unit will have the option to donate zero, one, two, or three day(s) per year to the leave pool; provision will be made to permit such donations in half-day increments. Those days may be given at the beginning of the school year or at any time throughout the school year.

3. A committee of three certified/licensed instructors will be developed with the members to be chosen by the Association to determine and authorize the use of this leave pool. A formal application will be made to the leave pool to determine if any leave days will be
given and how many days will be awarded.

4. The majority of the committee must recommend the days which will be authorized for leave use.

5. No days will be carried over from one contract year to another.

ARTICLE XIV
EXTENDED LEAVE

1. Educators may be granted extended leave without pay subject to the approval of the Board. Extended leave shall normally be for one semester or one full year, but may be lengthened at the Board’s discretion under the same provisions which applied to the first semester or year of the leave. Such leave may not be considered a termination of employment. The educator must have completed four years of service in USD 394 to become eligible for extended leave.

2. Extended leave without pay may be requested for shorter periods of time following the birth or adoption of a child. In this circumstance, there shall be no requirement for four years of prior employment with USD 394.

3. The educator may receive full credit for teaching experience while on extended leave. Examples for which such leave may be granted are: a) graduate study, b) foreign teaching, c) exchange teaching, d) military service, e) serving in or campaigning for a public or professional association office, and f) other leaves authorized by the Board.

4. The educator will receive no salary from the district while on extended leave. If the educator is reinstated, he/she will retain his/her accumulated sick leave days, but will not receive credit for any additional sick leave days during the term of extended leave.

ARTICLE XV
CLASSROOM SAFETY AND ASSAULT

1. The administration must provide a safe learning environment for students. The educator must have authority to control their classroom and educational setting. The administrator and teacher shall be granted authority to determine which persons other than properly assigned students and personnel shall be allowed to enter the educational setting.

2. The Board will provide to each educator who desires the Hepatitis B Vaccine. The Board will accomplish this on an annual basis allowing up to 25 educators each year.

3. An educator who has suffered an assault, battery and/or bullying in connection with his/her employment -- where such event occurs in school, on school grounds, or while the educator is engaged in duties at a scheduled school activity -- shall, within two weeks of the event, make a written report of the event to his/her building administrator and/or the superintendent. A report shall also be made to the SRO and/or appropriate law enforcement agency.

4. Whenever an educator is absent from his/her district responsibilities as a result of personal injury caused by such an assault and/or battery and the Board finds that the educator has used reasonable judgment, he/she shall be paid his/her full salary less any
disability benefits provided by the Board; such absence shall not be charged to the educator's sick leave.

5. If an educator’s clothing or personal effects worn or on his/her person is/are damaged or destroyed as a result of a physical attack or willful malice which arises out of and occurs in the course of his/her employment, the district shall reimburse the educator for the cost of repair or reasonable replacement (whichever is less) in an amount not to exceed $500, provided that:

   a) the superintendent or designee shall determine that the educator has used reasonable judgment in the incident;
   b) any property damage covered by insurance or recovered through lawsuit or outside reimbursement shall be excluded from the amount paid by the Board;
   c) the educator shall furnish the Board with a signed statement either that he/she has no insurance to cover the loss or that a claim has been denied by his/her insurance company; and
   d) a report has already been filed with the appropriate law enforcement agency.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this contract or Board policy.

2. Grievant is defined as a person, persons, or the Association who allege the complaint.

3. Days shall mean school days.

B. Purpose

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

C. Procedure

1. Level One - Within five days from the date of awareness of a problem, the grievant shall seek to resolve the matter informally with the building administrator. Said building administrator shall respond within five days.

2. Level Two - If the grievant is not satisfied with the decision in Level One, or if no decision has been rendered within the timeline, the grievant may file a written grievance with the building administrator within five days. The form to be used in the Appendix of this master contract and a copy shall be provided to the President of the Association at the same time. Within five days from the receipt of the grievance, the building administrator shall meet with the grievant and the President of the Association to discuss the issue(s) involved. A written decision will be rendered to the grievant and the President of the Association within five days of said meeting.
3. Level Three - If the grievant is not satisfied with the decision in Level Two, or if no
decision has been rendered within the timeline, the grievant may appeal in writing to
the Superintendent within five days. The form to be used in the Appendix of this master
contract and a copy shall be provided to the President of the Association at the same
time. Within five days from the receipt of the appeal, the Superintendent shall meet
with the grievant and the President of the Association to discuss the issue(s) involved. A
written decision will be rendered to the grievant and the President of the Association
within 10 days of said meeting.

