Employee Handbook
Bargaining Unit
2025-2026

Unified School District No. 445, Montgomery Co.



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Unified School District No. 445, Montgomery Co. does not discriminate based on sex, race, color, national origin, handicap, or age in admission or access to, or treatment or employment, in its programs or activities.

Welcome to USD 445 Coffeyville School District

BOE Approved: July 14, 2025

Notice of Nondiscrimination

Applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding negotiated agreements or professional agreements with the school district are hereby notified that this district does not discriminate on the basis of race, religion, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the USD 445 School District's compliance with the regulations implementing Title IX, Americans with Disability Act or Section 504 is directed to contact the Superintendent of Schools who has been designated by the Board of Education to coordinate the district's efforts to comply with the regulations implementing these laws. You may also contact the Section 504 Coordinator at the Kansas State Board of Education by calling 785-296-2424.

Preamble

The USD 445 Board of Education, administration, teachers, and other employees of the district recognize and declare that it is their mutual aim to provide a quality education to all district pupils. All those above recognize and agree that they have the shared responsibility to:

- Respect each pupil's dignity and worth
- Respect each pupil's right to learn in a safe, supportive environment
- Uphold the standards of the teaching and administrative professions
- Promote quality teaching based on recent pedagogical research
- Assume responsibility for student learning, along with students and parents

In addition, each employee shall demonstrate professional behavior that supports team effort and enhances team behavior, performance and productivity.

Purpose

The Bargaining Unit Employee Handbook is intended to serve as a guide and reference for all bargaining unit employees. The Negotiated Agreement and contracts for employees are included in the Bargaining Unit Employee Handbook. This handbook supersedes any previous handbook or unwritten policies, and except where restricted by law, USD 445 reserves the right to change the policies described herein. While the employee handbook provides important information relative to aspects of your employment at USD 445, it cannot be used as the basis for all decisions. You are encouraged to consult your supervisors with specific questions you do not find addressed in this handbook. This handbook is subject to updates and changes throughout the fiscal year. The Negotiated Agreement (included within this handbook) is subject to change only during negotiations and then only upon agreement by both parties, USD 445 School Board and the teacher's recognized bargaining unit.

Verification of Employment and Employment Eligibility

The Immigration and Naturalization law of 1986 requires employers to verify, within three business days of hiring, that all employees hired after Nov. 6, 1986, are citizens or aliens authorized to work in the U.S.A. Both employer and employee are required to fill in information to complete an I-9 Form. The human resources department shall verify all inquiries of employment verification. USD 445 shall request that each inquiry be received in writing on the requestor's letterhead, either by fax or mail. USD 445 Coffeyville shall provide the Social Security Administration (SSA) and if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. USD 445 utilizes the Department of Homeland Security's E-Verify procedure to confirm

work authorization. If the Government cannot confirm that you are authorized to work, USD 445 Coffeyville is required to give you written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment.

Background Check

Employment of all USD 445 staff is subject to a background check. Should the background check show any convictions, probations, or diversion agreements, consideration will be made as to the duration and seriousness of the conviction. In questionable cases, the HR/Payroll Department will consult with the superintendent of schools when considering whether or not to employ the applicant in question. Under no circumstances will an applicant be employed if charges of child molestation or other sexual crimes are reported on the background check.

Safety Statement

USD 445, Coffeyville, Kansas, promotes an aggressive safety and health program for all employees and students. The district will monitor all working conditions, practices, products, and personnel to ensure the safest environment for all concerned. The district will provide safety training in job procedures, materials, and other related matters. Employees are required to follow all general safety procedures and practices in the course of their duties. In the event of an accident or safety problem, employees are to immediately report to the building principal or supervisor.

