

COLLECTIVE NEGOTIATIONS AGREEMENT

between the

ST. JOHN-HUDSON TEACHERS ASSOCIATION

and the

BOARD OF EDUCATION

UNIFIED SCHOOL DISTRICT NO. 350

ST. JOHN-HUDSON

2016-2017

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PREAMBLE

The St. John City Teachers Association and the Board of Unified School District No. 350 expressly agree that the policies and regulations which are established through negotiations and thus become a part of the Collective Negotiations Agreement, pursuant to provisions of K.S.A. 72-5413 et seq., between the Board and the recognized employee organization for the school year shall become a binding agreement between both parties. The terms of this contract and conditions of employment shall be subject to modification or revision only upon the mutual agreement of both parties hereto.

ARTICLE I. DEFINITIONS

- A. **ADMINISTRATOR**: Any employee so designated by the Board of Education as employed in an administrative capacity.
- B. **ASSOCIATION**: The St. John-Hudson Teachers Association, affiliated with Kansas-National Education Association and the National Education Association.
- C. **BOARD**: The Board of Education of Unified School District No. 350, Stafford County, Kansas.
- D. **SUPERINTENDENT**: Superintendent of Schools of Unified School District No. 350.
- E. **DISTRICT**: UNIFIED SCHOOL DISTRICT NO. 350.
- F. **DAYS**: Except when otherwise indicated, days shall mean school days.
- G. **EXTENDED DAY CONTRACTS**: Extra contract days assigned by the Board in addition to the base contract year of one hundred ninety (190) days.
- H. **DAILY RATE** : One, divided by the number of days in the teacher's annual base contract, times his salary.
- I. **HE, HIM, HIS**: Shall apply as appropriate to male and/or female person(s).
- J. **K-NEA**: Kansas-National Education Association.
- K. **NEA**: National Education Association.
- L. **EMPLOYEE**: The terms "employee" and "teacher" may be used interchangeably but shall mean the same.
- M. **TEACHER**: All "Professional employees" (except administrators) employed in a position requiring a certification issued by the State Board of Education.

ARTICLE II. GENERAL PROVISIONS

Section A. Reproduction of Agreement

1. Copies of this agreement shall be provided to all teachers electronically. Paper copies may be requested by teachers and will be duplicated at the expense of the board.

Section B. Savings Clause

1. 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 be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Superintendent of Schools and the President of the Association will meet and determine if it is feasible to consider an alternative to replace any provision found to be contrary to law.

Section C. Recognition Clause

1. The Board of Education at its regular meeting on June 1, 1970 officially recognized the St. John-Hudson Teachers Association, for the purpose of professional negotiations under K.S.A. 72-5413, et seq., as the exclusive representative for the teachers' unit of the professional employees.
2. The bargaining unit shall be defined as those employees of the Board in positions which require a certificate issued by the State Board of Education, but shall not mean any such person who is an administrative employee.

ARTICLE III. SALARIES AND WAGES

Section A. Salary Schedule

St. John-Hudson USD 350 Salary Schedule							
2016-17							
	Base= \$34,000		Step = \$645		Column = \$750		
	BA	BA+15	BA+30	MA	MA+15	MA+30	
Step	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Step
1	\$ 34,000	\$ 34,750	\$ 35,500	\$ 36,250	\$ 37,000	\$ 37,750	1
2	\$ 34,645	\$ 35,395	\$ 36,145	\$ 36,895	\$ 37,645	\$ 38,395	2
3	\$ 35,290	\$ 36,040	\$ 36,790	\$ 37,540	\$ 38,290	\$ 39,040	3
4	\$ 35,935	\$ 36,685	\$ 37,435	\$ 38,185	\$ 38,935	\$ 39,685	4
5	\$ 36,580	\$ 37,330	\$ 38,080	\$ 38,830	\$ 39,580	\$ 40,330	5
6	\$ 37,225	\$ 37,975	\$ 38,725	\$ 39,475	\$ 40,225	\$ 40,975	6
7	\$ 37,870	\$ 38,620	\$ 39,370	\$ 40,120	\$ 40,870	\$ 41,620	7
8	\$ 38,515	\$ 39,265	\$ 40,015	\$ 40,765	\$ 41,515	\$ 42,265	8
9	\$ 39,160	\$ 39,910	\$ 40,660	\$ 41,410	\$ 42,160	\$ 42,910	9
10		\$ 40,555	\$ 41,305	\$ 42,055	\$ 42,805	\$ 43,555	10
11		\$ 41,200	\$ 41,950	\$ 42,700	\$ 43,450	\$ 44,200	11
12			\$ 42,595	\$ 43,345	\$ 44,095	\$ 44,845	12
13			\$ 43,240	\$ 43,990	\$ 44,740	\$ 45,490	13
14				\$ 44,635	\$ 45,385	\$ 46,135	14
15				\$ 45,280	\$ 46,030	\$ 46,780	15
16				\$ 45,925	\$ 46,675	\$ 47,425	16
17				\$ 46,570	\$ 47,320	\$ 48,070	17
18					\$ 47,965	\$ 48,715	18
19						\$ 49,360	19
20						\$ 50,005	20
21						\$ 50,650	21
	Step 623	Column738		Insurance			
	645	750		\$6,552			