4. Level Four - If the grievant is not satisfied with the decision in Level Three, or if no
decision has been rendered within the timeline, the grievant may appeal in writing to
the Clerk of the Board within 10 days. The form to be used in the Appendix of this
master contract and a copy shall be provided to the President of the Association at the
same time. Within 15 days from the receipt of the appeal, the Board shall schedule a
Grievance Hearing with the grievant. Written notification of the hearing will be
provided to the President of the Association. A written decision will be rendered to the
grievant and the President of the Association within 10 days of said meeting.

D. Miscellaneous
1. No reprisals shall be taken by the Board or Administration against any participant in the
grievance procedure due to their participation.

2. An educator may be represented at all stages of the procedure by himself/herself or the
Association. The Association shall be present and allowed to state its viewpoint at all
stages of the grievance procedure.

3. The grievant may choose to be accompanied by not more than two persons, unless a
larger amount is agreeable to both parties.

4. The number of days indicated is considered a maximum. Every effort should be made
to expedite the process. Time limits may be extended by mutual consent. In the event
the school year ends while a grievance is in process, days shall mean days the district
office is open.

5. All documents created by this procedure shall be kept in a separate grievance file and
not in the personnel file of the educators involved.

ARTICLE XVII
CLOSURE CLAUSE
1. Both the Board and the Association acknowledge that all mandatory subjects of
negotiations have been negotiated and neither party has the 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 mutual consent. However, no
amendment to this agreement shall be binding unless executed in writing and ratified by
both the Board and the Association.
ARTICLE XVIII
SALARY SCHEDULE PLACEMENT

1. Teachers will advance down one step vertically on the salary schedule for each year they teach in the district until they reach the last step. The shaded area on the salary schedule is shown to clarify horizontal movement.

2. The Board reserves the right to award educators a one-time payment at the end of the fiscal year, if funds are available in the General Fund and the Board votes to do so.

3. Educators who will take sufficient hours to move horizontally for the following year will file such intention on the "Horizontal Movement Form" no later than May 30 of the current year. Educators may file a written request with the Superintendent to waive the May 30th deadline only due to extraordinary circumstances outside the educator’s control.

4. Undergraduate/graduate hours and PDC points which have heretofore been approved for column placement, shall continue to be counted for column placement notwithstanding any other provisions of this article.

5. PDC points for determining placement on the salary schedule must be filed and approved through the PDC on or before August 24th of the current year for which additional compensation is claimed. A PDC and/or college/university transcript must be submitted to Central on or before August 24th. PDC points and/or transcripts submitted after August 24th shall not be applicable in considering where the educator shall be placed on the salary schedule for the current year in which the points are submitted.

6. Inservice points approved through the Professional Development Council may be used for salary schedule movement providing the following conditions are met:
   a. The educator has an approved plan on file with the Professional Development Council;
   b. Knowledge level points must be earned outside the duty day for salary schedule movement;
   c. All application and impact points will be used for salary schedule movement. At each successive level, points awarded will match the knowledge level points. (Even when knowledge level points are earned during the duty day and not used for salary schedule movement);
   d. Service to the Professional points will not be used for salary schedule movement but will receive a stipend when Service to the Profession activity is related to the District and outside the duty day. ($20/hr., portions of an hour will be prorated in 15-minute blocks at $5.00)
   e. All college hours will be converted to PDC points. Twenty points will equal one college/university semester hour.
   f. In order to be recognized for initial placement on the salary schedule, inservice points earned in other districts must be consistent with the criteria established by the District's PDC Plan (which may include the district goals and/or the employee's personal goals).
ARTICLE XIX
GRANTS

It shall be the prerogative of the Board to award grants to any district school which has demonstrated instructional excellence or which has met or exceeded targeted objectives which have been identified for that school as a unit. These grants shall be used to enhance the educational capabilities of these sites as determined by the sites.