Sexual Harassment Statement

It is the policy of USD 445 to maintain an employment and educational atmosphere free of any pressures on employees and students relating to sexual harassment. Consistent with applicable federal and state laws, USD 445 endorses the objective that employees and students be free of situations where sexual considerations form the basis for business or educational decisions. Sexual harassment may be described as unwelcome sexual advances, requests for sexual favors, and other unwelcome physical, visual, or verbal behavior of a sexual nature. Sexual harassment is to be reported to your immediate supervisor, unless your immediate supervisor is involved. In that case, sexual harassment is to be reported to their superior.

Bullying by Staff

Board Policy GAAE: The board of education prohibits bullying in any form, including electronic means, on or while using school property, in a school vehicle or at a school-sponsored activity or event. The administration shall propose, and the board shall review and approve a plan to address bullying on school property, in a school vehicle or at a school-sponsored event. The plan shall include provisions for the training and education of staff members. Staff members who bully others in violation of this policy may be subject to disciplinary action, up to and including suspension pending a hearing and/or termination. If appropriate, staff members who violate the bullying prohibition shall be reported to local law enforcement.

Employee Classifications

The Employee Handbook is intended to address the policies and needs of all employees, except where indicated by specifically mentioning “licensed staff employees” or “classified staff employees” or

"special services staff employees". The Negotiated Agreement and contracts for employees supersedes similar items addressed in this Employee Handbook.

Licensed Staff Employees:

Teachers: Staff who holds a KSDE teaching license and are covered by the USD 445 Teachers' Negotiated Agreement. These employees are issued a contract and are considered part of the bargaining unit.

Administrators: Staff who holds a KSDE administrator license and are assigned administrative duties. Administrators are not covered under the Negotiated Agreement and are included in Special Services. These employees are issued a contract.

Counselors: Staff who holds a KSDE school counseling license and are assigned school counseling duties. Counselors are not covered under the Negotiated Agreement and are included in Special Services. These employees are issued a contract.

Substitute Teachers: Individual day contracted staff who hold a Kansas substitute teacher license and are covered under the Substitute Teacher Handbook. These employees are employed on an individual day basis as teacher absences occur.

Director Employees:

Staff, other than educationally licensed staff, who perform supervisory or other duties related to their field. These positions include: Director of Human Resources, Director of Child Nutrition, Director of Maintenance, Director of Parents as Teachers, Director of ESOL Services, Director of Student Support Services, and the Director of the After-School Programs . These employees are typically issued a contract as they supervise other employees and require specific skills/educational degree to hold the position.

Support Staff Employees:

Staff, other than educationally licensed staff, who perform duties related to their field. These positions include student support/resource specialists, teaching assignments of non-fully licensed staff (PK-12). These employees do not supervise other district employees and are typically issued an agreement.

Classified Staff Employees:

Staff, other than licensed education staff who are employed by the district and paid on an hourly basis regardless of the pro-rata wage status. These employees are considered "at-will" employees as defined by the State of Kansas.

Grant Employees:

Various employees hired under specific grant requirements. These employees often have special provisions for their employment due to grant requirements, such as set wages, vacation, hours worked or starting and ending times. These employees may be listed under the "Classified Staff" or "Support Staff" employee categories depending on the grant requirements. Examples of these employees include employees in the Parents as Teachers/MIECHV, Indian Education and Migrant Program.

Temporary Employees:

Temporary employees shall be those employees who may or may not have a continued expectancy of employment; examples would be persons working as student custodial helpers, summer maintenance and grounds workers, technicians, substitute teachers, grant workers and temporary classroom teacher's assistants. These types of temporary employees do not receive fringe benefits. Temporary employees are not evaluated because of short term expectancy of employment. In addition, temporary employees may be dismissed at any time due to budget reasons or personnel adjustments and are considered "at-will" as defined by the State of Kansas.

Benefit Eligibility

Full-time Employees: Eligible for district benefits. For USD 445 benefit purposes, a full-time employee is one who is scheduled to work six or more hours per day, for nine or more months per year and whose recommendation for employment is approved by the Board of Education. For KPERS purposes, a full-time employee is one who is scheduled to work 630 hours, or more per year.