Section B. Other Salary Schedule Conditions

1. The salary schedule (including supplemental schedule) shall be applied uniformly to all teachers.
2. New teachers in the system will be placed on the salary schedule according to their experience or may be placed on the salary schedule according to the needs of the district. Alternative placement on the salary schedule will be used when it is necessary to be competitive with filling a teacher vacancy.
3. Teachers who qualify may move horizontally and vertically on the salary schedule for the 2016-17 school year. To qualify to move horizontally on the salary schedule, a teacher must submit a written application to request changing columns on or before August 1 of the new school year. Follow-up documentation supporting the horizontal move must be submitted before September 15 to qualify for a move on the salary schedule for the new school year.
4. Maximum vertical movement on the salary schedule during a contract period shall be one step.
5. Each teacher must maintain a Kansas Teaching License in accordance with the laws of the State of Kansas and the regulations of the Kansas State Board of Education.
6. To advance from BA degree to BA + 15 to MA all hours must be certified as applicable to the teaching field. It is expected that with few exceptions additional credits will be earned by completing graduate level courses. Exceptions to permit credits for professional growth in other activities must be approved in advance by the Superintendent. The same criteria apply to advancement beyond the MA degree schedule.
7. Teachers can advance horizontally on the salary schedule by utilizing Professional Development points. Horizontal movement utilizing this method is limited to the BA column across to the BA+30 column and MA column across to the MA+30 column.
8. To receive credit for hours beyond a degree, hours must have been taken after the degree was conferred, unless acceptance into graduate school has been approved before graduation.
9. The first half year of teaching experience will count as 1 year; further half years teaching experience will be combined and rounded off to a lower number.
10. Article V, Section B; and Article XIV are not applicable to the School Nurse
11. All teachers holding an ESOL certification shall be paid annually a \$500 stipend as long as the State of Kansas provides ESOL funding adequate to cover the total cost of these stipends to the school district.
12. The Board may offer a signing incentive of up to \$1,000 to individuals new to the district, on a one-time-per-individual basis. This bonus will be used to attract quality individuals to positions which are difficult to fill.
13. The Board reserves the right to pay, on a one-time basis, up to \$500 of the moving expenses of new or existing staff members who choose to reside within the boundaries of USD 350.
14. A teacher who has attained National Board certification will be paid an incentive bonus of \$1,000. The bonus is paid each school year as long as the teacher remains employed and retains a valid master teacher's certificate. The bonus will be paid in a lump sum no later than June 30th of the qualifying year. Teachers employed for part of a year or less than full time will receive a partial payment. In order to be eligible for the incentive bonus, the teacher must have completed all work necessary for the National Board Certificate prior to the beginning of the school year.
15. By mutual agreement an employee and the district may elect to participate in the employer sponsored Rural Opportunity Zones program. The contracted salary for the employee will be reduced by the amount of the employer contribution to the ROZ program. In the event that the employer does not make payment to the ROZ program, the contracted salary will be adjusted to the correct amount according to the negotiated agreement. All ROZ guidelines will be followed. Participation in the ROZ program must be for 5 years or until the employee no longer meets ROZ eligibility requirements or the ROZ program no longer exists.

Section C. Supplementary Schedule

St. John-Hudson USD 350 Supplementary Schedule

High School		Position	Elem/Jr High School		
Dollar Amount	Percent		Percent		Dollar Amount
4,420	13.00%	Head Football	7.50%	Single Coach	2,550
3,060	9.00%	Assistant Football	6.50%	9.5%	2,210
4,760	14.00%	Head Basketball	8.50%		2,890
3,400	10.00%	Assistant Basketball	7.00%		2,380
4,080	12.00%	Head Boys & Girls Track (1)	7.50%	Single Coach	2,550
3,060	9.00%	Assistant Track	3.50%	9.5%	1,190
3,060	9.00%	Head Tennis			
2,040	6.00%	Assistant Tennis			
3,740	11.00%	Head Volleyball	7.50%		2,550
2,380	7.00%	Assistant Volleyball	4.00%		1,360
3,400	10.00%	Head Boys & Girls Cross Country (1)			
2,380	7.00%	Assistant Cross Country			
2,720	8.00%	Head Golf			
1,700	5.00%	Assistant Golf			
6,120	18.00%	Elem/Jr./Sr. High Instrumental Music			
6,120	18.00%	Elem/Jr./Sr. High School Vocal			
6,800	20.00%	Public Librarian			
1,360	4.00%	National Honor Society			
1,700	5.00%	Kays - Kayettes (each)			
1,700	5.00%	Debate/Forensics/Quiz Bowl (each)	2.00%		680
2,720	8.00%	Cheerleaders / Pep Activities	7.00%		2,380
		(Split 15% each if co-sponsor HS & JH)			
1,700	5.00%	Student Council			
2,040	6.00%	F.C.C.L.A.			
1,020	3.00%	S.A.D.D.			
1,360	4.00%	All School Musical Director			
340	1.00%	All School Musical Asst. Director			
1,360	4.00%	Jr-Sr Play Director			
340	1.00%	Jr-Sr Play Assistant Director			
1,700	5.00%	Yearbook			
2,720	8.00%	Weight Lifting (4% each if 2 coaches)			
340	1.00%	Freshman Sponsor			
680	2.00%	Soph/Sr Sponsor			
340	1.00%	Asst. Jr. Sponsor			
1,360	4.00%	Jr. Sponsor			
1,020	3.00%	Dept.Head - Soc Sci/Sci/Lang Art/Math	6.00%		2,040
		1st - 4th Physical Education	2.00%		680
3,060	9.00%	Athletic Director			
1,020	3.00%	PDC Recordkeeper			
1,700	5.00%	Computer Coordinator			
850	2.50%	Mentor Teacher			
680	2.00%	ESL Coordinator	2.00%		680
170	0.50%	Extended Contracts (per day)			
\$22.00		Curriculum Study/QPA Meetings (per hour)		\$22.00	
\$22.00		Substitute During Planning Period (per hour)		\$22.00	
\$25.00		Summer Driver Ed Teacher (per hour)		\$25.00	
\$10.00		Concession Coordinator (per hour)		\$10.00	
		Coaching Experience Factor			
	1.00%	(1% of base supplemental pay per year of coaching/activity sponsor experience)	1.00%		
\$500		ESL Endorsement (Art. II, Sec. B - 12)		\$500	
\$250		Coach CDL Endorsement (1- time stipend)		\$250	
Base Salary =		\$34,000			