ARTICLE XX
COST REIMBURSEMENT FOR CREDIT HOURS

Upon the written request of the administration and agreement by the educator, said educator will complete college or university coursework in a designated class or discipline. The educator will be reimbursed for all books, tuition, and required materials upon successful completion of the course.

ARTICLE XXI
CREDIT EXPERIENCE

1. Full credit shall be granted for each year of teaching experience in a state-accredited school prior to being employed by the Board. Out-of-state, non-accredited experience may be granted at the discretion of the superintendent.

2. An educator who had been employed for at least one complete semester during a school year or who taught half-time or more during a complete school year shall be granted a full year’s credit on the salary schedule. However, if such experience (one semester’s or part-time experience) is obtained in each of two school years, it shall be combined and counted as one year of experience.

ARTICLE XXII
TEACHER EVALUATION PROCEDURE

The evaluation handbook shall be developed by representatives from RHEA and administration. Evaluation handbooks shall be updated, reviewed with staff, and distributed to each educator on an annual basis.

ARTICLE XXIII
BENEFITS

1. Any educator who resides outside the district who wish to have their dependents attend USD #394 shall have that right. This right is limited to those dependents whose educational plan may be served by the programs offered on the Rose Hill School’s campus.

2. The Board shall issue a pass for free admission to all school activities for each educator, their spouse, and their school age dependents. If the educator does not desire this benefit, they may opt out by signing an opt out form prior to the issuance of the pass.

3. The Board shall enter into an agreement for $10,000 of group term life and accidental
death insurance for each full-time educator. The educator shall have the opportunity to purchase additional coverage in increments of $10,000.

* Part-time / shared-time educators are not covered by this provision of the contract.

4. Selection of the carrier shall be made mutually by the Board and the Association.

5. Health Care - For the contract year, the District will pay an amount toward the purchase of district offered health insurance. Only those educators who participate in the district health insurance plan are eligible to receive payment toward said insurance. Participants will receive $310 per month toward the health insurance premium. Those educators choosing to participate must notify the office of human resources by a date consistent with that required for other benefit notifications at the beginning of the school year. In no instance shall the amount of the paid benefit exceed the cost of the insurance premium. Educators are responsible for the difference between the amount paid by the District and the cost of the insurance.

Those educators who elect insurance coverage due to a qualifying event must apply within 30 days. Educators who are hired after the notification date will be eligible for the district paid benefit if they elect the district offered health insurance coverage at time of hire.

Retired educators are not eligible for payment toward the district insurance plan.

The Board of Education reserves the right to select carrier and coverage for the health insurance offered. In the event that the Board of Education determines to discontinue this program they will notify the Association. The Board of Education and the Association will form a task force with equal representation to discuss possible remedies. In the event the program is discontinued, notification shall be given to the Association president or negotiating team at least 30 days before the last day of the benefit notification date at the beginning of the affected school year.

* Part-time / shared-time educators are not covered by this provision of the contract.

6. The Board of Education will contribute matching funds into the district “Contributory 403(b) Plan” consistent with the plan document. Contributions will match dollar for dollar with a minimum employee contribution of $30 per month and a maximum district contribution of $75 per month. Each employee is responsible for statutory compliance to all federal regulations set forth for qualified deferred compensation plans and furthermore, the employee salary reduction contributions and employer contributions to the program will be within eligible limits as set out in IRS regulations. Each employee and not Unified School District 394, or its Board of Education, shall be individually responsible for determination of those limits and for all penalties for non compliance.

7. The Board will pay $25.00 toward the cost of the required physical examination.

8. The District’s 403b/457 Plans are referenced in the negotiated agreement. The District will consult with the Association on any changes to said Plans.
ARTICLE XXIV
PERSONAL PROPERTY

1. The Board agrees to provide a locking desk or cabinet in each instructional space for the protection of personal property. This does not imply that the Board assumes any liability for lost, damaged, or stolen personal property other than mentioned later in this article.