Part-time Employees: Not eligible for district benefits. Employees who work in permanent jobs, but who work less than six hours per day for any length of time in a fiscal year and whose recommendation for employment is approved by the Board of Education. These employees, although are not eligible for district benefits, may be eligible for KPERS if the employee is scheduled to work 630 hours or more per year.

Substitute Teachers and Temporary Employees: Not eligible for district benefits. Employees who are hired on a temporary basis, either for a specific job, or a specified length of time, employed either full-time or part-time. Substitute Teachers are considered individual day contracted workers and not part-time employees. Substitute Teachers not typically eligible for KPERS.

Employment Procedures

The Board of Education shall, as a condition of entering or continuing employment, require each employee who is in regular contact with pupils, to submit a certification of health, stating the employee is free from TB infection and passes a basic physical signed by a licensed physician or the Montgomery County Health Department on a prescribed form as required by K.S.A. 72-6266.
Upon employment, the following information will be provided to the Payroll Clerk at the Central Office:

Application/Resume	Copy of Social Security Card	Section 125 Option Form
Loyalty Oath	HIPAA Compliance	Network Acceptable Use
Health Physical/TB Test	Withholding Tax (W-4/K-4)	Copy of Driver's License
KPERS Application/Beneficiary	Form I-9	Direct Deposit Form
Payroll Deduction	TB Skin Test Results/Physical	

New Employee Orientation

Employees new to the district are required to come into the Board of Education office and fill out all necessary paperwork. This serves as the Orientation Day for the employee. In the event there are several new employees at one time, a New Employee Orientation Day may be scheduled for efficiency. The date will be determined at that time and new employees will be informed of the orientation day. Attendance to either the individual or group orientation day is required for all new employees.

Salary Considerations

Reference the Negotiated Agreement Article III Salary Considerations including the current salary schedule.

District staff not covered by the Negotiated Agreement may be offered supplemental contracts at the discretion of the Superintendent of schools.

Payment of Earnings

Reference the Negotiated Agreement Article III: Salary Compensation. Absence Without Pay

For each absence without pay, one day's wages will be deducted at each certified employee's daily rate. Failure to receive approval may mean that employment status will be re-evaluated and may lead to termination under Article VI: Disciplinary Actions of the Negotiated Agreement. Absence without pay may only be granted once an employee has exhausted all personal and/or vacation days available to them.

Fringe Benefits

Reference the Negotiated Agreement, Article VIII: Fringe Benefits

Authorization for Payroll Deductions/Reductions

Reference the following items in the Negotiated Agreement
- Article III: Salary Compensation, and
- Article XI: Payroll Deductions

Direct Deposit

Reference the Negotiated Agreement Article III: Salary Compensation

Recording/Requesting Absences/Leave

For all absences the school district utilizes the Absence Management program. Employees who must be absent from work for any reason, regardless if it is professional development or personal, must request and record the absence through the program which is available online. This includes discretionary days, professional days or sick days. The request for leave shall be filed and approved at least 24 hours in advance. For more information on the use of the program, a video help tutorial is available for employees to watch at any time once they log into the system.

Absences, regardless of absence type (discretionary, professional or sick) of one-half (½) day or less shall be charged as one-half (½) day. Absences of less than a day, but more than one-half (½) day shall be charged as one (1) day.

Medical certification may be required for any absence due to illness or injury. USD 445 may require a return to work release from a physician for any illness or injury lasting more than two days, prior to allowing an employee to return to work.

Reference the Negotiated Agreement Article X: Temporary Paid Leaves

Excessive Absenteeism

Excessive absences are determined when an employee's absence continually interferes with the normal operation the school day or department function. Excessive absences by an employee may lead to documentation on evaluations and possible termination as outlined under Article VI: Disciplinary Actions of the Negotiated Agreement.

Work Schedule

Reference the following Articles in the Negotiated Agreement:

- Article XII: Professional Day
- Article XIII: Teacher Planning Period
- Article XIV: Contract Year

Inclement Weather/School Closing

Reference the Negotiated Agreement Article XIV: Contract Year

Assignments and Transfers

Reference the Negotiated Agreement Article XVIII: Assignment and Transfers.