Section D. Other Supplemental Salary Schedule Conditions

1. **Extended Contracts.** The professional employee will be notified of the Board of Education's decision to increase or reduce the number of extended duty days by June 1 or the day when the negotiated agreement is ratified by the board and the association, whichever is later. The professional employee shall have the right to meet with the Board of Education to discuss the increase or reduction.
2. **Coaching Experience Factor.** New coaches in the system will receive experience credit equal to their years of experience, not to exceed step 10. All percentages are figured from the base supplemental pay per year.
3. **Breakfast Duty** is a supplemental duty. Teachers may resign the duty without threat to the individual's contract.
4. **Assignment of Supplemental Positions.** Teachers will be made aware of available supplemental positions as expeditiously as practical. Communications that may be utilized are posting openings on faculty bulletin boards; inter-building communications; including announcements in communications normally mailed to staff or verbally in faculty meetings. The district is not required to make separate mailings for this purpose.
5. **Job descriptions and/or expectations.** Teachers will perform duties according to the developing job descriptions established for each supplemental position or category.
6. **Certified and Rule 10.** All supplemental positions, certified and rule 10, will be paid on the supplemental salary schedule.
7. **Special Hourly Duties.** Teachers working with the after-school program will be paid the hourly rate specified in the grant. Teachers driving a bus will be paid as other drivers are paid according to district policies and procedures.

Section E. Reimbursement for College Hours Earned

1. **College Hours Reimbursement** - Employees will be reimbursed for successful completion of approved college hours taken at a college, workshop, or conference. Employees requesting reimbursement for any college hours will be approved through the My Learning Plan system. Application to the Superintendent through My Learning Plan should be 5 days prior to taking the class(es) under normal circumstances. This time may be shortened by the Superintendent when extenuating conditions apply. A purchase order for reimbursement must be completed and include a grade transcript when the class has been completed.
2. **Summer Hours** - Transcript or grade card must be submitted by September 15 following the successful completion of the summer courses.
3. **Fall Semester** - Transcript or grade card must be submitted by February 15 following the successful completion of the fall semester.
4. **Spring Semester** - Transcript or grade card must be submitted by July 15 following the successful completion of the spring semester.
5. **Employee Request For Reimbursement** - Employees who will be requesting reimbursement for more than six credit hours during anyone fiscal year must notify and receive written acknowledgment from the Superintendent of Schools.

6. **Reimbursement Schedule** - Payment to teachers for earning college credit hours will be as follows:
 - * \$60.00 per semester hour for undergraduate hours.
 - * \$125.00 per semester hour for graduate hours.
 - * \$125.00 per semester hour for graduate hours toward an advanced degree in the teaching area.
 - * \$125.00 per semester hour for a graduate course approved each year by the PDC in keeping with a current educational trend.
 - * \$125.00 per semester hour for courses that are requested by the board in order that the teacher will be qualified to teach in a different subject area.
7. **Grant Exclusion** - Teachers attending school under federal grants or who receive reimbursement for the hours from other grants or programs do not qualify for this payment. Teachers will not be eligible for this payment until after one full year in the system. Teachers not returning to the system will not qualify for this payment.
8. **Non-Returning Exclusion** - Teachers who have taught one year in the system will be paid at the above rates per semester hour for attending classes during the school year. Teachers not returning to the system will not qualify for this payment for second semester classes.
9. **Budget Conditions** – Teachers must notify the district office on or before July 1 of their intention to request reimbursement for college hours for the upcoming contract year. A maximum of \$5,000 will be appropriated for reimbursement. Any amount above the \$5,000 would be prorated based on the number of hours submitted. Hours submitted after the notification deadline will only be considered if the yearly maximum appropriation has not been reached.

Section F. Mileage Payments

1. Teachers who are required to drive their automobile as a part of their teaching or supplemental assignment will be reimbursed at the rate established by the State of Kansas.

Section G. Loss of Pay - Salary Deduction

1. If the teacher takes more than the accumulated sick leave or personal leave, salary deduction will be made from the monthly check. Substitutes are not to be paid by the teachers. Deductions are to be made at the rate of 1/number of base contract days of the annual salary.

Section H. Pay of Part-Time Employees

1. The work day for teachers as determined by the board of education shall be no longer than 7 hours and 50 minutes. Days taught on the hot weather schedule and early dismissal days due to weather are not considered normal work days.
2. The starting and ending times for professional development days and teacher work days shall not exceed work times followed on student contact days.
3. Time scheduled for parent-teacher conferences and any changes in the duty day these conferences may involve shall be mutually agreed upon between teachers involved in the conferences and the board of education.
4. The total number of minutes in the duty day of the part-time teacher (as determined by the administration) divided by the total number of minutes in the duty day of the full-time teacher equals the pro-rate percentage for the part-time teachers. In determining the pay of the part-time

teacher, the teacher's base pay (as determined by the current salary schedule) will be multiplied by the pro-rate percentage.