2. When arising out of and in the course of his/her employment, an educator’s personal property, brought to school as a teaching aid for the curriculum being taught, is damaged, destroyed, or stolen as a result of another’s willful malice, the Board shall reimburse the educator for the cost of the repair or reasonable replacement value (whichever is less) of such property, in an amount not to exceed $500, provided that:
   a) the superintendent or designee determines that the educator has used reasonable judgment in the incident;
   b) any property damage covered by insurance or recovered through lawsuit or outside reimbursement shall be deducted from the amount paid by the Board;
   c) the educator shall furnish the Board with a signed statement either that he/she has no insurance to cover the loss or that a claim has been denied by his/her insurance company; and
   d) a report has already been filed with the appropriate law enforcement agency.

ARTICLE XXV
EMPLOYEE ASSISTANCE PLAN

The Board agrees to provide an employee assistance program, as well as a health promotion and wellness program with that information incorporated in the teachers’ handbook, which will include services, locations and phone numbers. Selection of the program will include extensive review by the Association with final approval by the Board. Both components, the employee assistance program and the health promotion and wellness program will be provided at Board expense.

ARTICLE XXVI
EDUCATOR FILES

1. Permanent (official) personnel files are housed in the central office. An educator’s permanent personnel file is open to his/her inspection during regular business hours. Copies of all letters (with the exception of confidential letters of recommendation), correspondence, evaluations, memoranda, etc. pertaining to an educator which are placed in said file are provided to the educator. An educator will be notified in writing when his/her file is opened for inspection.

2. Building administrators are allowed to keep non-permanent files on educators assigned to their supervision. An educator’s non-permanent personnel file is open to his/her inspection during regular business hours. Non-permanent files should not contain dated information which is older than three years. Copies of all letters (with the exception of confidential letters of recommendation), correspondence, evaluations, memoranda, and other materials in non-permanent files are forwarded to the educator.
ARTICLE XXVII
EDUCATOR PROCEDURES

1. Any complaints reflecting concern about the educator’s performance in or out of the classroom made by any parent, student, or other person deemed serious enough to be reduced to writing and either placed in the educator’s permanent or non-permanent file and/or used in an evaluation, reprimand, or any other action shall be promptly called to the educator’s attention.

2. The educator shall receive a copy of said complaint, unless oral, in which case a record of the complaint shall be provided and the educator shall have the opportunity to respond to the complaint. The written response shall be attached to any retained written record of the complaint. The original of any of the afore-mentioned documents shall be signed and dated by both parties prior to placement in the permanent file.

3. In the event of a student and/or parental concern over the permanent grade assigned by an educator, the concern should be first addressed to the educator responsible for assigning the grade. If there continues to be a concern, then the student and/or parent should confer with the building administrator. If the building administrator deems that there is sufficient reason to convene a grade review committee, a three member committee of certified employees working on the Rose Hill campus will be established as follows:
   a) One educator selected by the educator assigning the questioned grade
   b) One educator elected by the student and/or parent
   c) The building administrator or his/her designee

4. Following a review of the information by the above committee, a majority vote on the decision of the committee shall be binding on the parties.

ARTICLE XXVIII
CURRENT LAW

The following current law is referenced in this agreement. In the event current law changes or is repealed, the following will be altered to reflect the changes.

A. COBRA - Educators leaving the district who have been enrolled in the district’s health plan have the option of continuing that enrollment up to 18 months following resignation or termination.

B. Due Process Rights - Educators are entitled to due process rights if:

   1. An educator has been offered and accepted his/her fourth contract or,
   2. An educator who has previously had due process rights in another accredited Kansas public school will receive due process rights when offered and accepted his/her third contract.
   3. An educator who has previously had due process rights in USD 394, left the employ of USD 394, and then was rehired will receive due process rights upon rehire.

C. Applicability of State and Local Law and Board of Education Policy - As a multi-county
district, USD 394 is subject to multiple jurisdictional laws. To the extent of any inconsistency between this agreement and any applicable state, county, or local law, the law, of course, takes precedence. All USD 394 policies apply to all district employees, but only to the extent permitted by applicable law. Should any part of this agreement be declared invalid or illegal, that part alone shall be null and void, and no other part of this agreement shall be affected and shall remain in full force and affect.