Limitation of Duty

If any staff member whose job requires heavy lifting or manual labor, is unable to perform his/her duties in full due to temporary or permanent limitations determined by either a doctor or by the employee's own admission; the staff member will be place on temporary short-term unpaid leave.

An employee may use accumulated sick leave or vacation leave to compensate absences. Determination as to the length of time of leave will be determined by the Business Manager and the Superintendent. A decision leading to extended long-term leave or termination will be made after the initial short-term leave has expired.

Staff Dress Code

Reference the Negotiated Agreement Article XXII: Dress Code

Staff Identification Badges

An identification badge shall be issued to each employee each school year. Badges shall be worn when the employee is on duty, and shall be displayed on the outer garment or on a lanyard. If an employee comes to work without the permanent badge, a temporary badge may be obtained from the building supervisor or designee.

Temporary Leave

Discretionary Leave

Reference the Negotiated Agreement Article X: Temporary Paid Leave; Section B: Discretionary Leave.

Sick Leave

Reference the Negotiated Agreement Article X: Temporary Paid Leave; Section A: Sick Leave.

Bereavement Leave

Reference the Negotiated Agreement, Article X: Temporary Paid Leave; Section C: Bereavement Leave.

Maternity Leave

Reference the Negotiated Agreement, Article X: Temporary Paid Leave; Section D: Maternity Leave.

Court or Jury Duty Leave

Reference the Negotiated Agreement Article X: Temporary Paid Leave; Section E: Court or Jury Duty Leave.

Family Medical Leave Act (FMLA)

In accordance with the FMLA, notice to employees is posted in the Central Office. It is the policy of USD 445 that twelve weeks of absences under FMLA will be from July 1 through June 30. Qualifying Family Medical Leave will run concurrent with all leaves including, but limited to, sick, personal, vacation, maternity, or professional leaves. Eligible employees should request FMLA from the clerk of the board, preferably in writing, when they become aware of the need for extended leave. Leave taken under FMLA is considered unpaid leave. All qualifying FMLA absences, listed above, will be considered as part of the twelve weeks of allowable FMLA absences beginning July 1.

Family Medical Leave shall be taken in whole day consecutive increments. There may be some instances when FML may be granted in half-day consecutive increments if a half-day schedule allows the department to operate efficiently. In all cases, FMLA will be taken in consecutive days. FMLA is tracked utilizing a rolling 12-month calendar process.

Lactation Accommodations

The board recognizes that it is important for mothers to have the option and ability to express milk in the workplace and that Kansas and federal law encourages this practice. Therefore, the board directs the superintendent to take measures to ensure district employees who are nursing mothers be provided with an adequate location for the expression of milk and reasonable break times for doing so for at least one year after the birth of the employee's child.

The superintendent or the superintendent's designee shall see that the district makes a reasonable effort to provide a place, other than a restroom, which is shielded from view, free from intrusion from coworkers and the public, and may be used by the employee to express milk during this timeframe.

Employees must give their supervisor notice of the need for lactation accommodations, preferably prior to return to work following the birth of the employee's child(ren), to allow supervisors the opportunity to establish a location and to attempt to work out scheduling issues. Employees utilizing these accommodations are also responsible for maintaining the designated area by wiping utilized surfaces with disinfectant wipes after each use so the area is clean for the next user.

No employee shall be discriminated against for expressing milk during the work day, and reasonable effort will be made by the employee's supervisor to provide flexibility in the employee's work schedule in consideration of the requirements of the staff member's responsibilities and the availability of staff members to cover those duties, as necessary.

Employees shall use usual break and meal periods for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time as negotiated with their supervisors. Federal law does not require the district to compensate non-exempt staff members for work time spent expressing milk.

District Early Retirement Incentive Pay

Licensed Teachers

Reference the Negotiated Agreement Article V: Early Retirement Incentive Pay

Administrators, KSDE Licensed School Counselors

KSDE licensed school administrators and school counselors are treated in accordance with Article V: Early Retirement Incentive Pay of the Negotiated Agreement.