5. A part-time teacher who is requested to report to work outside his/her regular duty day will be compensated at the rate of twenty-two dollars (\$22.00) per hour unless for duties as otherwise specified in this agreement.

ARTICLE IV. HOURS OF WORK

Section A. Contract Year

1. The number of duty days and professional development days in the duty year shall not exceed one hundred ninety (190) school days, unless state law requires an increase.

Section B. Arrival and Departure Time

1. All teachers are expected to be at school at least twenty (20) minutes prior to the starting of classes. Likewise, teachers are expected to remain in the classroom for at least five (5) minutes after the students have been dismissed. To accommodate availability for parents and/or guardians, teachers leaving within five minutes of the duty day are expected to check out at the nearest school office. Modifications to these times may be made at the agreement of the school district and individual teacher(s) to allow for special scheduling of classes.

Section C. Extension of Duty Day

1. The day can be extended for the following: department committee meetings, special help sessions with students, parent meetings, Individual Education Plan (IEP) meetings and special education staffings.
2. Teachers shall, as a group, receive two hours released time from instructional duties for each Open House activity in which they participate. This release time will be on the afternoon of a music festival hosted by the district or on the teacher workday near Christmas break.
3. Teaching staff is not required to supervise the elementary PE program or music programs.

Section D. Dismissal of School for Activity

1. When school is dismissed at one level and teachers at that level have no duty day, it should be dismissed at all levels. In this circumstance, the day of instruction missed shall be rescheduled.

ARTICLE V. AMOUNTS OF WORK

Section A. Faculty Meetings

1. The administration may schedule a maximum of two (2) one-half hour faculty meetings outside the normal hours of work each week. These meetings will be scheduled a minimum of one week in advance. Topics covered in the meetings will be pertinent to those expected to be in attendance. These meetings will require an agenda the day before each meeting. If the meetings are canceled, every teacher will be notified before that day. Teachers in more than one building should only attend two faculty meetings per week.

Section B. Released Time - Preparation Periods

1. All teachers will normally be granted at least fifty (50) minutes daily when they are released from direct supervision of their students. This is intended to be used for both instructional preparation and personal relaxation. If teachers determine that it is necessary for them to leave the campus during this time, they must notify the office.
2. Professional employees whose primary responsibilities are not classroom teaching are eligible for fifty (50) minutes of preparation time when working with students. This time is for both responsibility preparation and personal relaxation but should not be viewed as duty free or release time unless done so in the appropriate manner.

Section C. Duty Free Lunch

1. Each teacher will be granted a thirty-five (35) minute duty free lunch.
2. Teaching staff may be assigned supervision duties on a rotating schedule.
3. On the evening of parent teacher conferences, each teacher will be granted an additional 35 minute duty free meal break.

ARTICLE VI. HOLIDAYS, HOLIDAY LEAVE AND VACATION ALLOWANCE

Section A. Vacation Allowance

1. At the end of the school year, teachers will be allowed to leave as soon as checked out by the building principal or a representative he or she appoints. No mandatory meetings will be scheduled.

Section B. School Calendar

1. School calendar options will be developed by a committee made up of two teacher association representatives, the superintendent, and all building principals. In preparing calendar options, the committee shall include the following holidays and the minimum number of days as indicated for each holiday.

Labor Day 1 school day
Thanksgiving 3 school days
Winter Break 7 school days
Spring Break 5 consecutive school days
Good Friday 1 school day
Memorial Day 1 school day

The board shall have the right to increase the number of vacation days in adopting the school calendar. The calendar committee will accept suggestions from staff up until January 1. Options for the calendar for the following year will then be developed by the committee to be presented to the Board.

ARTICLE VII. LEAVES

Section A. Sick Leave/Disability Leave

1. On the first day of school, of each school year, each teacher will be allowed ten (10) sick leave or disability leave days. These will be used to cover absence due to teacher's illness or disability, or illness or disability in the teacher's own family, and may be taken in quarter hour increments. Six and three quarter hours would constitute one school day. The Board reserves the right to request a statement from the teacher's physician verifying the period of illness or disability. A maximum of ninety (90) days can be transferred from one year to the next.
2. In the event these ten (10) days cause the maximum of ninety (90) days to be exceeded, and provided the excess above ninety (90) is not used during the school year, a teacher will be paid at the rate of twenty dollars (\$20.00) per day for any days above the maximum.
3. In addition to the above, the Board establishes a sick leave/disability leave bank. The Board will contribute fifteen (15) days annually to the bank, and if any of the days are unused, said days may be allowed to accumulate to a maximum of ninety (90) days. Teachers can choose to join the sick /disability bank through the donation of one day of sick leave. Additional single days would be requested from members of the bank at anytime during the year that the total days remaining drops below 15 days. Days become the property of the sick leave bank committee to distribute. Sick leave bank members can decline to continue as part of the bank anytime additional days are requested to replenish the minimum days for the bank.
4. Annually, a building principal will be appointed by the Board and two teachers will be selected by the Association. These three people will serve as a committee whose primary responsibility will be to approve or disapprove requests from the teaching staff for additional sick leave/disability leave days.
5. Requests for the additional sick leave/disability leave days will not be considered until the requesting teacher has exhausted all of the sick leave/disability leave and personal leave days he/she has available.
6. After four or more years of service in USD 350, a teacher with accumulated sick leave/disability leave will be paid twenty dollars (\$20.00) per day for any unused sick leave/disability leave upon their retirement or resignation. Other than specifically provided for in this Agreement, the District will not pay for unused sick leave/disability leave benefits when an employee leaves the employ of the District.