**ARTICLE XXIX**
**BOARD AND ASSOCIATION COMMUNICATION**

The Board and RHEA are committed to improving and maintaining regular and productive communication. Meetings may be scheduled between two members of the BOE and the Association negotiating team. Meetings may be called by either party as needed.

Minutes will be kept at said meetings and shared with BOE and RHEA members.

**ARTICLE XXX**
**SUPPLEMENTALS**

1. The terms “supplemental contract” and “extended contract” shall refer to a special class of payments received by educators as payment for certain, specially assigned and accepted services. These may be special services given as a supplemental part of a regular contract or for extended services beyond the regular contract period.

2. The supplemental salary details shall be offered to the educator prior to the time the educator begins to perform the responsibilities of the assignment. Contracts shall be issued as soon as possible after approval for same is given.

3. Supplemental reimbursement shall be according to the supplemental contract schedule or applicable miscellaneous provisions. The educator will receive his/her payment according to Article VIII.1.

   {Note for Clarity: Rule 10 staff members will receive payment in substantially equal payments over the course of the supplemental season.}

4. The Board shall have the prerogative to add positions to this schedule or to leave supplemental positions vacant. The Superintendent and the President of the Association shall determine the salary of any new supplemental positions.

5. Supplemental vacancies shall be posted in all workrooms for five days before being filled. In the event that a vacancy occurs during holidays or vacations and the administration desires to fill that vacancy prior to the resumption of classes, the building phone trees shall be activated.

6. Non-academic programs which are offered for students during the summer such as weight-training, conditioning and the like are to be conducted under the auspices of the appropriate building administrator. There will be no supplemental contracts paid by the district for supervising such programs; any such payments are to be made from the registration fees paid by program participants.

7. M. - Federal Title Supplemental Salaries - Supplemental Salaries in this category will be discontinued for any year that the district is in corrective action due to the provisions of the No Child Left Behind Act; or if the district is required to discontinue services to a particular school because of the school improvement provisions of the No Child Left Behind Act.
SUPPLEMENTAL SCHEDULE
The supplemental payment will be the percentage of the base salary rounded to the nearest dollar.

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<tr>
<td>MS Football Assistant Coach (4)</td>
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<tr>
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<td>MS Track Assistant Coach (1)</td>
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<td>IS International Cultures</td>
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<td>IS Kayettes/Kays</td>
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<td>IS Thespians Sponsor</td>
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<td>IS Go-To-Computer</td>
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<td>IS PIT -Preliminary Intervention Team</td>
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<td>MS Drama/Musical</td>
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<td>MS Go-To-Computer Person</td>
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ARTICLE XXXI
Service Severance Plan

USD 394 shall provide a bridge severance plan for the certified employees of the district.

A. ELIGIBILITY:
A certified employee shall be eligible for service severance if;

1. He or she is currently a licensed or certified employee of USD 394, in good standing, whose employment is covered by the certified agreement and who successfully completes his or her current contract obligation; and

2. He or she has accumulated ten years of service to the district; and

3. The employee has previously retired within the KPERS system; or the employee’s combined age and years of Kansas Public Employees Retirement System (KPERS) service equals or is greater than, the KPERS designated value for full retirement benefits within the employee’s KPERS Defined Benefit Group, and he or she retires under the KPERS system prior to September 2 of the fiscal year in which benefits are to begin.

B. BENEFITS:

1. For a period equal to the federal COBRA guidelines or until the age of 65, whichever is greater, and provided the employee is a current member of the district health insurance program, the severed employee shall be entitled to retain membership in the group health insurance program, at the employee’s expense. The insurance carrier must approve the membership of the severed employee and the severed employee must continue to reside within the enrollment area of the district health insurance carrier.

2. For a maximum of five (5) years, or until death, the severed employee shall be entitled to receive $1,040 per month, with the first such payment being made on the first scheduled payday of September following the fiscal year of service severance.

C. TERMS & CONDITIONS:

1. The employee shall give written notice on or before April 1 of the school year prior to the fiscal year during which benefits are to begin. If at any time, more than one payout option is
provided within this plan, this notice date will become December 31 of the calendar year prior to the fiscal year during which benefits are to begin.