Retiree Health Insurance Options

Licensed staff members who have decided to retire are eligible for continued health insurance through the Direct Bill option with the Kansas Department of Health and Environment (KDHE) or COBRA Health from the state. Retirees are responsible for the payment of all premiums relating to their continued health insurance plan. For additional information, contact the Business Manager or the Payroll Office.

Worker's Compensation

All employees are covered by Kansas Workers' Compensation. If an employee should sustain injury while on the job, he/she should notify the building principal, immediate supervisor or clerk of the board immediately, who in turn will notify the insurance carrier. The employee must be examined by the district workman's compensation doctor within 72 hours of the incident, to file a claim. If the doctor determines that you cannot return to work, you will need to provide the central office with a written statement from the doctor indicating the amount of time you will remain off your job, and your expected return date. If you need referral or surgery, it must be preauthorized by the workman compensation insurance carrier. The workman's compensation insurance is currently provided by First Dakota Indemnity Company and is administered by Risk Administration Services, Inc. The district will participate in workers' compensation as required by current state statute. The combined workers' compensation benefits and salary received under allowed sick leave or other available leave shall not exceed one full day's pay.

The Workers' Compensation Law clearly states that compensation is not payable if the injury was caused primarily by the intoxication of the employee or by the influence of any drugs, barbiturates, or other

stimulants not prescribed by a physician. Under the law, the employer may require the employee to submit to a test for the presence of any or all drugs or alcohol in his or her system. If the injured worker refuses to submit to a drug test, it shall be presumed in the absence of clear and convincing evidence to the contrary that the injury was caused primarily by the influence of drugs or alcohol. Recreational and social activities are not compensable unless such recreational or social activities are an expressly required incident of employment and produce a substantial direct benefit to the employer beyond improvement in employee health and morale that is common to all kinds of recreation and social life.

An injury suffered while going to or coming from work is not an injury arising out of and in the course of employment whether or not the employer provided transportation if such means of transportation was available for the exclusive personal use by the employee, unless the employee was engaged in a special errand or mission for the employer, or access to the vehicle was an integral element of the employment. An employee, who is injured while deviating from the course of his employment, including leaving the employer's premises, is generally not eligible for benefits unless such deviation is expressly approved by the employer. An employee who is injured during horseplay occurring in the course of the workday is not entitled to benefits unless the injured employee is an innocent victim not participating in the activity.

If an employee sustains injury while on the job, a log report of the incident will be filled out by the employee, if able, or the employee's supervisor within the "PublicWORKS" system of reporting.

Professional Development

Reference the Professional Development Handbook.

Evaluation Procedure

Reference the Negotiated Agreement Article XX: Teacher Evaluation and the Licensed Evaluation Handbook.

Grievance Procedure

Reference the Negotiated Agreement Article VII Grievance Procedure.

Staff Cell Phone Use

Staff members shall not use a cellular phone/paging device while on duty, including supervision or sponsoring of school activities, unless the staff member has been assigned a device by the administration for job-related use.

These personal devices are to be "off" or "silent without vibrating" while on duty. They may be used during lunch, scheduled breaks for classified staff, and during planning periods for certified staff, as long as their use does not interfere with job responsibilities or the education/business environment. They should not be used during planning time scheduled for team planning, parent conferences, etc. or used while walking down the hall or so as to interfere with education or business operations in classrooms, offices, etc.

All exceptions are to be in writing from the administrator, limited in duration and only, for the specific use for which the exceptions are being made. Most communication needs can be addressed through

available phones located in all classrooms and office areas, or through notification of office staff to forward necessary communications.

Volunteer firepersons, emergency personnel, personal/family medical emergencies, or allowing personal staff cell phone operation while on a field trip for necessary communications directly related to the function are examples of possible exceptions that could be specified in writing.