Section B. Personal Leave

1. The Board realizes that occasions arise throughout the year when employees need to be absent from duty for causes other than personal illness or illness in the immediate family. Personal leave, not to exceed three (3) days in any one school year, will be granted. Personal leave should be requested 5 days in advance if possible.
2. Personal leave when granted will be taken in quarter hour segments. Six and three quarter clock hours would constitute one school day.
3. Should any teacher(s) desire to use personal leave the day before or the day after scheduled vacations, no more than four (4) teachers will be granted leave on any given day. Should more than four (4) teachers apply for leave, the first four (4) making application will be granted leave. Personal leave will not be granted during the last week of school unless approved by the building principal.

4. Teachers will have the option to carry over personal leave days to the following contract year, cumulative to a maximum of 5 days. Additionally, teachers may desire to be reimbursed for unused personal leave days each year, at the rate of \$60 per day. Payments will be made at the end of the teaching year or in the July paycheck for days teachers do not carry over.
5. Teachers who use their available personal days may convert up to three sick days to personal days during the school year. Sick days can only be converted for immediate use and not to create a balance of personal days.

Section C. Bereavement Leave

1. Each certified employee shall be allowed three (3) days of bereavement leave during a school year. Exceptions to this policy may be made at the discretion of the Superintendent of Schools on an individual basis. Accumulated sick leave may be used for additional bereavement leave. Bereavement leave for family or close relatives will be arranged through the Superintendent of Schools. Bereavement leave is non-accumulative.

Section D. Professional Leave

1. The Board may grant teachers leave for professional meetings such as regional, state, and national meetings; serving on evaluation teams, and visiting classes or visiting innovative programs in another school system.
2. If the teacher receives any monetary compensation for services at such meetings other than meals, lodging, and mileage, then the absence must be termed personal.

Section E. Sabbatical Leave

1. **Purpose.** The sabbatical leave policy is designated to provide opportunity to engage in professional experiences having a major focus on self-improvement.
2. **Qualifications.** The applicant must have been employed in the school district for at least seven (7) consecutive years. Absence from the service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the district during the seven (7) consecutive years of service immediately preceding the current application.

The applicant must sign a note agreeing to return to service with the district, for one (1) school year, immediately upon termination of the sabbatical leave.

3. **Application.** Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 15 as to the status of their application. Applicants for sabbatical leave shall include an outlined plan for the period requested with their application forms. This plan shall be indicated on the application form or as an attached statement and shall include details of a project such as research, writing and travel to be pursued independently by the applicant.

4. **Status While on Sabbatical Leave.** A teacher on sabbatical leave shall be considered to be in the employ of the district and shall have a contract as provided for in Kansas Statute 72-5410 et. seq. However, the leave, if granted, will be without pay.

Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the Board; however, it will be the obligation of the teacher to provide full payment to the District for all benefits at least one month in advance of the due date.

5. **Status on Return From Sabbatical Leave.** A teacher returning from sabbatical leave shall be restored to his former teaching position or to a teaching position for which the teacher is certified. Vacancies created by a sabbatical leave shall be filled on a temporary basis.
6. **Sabbatical Committee.** All applicants for sabbatical leave shall be reviewed by a committee composed of seven (7) members. Three (3) of these shall be appointed by the Association and three (3) by the Superintendent. The Superintendent shall serve as the seventh member of the committee.
7. **Selection.** The Sabbatical Committee shall make the final selection from the list of applicants. Annually, one (1) teacher from one of the three (3) levels (elementary, junior high, senior high) shall be granted sabbatical leave upon application and approval.

Leaves will be granted on a rotational basis as follow:

SENIOR HIGH - 2016-2017 school year
ELEMENTARY – 2017-2018 school year
JUNIOR HIGH - 2018-2019 school year

If an application is not received from a particular level, for the year designated, the applicant will be selected from the next level as designated above.

Section F. Jury Duty

1. Teachers may be granted leave to appear in court or to answer a jury summons or court subpoena. There will be no deduction in salary for said jury duty or court subpoena leave. Teachers may keep any compensation received for jury duty.
2. Leave will not be granted with pay where the litigation is against USD 350 or its board of education and the teacher is supporting the litigation.

Section G. Early Retirement

1. The Early Retirement Benefit package expired at the end of the 1999-2000 school year. Those retirees who are on the program prior to this time shall continue in the program until the employee reaches the age of 65. The Early Retirement Benefits package is explained in the 1999-2000 negotiated agreement which will be kept on file in the District Superintendent's Office.

Section H. Association Leave

1. Association members will voluntarily establish a pool of Association leave days (from their allowed sick leave days), to be used for Association meetings, Association business, or Association conference attendance. Use of these days is not to exceed five teachers per day.