2. Such written notice shall contain the following information.
   a) A statement of the applicant’s desire to take service severance.
   b) The effective date of the severance.
   c) The applicant’s birth date and the age on the date of severance.
   d) Applicant’s current mailing address and telephone number.
   e) The number of years that the applicant has been employed by the district.
   f) The total number of years of service credit recognized by KPERS and the effective date of that credit.
   g) The applicant’s current annual salary.
   h) A statement either accepting or declining continuing enrollment in the district’s health insurance program.
   i) A statement indicating which payout option has been selected by the employee.

3. The payout option may not be changed by the employee for any reason once it has been selected.

4. An employee may not accelerate benefit payout in any manner.

5. Retirees shall cease to be eligible for service severance benefits if they take any staff position or long-term substitute position in USD 394. Sporadic daily substitute teaching shall not be considered regular employment. Further, no service benefits will be paid unless KPERS retirement benefits begin on the first scheduled payday of September following the fiscal year of service severance.

6. In the event that the funding liability for this program becomes financially unreasonable, the District shall notify the Association. The District and the Association shall form a task force to discuss possible remedies up to and including termination of the program. Should the program be discontinued, notification shall be given between July 1 and August 15 of the year prior to discontinuing the program. In the event that the program is discontinued, all severed employees currently on the program shall continue on the program until the end of their program benefits as specified in section B.

7. This plan shall comply with and satisfy the applicable provisions of Internal Revenue Code (“Code”), including, but not limited to, Code Section 409A. In furtherance thereof payment of benefits under the plan shall satisfy the following requirements.
   a) Except as otherwise permitted by law, no interpretation, modification, alteration, amendment, or complete or partial termination of the plan or any provision of the plan shall cause or permit acceleration of the time or schedule of any payment under the plan.
   b) No payment shall be made prior to an employee’s separation from service.
ARTICLE XXXII
MISCELLANEOUS

COMMITTEE MEETINGS: All committee work scheduled by the administration, that exceeds the duty day by more than 30 minutes will be compensated at the rate of $20.00 per hour. Portions of the hour will be prorated in 15 minute blocks at $5.00 per block or portion thereof.

CURRICULUM COMMITTEE: Salary for curriculum committee work shall be $20.00 per hour. The number of hours allowed will be determined in advance by the administration and communicated in writing to the educator.

EXTENDED CONTRACT: The salary schedule is based upon the regular calendar and the normal teaching load as set forth in this agreement. Any employee covered under this agreement whose assignment exceeds the regular duty year (Article II, Section C) will be additionally compensated on a per diem basis based upon their placement on the salary schedule. The Board may add or delete extended contracts as long as all statutory notification deadlines are met.

LUNCH ROOM SUPERVISION: Any educator volunteering for lunch supervision will be reimbursed for their time at a rate of $7.50 per lunch period. By mutual agreement between the building administrator and the educator, lunch supervision may be assigned provided conditions of Article II, A, #8 and Article II, B are fulfilled.

OVERLOAD: An overload assignment will exist for any employee covered under this agreement whose long term assignment exceeds the regular load, including teaching or supervising during their planning time. (Article II, Section A, Part 8).

In the event that unavoidable circumstances dictate an overload assignment as determined by the building administrator, such assignment shall be allowed. Overload assignments shall be made at the discretion of the building administrator. No educator shall be required to assume an overload assignment. In such cases where an educator accepts an overload assignment, he/she will receive an additional 1/6 of the current base contract.

SUMMER PROGRAMS: Driver’s education will be compensated at the rate of $30.00 per hour. Summer school/jump-start programs will be compensated at the rate of $25.00 per hour. Other curricular activities beyond the educators’ primary contract will be compensated at a rate of $20.00 per hour.

TEACHING LOAD: The daily teaching load at the high school shall be six periods
and one planning period. Every effort will be given to minimize the number of preparations each educator is required to make.

**DRAMA/MUSICAL**

High school drama/musical supplementals and/or assignments will not exceed the amount allocated for said supplemental. Supplemental amounts will be determined by the personnel responsible for musicals and drama performances. Amounts allocated could include: director, assistant directors of costumes, sets/props, instrumental music and/or vocal music.