Negotiated Agreement

NEGOTIATED AGREEMENT 2025-2026

Unified School District No. 445, Montgomery County, Kansas

NEA-Coffeyville



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ARTICLE I
DEFINITIONS

A. ASSOCIATION: NEA-Coffeyville, affiliated with Kansas National Education Association and the National Education Association.

B. BARGAINING UNIT: All persons employed by the Board in a position that requires a certificate issued by the Kansas State Board of Education, but shall not include administrators, counselors, Parents as Teachers, or substitute teachers.

C. BOARD: The Board of Education of Unified School District No. 445, Montgomery County, Kansas.

D. BUILDING ADMINISTRATOR: All persons employed by the Board in positions requiring a building level administrative certificate.

E. DAYS: Working days.

F. DISTRICT: Unified School District No. 445, Montgomery County, Kansas. Also referred to as “USD #445”.

G. EMPLOYEE: May be used interchangeably with "teacher" but shall mean the same.

H. EMPLOYER: May be used interchangeably with "Board of Education, Unified School District No. 445, Montgomery County, Kansas" or “Board of Education, USD #445”, but shall mean the same.

I. INSTRUCTOR: May be used interchangeably with "teacher" but shall mean the same.

J. SENIORITY: The period of continuous service in the district.

K. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 445, Montgomery County, Kansas.

L. TEACHER: All members of the bargaining unit.

ARTICLE II
GENERAL PROVISIONS

A. Modification of Agreement

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.

B. Savings Clause

Nothing herein shall be construed to limit the statutory power and duty of the Board to make, amend, or execute decisions and policies that are necessary to operate and maintain the teaching program and schools and to otherwise carry out its lawful rights and responsibilities. Nothing herein shall be construed to limit the statutory power and duty of the Superintendent. Any portion of this agreement, which is contrary to law, shall be null and void, but the remainder of the agreement shall remain in full force and effect.

C. Reproduction of Agreement

The Board shall furnish five (5) copies of this agreement to the Association and also an electronic copy to all teachers.

ARTICLE III
SALARY COMPENSATION

A. New Teacher Initial Placement on Column

On the salary schedule, each vertical column shall represent an earned degree from an accredited institution of higher learning. An intermediate column between earned degrees should represent graduate semester hours earned after the last degree was conferred. To be eligible for an appropriate degree column the teacher must have earned the degree that column requires. Each teacher shall be eligible for and shall receive the highest salary to which his/her degree and graduate hours/PDC points entitle him/her to, as prescribed in Article III, Section C.

B. Placement on Step

Full credit shall be given for each year of teaching experience obtained in an accredited district. Experience shall be rounded to the nearest full year, with half-time experience rounding upward.

C. Movement to New Column

1. For a teacher to advance from one vertical column to another, he/she shall file an official transcript showing additional graduate hours or staff development points with the Central Office no later than July 31 of each school year and pay adjustments shall be retroactive to the beginning of the same school year, provided further that graduate semester hours used for movement from a degree column to an intermediate column must have been earned after the last degree was conferred. The Professional Development Committee (PDC) will verify staff development points at the request of the teacher.
2. In-service credits validated through participation in an approved Individual Development Plan shall also apply toward advancement from one column to the next on the salary schedule. Advancement from the BS+30 to the MS column is only available when a Masters Degree has been conferred. Such salary enhancement will be based upon the equivalency of twenty (20) in-service credits equal to one (1) graduate hour toward re-certification and movement on the salary schedule. Only in-service points earned following the date of conferring of the Masters Degree will be counted for advancement from one column to the next on the salary schedule.

D. Movement to New Step

Teachers will advance to the next higher step as additional continuous teaching experience within USD No. 445 is gained, until the maximum step within a given column is attained. Once a teacher acquires the hours necessary to move to the next column, the teacher will also advance to the next higher step unless the maximum step on that column is attained.