ARTICLE VIII. INSURANCE BENEFITS

Section A. IRC Section 125 Cafeteria Employer Paid Plan

1. The Board establishes an IRC Section 125 Cafeteria Salary Reduction Plan whereby each eligible professional employee has the right to reduce his/her compensation in the amount necessary to purchase from those nontaxable benefits contained in the plan and selected by the employee.
2. The nontaxable benefits contained in the plan are (1) health insurance (including hospitalization, dental and cancer insurance); (2) short-term disability insurance (salary protection); (3) group term life insurance; (4) medical reimbursement; and (5) dependent day care. Further provided, at the discretion of the professional employee, some or all of the plan proceeds may be taken as cash in lieu of the aforementioned benefits. The Board shall pay the total sum of \$2,167 toward premiums for the above specified fringe benefits to each full time certified employee who does not enroll in the district health insurance group and who has been in continuous employment by the district since the 1991-92 school year.
3. The above benefits shall be provided by a company, or companies, approved by the Board of Education.

Section B. Health Insurance

1. The Board of Education of USD 350 and the St. John-Hudson Teachers Association agree that it is in the best interest of the two parties to maintain and strengthen the District's health insurance plan. In order to accomplish this, the participation of the professional employees in the plan must be maintained, and if possible increased.
2. To this end, the Board of Education of USD 350 agrees to provide \$6,552 to be applied to the purchase of membership in the district health insurance plan. Employees must purchase a single dental plan in order to qualify for this benefit.
3. Certified staff covered by this agreement that are employed after the 1991-92 school year must opt to participate in the District's health insurance program in order to receive the employer provided fringe benefit. Retirees may continue health insurance through the district at the retiree's cost subject to the insurance provider allowing this practice. The retiree would need to carry a single dental policy to qualify for the health coverage.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Purpose

1. From time to time, staff members in this school system may have grievances. If allowed to go unresolved, they have a damaging effect on teaching efficiency. They normally arise from misunderstanding rather than from bad intention. A good procedure for resolving them is of extreme value to the school system and the community it serves.
2. The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of employees of Unified School District Number 350, Stafford County, at the lowest level.

Section B. Definitions

1. Grievance shall mean a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation, or misapplication of the Collective Negotiations Agreement, a board policy, administrative regulation, practice or action affecting conditions of employment.
2. Grievant means the person or persons filing the grievance.

Section C. Procedures

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

Level 1. A grievant shall first take up his grievance with his immediate administrative superior in private informal conference(s). This need not be in writing. Every effort shall be made to adjust the grievance in an informal manner.

If the grievant is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate supervisor. Every effort should be made to develop an understanding of the facts and the issue in order to create a climate which will lead to a solution. The formal conference shall occur within five (5) school days of the last informal conference. The grievance shall be presented in writing.

Level 2. In the event that the grievant is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within ten (10) school days after the presentation of the grievance, he may appeal the matter in writing to the Superintendent of Schools within fifteen (15) days after the formal conference.

If the grievant appeals the grievance to the Superintendent, the Superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within five (5) school days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within fifteen (15) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within five (5) school days after the date the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of adjustment of the grievance by submitting a written request to the clerk of the board within five (5) school days after the Superintendent or his designated representative has rendered a decision or after the expiration of said five (5) school days.

The Board of Education shall within thirty (30) school days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing.

Section D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the Board or by any member or representative of the administration against any grievant, any party in interest, any grievance procedure by reason of such participation.
2. A teacher may be represented at all stages of the grievance procedure by himself or at his option, by a grievance representative selected by the Association. The grievant must be present as the grievance proceeds through all levels of the procedure. A written release or waiver of confidentiality from the grievant is required to share information with those participants designated appropriate by the grievant in confidential matters relating to the grievance.
3. If the Local Teachers Association is the grievant, the appointed representative of the association will be the grievant present.

Section E. Supplemental Conditions

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communication and records, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
3. At each step of the procedure, the grievant shall be entitled to be accompanied by legal counsel or any other parties the grievant may designate.
4. All grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when classes are in session during the school day.
6. It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he is aware of grievance.
7. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
8. The filing of a formal grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witnesses thereto. The grievant must file Grievance Report Form, Appendix "A".
9. Nothing in this grievance procedure shall be construed as prohibiting a grievant from seeking a judgment or ruling in a court of law.
10. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

11. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.
12. If the Board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the grievant shall receive the remedy he is seeking.

ARTICLE X. NON-RENEWAL OF CONTRACTS

Section A. Reduction in Personnel

1. Should the reduction in personnel become necessary when two (2) or more teachers at the same endorsement and licensure level are involved, the Board of Education will follow the following plan in the determination of the non-renewal of contracts.
2. Factors to be considered and index according to importance shall be multiplied by the points in each category.

<u>FACTOR</u>	<u>INDEX</u>	<u>POINTS</u>
1. Total Years in System	20	1 - 3 to 5 years 2 - 6 to 10 years 3 - 11 to 15 years 4 - 16 and over
2. Total Semester Hours (College hours only)	10	1 - 130 hours 2 - 131 to 140 hours 3 - 141 to 150 hours 4 - 151 to 160 hours 5 - 161 and over
3. Continuing Education While Employed by the District: *Average hours per year for preceding 5yrs above BA *Average PDC points earned over preceding 5 years (20 PDC points = 1 semester hour)	15	1 - 1 to 2 hours 2 - 3 to 4 hours 3 - 5 to 6 hours 4 - 7 and over
4. Extracurricular Activities on Supplemental Schedule	15	1 - 1 activities 2 - 2 activities 3 - 3 activities 4 - 4 or more activities
5. Endorsements to Teach in More Than one Subject Area	15	1 - 2 subject areas 2 - 3 or more subject areas
6. Evaluation by Principal current evaluation instrument. (A value of 1 is assigned for the lowest category and a 4 for the highest category. The average score is figured by averaging all categories of the most recent teacher evaluation.)	30	Average score on most

3. In the event a teacher has his/her contract non-renewed because of a reduction in force, he/she will be extended certain reemployment opportunities. These opportunities are as follows:
 - a. For a period of one year, the teacher will be notified of any teaching vacancy that occurs in the District and in which the teacher is certified to teach.
 - b. It will be the responsibility of the teacher to notify the District of any address change during the one year period.
 - c. The teacher will be given the opportunity for a personal interview with the building principal where the vacancy exists and with the Superintendent of Schools.
 - d. Said teacher will then be given consideration along with other applicants for the job both from within and outside the District.