**PART-TIME / SHARED-TIME EMPLOYMENT**

1. The board may employ part-time or shared-time as the needs of the district dictate.

2. Each employee shall be compensated for a part-time / shared-time contract according to the prorated time plus one-tenth. In addition to the normal work day, each part-time / shared-time employee shall be expected as part of the employment contract, to attend all inservice opportunities, parent-teacher conferences, meet the teacher night, and meetings for the child study team. Part-time employees and a representative of the shared-time employees shall be expected to also attend faculty and/or late start meetings, IEP meetings, and other meetings as required by building administration.

3. Each part-time / shared-time employee shall advance on the steps of the salary schedule at the rate of one full step per year of part-time / shared time employment.

4. All leave and benefits shall accrue and be payable in the same proportion of the part-time / shared-time contract. Accumulated benefits previously earned shall be useable with each “day” being equal to the scheduled work day under the part-time / shared-time contract.

5. In the event of a shared-time contract, both employees sharing the contract shall be expected as part of the basic contract to coordinate the instructional program provided by the contract. In the event of a resignation in a shared-time contract, the remaining person of the team shall be included as a member of the selection team for the replacement.
AGREEMENT

In resolution of the grievance filed by Brenda J. Groat, the parties agree to settle the grievance and the Association agrees to withdraw its appeal relative to the grievance under the following terms and conditions:

1. The middle school core teachers (6th, 7th and 8th grade) shall have a normal work day schedule for the 1997-1998 school year which shall be the middle school schedule format as developed by the Principal and the Master Schedule Planning Committee. As part of that format each core teacher will have daily individual planning time and daily team planning time within the instructional day.

2. Any proposed changes to the core schedule which would cause the core teachers to not have both daily planning times on a regular basis, will be negotiated by the parties pursuant to the Professional Negotiation Act (KSA 72-5413 et seq.)

Brenda Groat, Grievant

Superintendent, Rose Hill Schools

President, Rose Hill Education Association

President, Rose Hill Board of Education
Item One -
Drop BOE Item #2 - Article II, section A.1 (....3 evenings per school year)

Item Two -
Purpose: to address BOE negotiations item noting Article II, section A.5. inequities of planning throughout the district.

- A committee will be formed and assigned the task outlined in this document.
- Addendum of May, 1997, will be included in the Negotiated Agreement (see attached).

Scope of committee:
- Investigate planning times K-12 (personal, team)
- Investigate uses of said planning times

The committee will consider appropriate and pertinent components of the planning time issue including but not limited to instructional day and instructional methodology (school structure and format).

The committee will make its final report to the BOE and RHEA Negotiations Team.

Membership of committee:
- Two BOE members (selected by the BOE)
- Curriculum director
- Representatives from teaching staff
  1 - K
  1 - first or second
  1 - third or fourth
  1 - fifth
  1 - sixth
  1 - seventh or eighth
  1 - special K-6
  1 - special 6-8
  4 - HS
  1 - counselor
  1 - librarian
  Teachers will be selected by their various interests group
- Teachers selected must be members of the Association
- Chairmanship - 1 teacher & curriculum director

Logistics of committee work:
- Committee work must be scheduled during Wednesday's morning in-service or release during the instructional day or outside the duty day for remuneration, falling under the Negotiated Agreement Article XIX.
- Committee Meetings.
- Regular verbal updates of committee work will be provided by teacher representatives and BOE member at regular meetings of said groups.
- Minutes of all meetings will be posted in attendance centers and in BOE meeting packet.

OE Negotiator

RHEA Negotiator

OE Negotiator
GRIEVANCE REPORT FORM

Procedure (1) (2) (3) (4) Date Filed_____________________
(Circle one to indicate level of grievance.)

Name of Grievant Building Assignment

_________________________________________________________

A. Date cause of grievance occurred:________________________________

B. Relevant agreement or policy provision: ____________________________

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):

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________ Date________________________
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Note: The table above shows the salary schedule for various service years. The shaded area indicates the years of service for which the salary is applicable.
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<th>Column 2: Exceeds definition of $625 per step</th>
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Note: The table contains salary information for different steps and columns. The shaded area indicates specific salary placement details for certified personnel.