Section B. Early Termination of Contract / Breach of Contract

1. Teachers requesting release from their contract after the legal notification date will be obligated to reimburse the Board of Education if the release is granted. The reimbursement will be at the following rates:

<i>Day following legal notification date through June 15</i>	<i>\$500</i>	
<i>June 16 through July 31</i>	<i>\$1000</i>	
<i>August 1 through the completion of the contract year</i>		<i>\$2000</i>

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. This charge may be waived by the Board if the request is based on emergencies deemed necessary by the Board.

2. Teachers who notify the board of education of a resignation or retirement will be paid the following compensation once all contractual obligations to the district have been met:

<i>Notification before January 1 of the contract year</i>	<i>\$750</i>
<i>Notification from January 1 to March 1 of the contract year</i>	<i>\$400</i>

Section C. Fair Dismissal

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
3. Starting in Year Four of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the Board may formally grant non-probationary status to any teacher earlier.
4. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational,

unreasonable, or irrelevant to the school board's task of building up and maintaining an efficient school system.

5. If the proposed nonrenewal is to be based on poor job performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.
6. If the nonrenewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed.
7. If the non-probationary teacher is non-renewed, he/she shall be notified in writing by the principal or superintendent or by certified mail prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request to the Board clerk for a hearing. Any evidence used to support the board's non-renewal decision which the board will use at a hearing shall be provided to the teacher within seven calendar days from receipt of the request for a hearing.
8. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from either the KSDE list or the AAA list.
9. During the hearing, the entire basis for the nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence in his/her own behalf. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall determine whether to sustain or reverse the nonrenewal and reinstatement of any lost pay, and shall be rendered in writing to both parties within seven calendar days.
10. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.
11. If the teacher prevails, he/she is reinstated in full. If the Board prevails, the nonrenewal is final. The decision is binding on both parties with no appeal.
12. The teacher shall pay for his/her expenses, including any witnesses and/or representation. All other expenses of the hearing shall be paid by the district.

ARTICLE XI. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURES

Section A. General Procedures:

1. All monitoring or observations of performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
2. The evaluation forms must be signed by both the staff member and the evaluator. The staff member's signature indicates completion of the process, not necessarily concurrence.
3. A completed copy of the evaluation report is to be given to the staff member, and one is to be retained by the evaluator.

4. No material derogatory to a teacher's conduct, performance, character, or personality shall be placed in the personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
5. The staff member being evaluated may, but is not required to, react to the evaluation by completing the proper section on the evaluation or by submitting a separate report to the evaluator within a two week period.
6. A teacher shall have the right to review the contents of the personnel file and to receive copies at said teacher's expense. A teacher shall be entitled to have a representative accompany him/her during such review. A written release or waiver of confidentiality from the teacher is required to share information with appropriate participants in confidential matters.

At least once every two (2) years, a teacher shall have the right to indicate documents and/or other materials in the file which may be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent of Schools, or his/her designee, and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

7. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment, it shall not establish any separate personnel file which is not available for the teacher's inspection.
8. Each teacher will be notified as to which administrator(s) will be his or her evaluator(s) for the year.

Section B. Evaluation Procedures

1. Awareness and training will be provided about the evaluation process and timeline by the administrator within the first 30 days of each school year.
2. First 2 years of employment: A comprehensive evaluation will be completed twice during the school year. This evaluation will be completed within the first 60 school days of each semester.
3. 3rd and 4th years of employment: A comprehensive evaluation will be completed at least once during the school year but no later than Feb. 15th.
4. After 4th year of employment: A comprehensive evaluation will be completed at least once every three years but not later than Feb. 15th of the school year in which the educator is being evaluated.
5. Individual Professional Development Plan (IPDP): Any educator not being formally evaluated through the comprehensive evaluation plan will complete a Individual Professional Development Plan (IPDP). IPDP goals will be developed collaboratively by both educator and administrator within the first 60 days of the school year. This plan will be reviewed by administrator and educator by the last contract day of the school year. *Note – Only the PDC may approve activities to be used for renewal of a license and is authorized to do so without regard to administrative recommendation or lack of recommendation.*

Section C. Evaluation Process

1. AWARENESS

Small group or faculty meeting.

Description of the process, timeline, and identification of educators to be evaluated.

Forms and documents will be shared and discussed.

Minimum of two formal observations required per evaluation cycle.

One observation will be scheduled and the other(s) may be scheduled or unscheduled.

2. Pre-Observation/Planning Conference

USD #350 Pre-Observation/planning form to be completed by teacher prior to meeting.

Discussion of lesson to be observed and planning form.

Face-to-face meeting with first-year teachers. All other educators may share this information in written form.

3. Classroom Observation #1

A formal observation is defined as viewing one complete classroom lesson.

The evaluator will use USD #350 Classroom Observation Form to collect evidence.

The educator will receive written feedback within a reasonable timeframe (ideally within 2 school days).

4. Post-Observation/Artifact Conference

Face-to-face conference to discuss scheduled classroom observation #1.

Feedback Form will be shared with educator.

Educator will share a minimum of 4 artifacts as evidence for Domains 1 and/or 4.

Educator Reflection Form will be one of the required artifacts.

5. Additional Classroom Observations

The evaluator will use USD #350 Classroom Observation Form to collect evidence.

The educator will receive written feedback within a reasonable timeframe (ideally within 2 school days).

6. Final Summative Conference

Final conference to review comprehensive evaluation.

USD #350 Evaluation Summary Sheet will be completed by evaluator and shared with educator.

Feedback Form to be shared with educator.

Discussion about strengths and areas for growth

Section D. Other Conditions

1. Recommendation for Probation or Nonrenewal. Such recommendations, along with all support data, must be presented to the Board of Education.
2. Conformance to Evaluation Sequence Dates. In those cases where a date is provided by state statute for the completion of a particular evaluation sequence, those dates are to be considered final. This means that all post-conferences are to be completed by these times, except in emergency cases such as sickness.
3. PLAN OF ASSISTANCE
 - a. If an educator receives an “Unsatisfactory” rating on any component on the summative evaluation, a written Notification of Unsatisfactory Performance will be provided to the educator which will include areas requiring improvement.
 - b. Educator and administrator will collaboratively develop a Plan of Intensive Assistance. This plan will include recommendations for corrective action, list evidence of sufficient improvement, and include a target date for completion.
 - c. After the plan of assistance is completed, a recommendation by the administrator will be indicated on the form.

ARTICLE XII. ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A. Payroll Deductions for Association Dues

1. Upon written authorization by a teacher, the Board of U.S.D. #350 will withhold the amount designated by the teacher from the monthly salary checks in accordance with applicable state laws. Within a reasonable time thereafter, the Board will write a check for the amount of the dues deducted and forward the check to the Treasurer of the St. John-Hudson Teachers' Association.

Section B. KNEA Meetings

1. Since school may be in session during the KNEA meetings, the Board will provide a maximum of ten (10) professional leave days for use by the Association members. Provided, however, that no more than five (5) teachers will be granted professional leave on any one day.
2. The President of the Association will present a recommendation which will include the names of those teachers who will attend the meetings prior to the time that the request for leave is considered by the Superintendent. Completed absence forms for teachers attending the meetings on professional leave must be in the Superintendent's office one week prior to the meeting.

Section C. President's Attendance at Board Meetings

1. If a board meeting is held during the school day, the President of the Association, or his/her designee, will be granted leave with pay in order to attend said meeting.

ARTICLE XIII. ASSIGNMENT AND TRANSFERS

Section A. Tentative Teaching Assignment

1. Teachers will be given a tentative teaching assignment. In the event it becomes necessary to change the tentative assignment prior to the next school year, the administration will notify the teacher as soon as possible either by telephone or by certified mail.
2. The job description will be attached to the teacher's individual contract.

Section B. In-District Job Openings

1. Openings in the school system shall be posted. Qualified teachers who wish to move to a different open position in the system will be allowed to apply for special consideration.

ARTICLE XIV. PROFESSIONAL DEVELOPMENT COUNCIL

Section A. Recognizing the importance of a professional development program which meets the needs of teachers, the parties shall establish a Professional Development Council which shall ascertain the professional development needs of teachers and recommend programs designed to meet those needs. Such professional development shall be planned within the guidelines established by the State Board of Education and the Local Professional Development Plan to meet re-licensure requirements. Re-licensure credit obtained under this provision shall qualify for horizontal advancement on the salary schedule as outlined in the Local Professional Development Plan.

Section B. The Professional Development Council for Unified School District #350 shall be established and shall function as an advisory group/unit to the Board of Education as to the development, implementation, and evaluation of the professional development plan and professional activities of the school district and its certified employees. Specific functions of the Professional Development Council are detailed in the Local Professional Development Plan.

Section C. The membership selection is described in the Local Professional Development Plan. Nothing in this agreement is intended to be contradictory to the Local Professional Development Plan, therefore all procedures of the Local Professional Development Plan are acceptable.

ARTICLE XV. MEMORANDUM OF UNDERSTANDING

Section A. The Board and the Association agree to reopen negotiations and permit amendments to salary and supplemental sections of this agreement whenever state funds over those previously anticipated due to student enrollment for the 2016-17 budget year have been appropriated.

DURATION OF AGREEMENT

This agreement negotiated and ratified by the Board of Education of Unified School District No. 350 and the St. John-Hudson Teachers Association shall be effective for a twelve (12) month period commencing on July 1, 2016 and continuing through June 30, 2017.

Dated this _____ day of _____, 2016 at St. John, Kansas.

ATTEST: _____ By: _____
Clerk President - Board of Education USD 350

Dated this _____ day of _____, 2016 at St. John, Kansas.

_____ By: _____
Secretary President
St. John-Hudson Teachers' Association

**UNIFIED SCHOOL DISTRICT NO. 350
GRIEVANCE REPORT FORM**

Procedure - Level - (1) (2) (3) Date
Filed _____

(Circle one to indicate level of Grievance)

Name of Grievant Building Assignment

A. Date cause of grievance occurred:

B. Relevant contract provision (s):

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 _____

(Note: If additional space is needed, add attachments as necessary)