E. Career Increment

Teachers who are placed on the Career Increment step will receive the following increments:

1. One hundred two (102) percent of the B.S. + 30, Step 13 plus the last step increment in the column plus an additional $850.
2. One hundred three (103) percent of the M.S., Step 18 plus the last step increment in the column plus an additional $850.
3. One hundred four (104) percent of the M.S. + 15, Step 18 plus the last step increment in the column plus an additional $850.

4. One hundred five (105) percent of the MS + 30, Step 18 plus the last step increment in the column plus an additional $850.
5. One hundred six (106) percent of the M.S. + 45/EDS, Step 18 plus the last step increment in the column plus an additional $850.

F. Method of Payment

1. The teacher's salary shall be paid in twelve (12) equal monthly installments commencing on or before the fifteenth (15th) day of September and continuing on or before the fifteenth (15th) day of each month thereafter until paid in full. If the 15th falls on a weekend, then the payment shall be made on the preceding Friday. If the 15th falls on a regularly scheduled school holiday, then the payment shall be made on the preceding day. In the event that school is closed because of an inclement weather day(s), then payment will be made on the first day school is open following the inclement weather day(s), notwithstanding that those employees on direct deposit will have the funds electronically deposited on the appropriate payday.
2. Teachers new to the district will have the option to receive their first year's salary in thirteen (13) equal payments. The first payment will be made on the last Friday in the month of August. The subsequent twelve (12) payments will be made via direct deposit as per Article III, Section F, Item 1.
3. Upon written application, no later than April 1, a teacher may request July and August salaries in a lump sum payment. This lump sum payment can be paid only after completion of contractual obligations.

G. Prorated Salaries

1. If an instructor goes on leave of absence, returns, resigns, or is terminated for any cause before that instructor has served the full school year, the teacher's salary shall be adjusted to pay that portion of the year's contractual service determined by the number of contract days worked in relationship to the total number of contract days in the contract year.
2. Teachers on extended contracts for more than 180 days will be paid the appropriate salary plus an amount equal to the salary divided by 180 days times the number of additional days.
3. Teachers attending staff development, curriculum development or other professional

development activities outside the regular workday as defined elsewhere in this agreement, shall be both compensated at an hourly rate of $14.00 and accumulate PDC points; provided the district or building administration approve such attendance in advance for such teacher participation for compensation; and further provided that out-of-district attendance at conventions, conferences, seminars, or other meetings is specifically excluded from the compensation plan provided for herein. Staff development requests made by administration will result in staff development points and $14.00 per hour compensation. All other staff development activities will be for staff development points only. Staff development activities that take place during the school day are for points only.

H. Salary Schedule

The base salary for 2025-2026 will be $46,900

1. The salary schedule format follows.

COFFEYVILLE USD 445 2025-2026 SALARY SCHEDULE

Step	B.S. Bachelors Degree	B.S. + 15 /300 pts	B.S. + 30 /600 pts	M.S. Masters Degree	M.S. + 15 /300 pts	M.S. + 30 /600 pts	EDS M.S. + 45 /900 pts
0	46,900	47,650	49,750	50,950	52,150	53,350	54,550
1	47,250	48,000	50,400	52,450	53,650	54,850	56,050
2	47,600	48,350	51,050	52,850	54,050	55,250	56,450
3	47,950	48,700	51,700	53,250	54,450	55,650	56,850
4	48,300	49,050	52,350	53,650	54,850	56,050	57,250
5	48,650	49,400	53,000	54,050	55,250	56,450	57,650
6	49,000	49,750	53,650	56,150	57,350	58,550	59,750
7		50,100	54,300	56,650	57,850	59,050	60,250
8		50,450	54,950	57,150	58,350	59,550	60,750
9		50,800	55,600	57,650	58,850	60,050	61,250
10		51,150	56,250	58,150	59,350	60,550	61,750
11		51,500	56,900	58,800	60,000	61,200	62,400
12		51,850	57,550	59,300	60,500	61,700	62,900
13			58,250	59,800	61,000	62,200	63,400
14		**Career**	60,615	60,700	61,900	63,100	64,300
15				61,200	62,400	63,600	64,800
16				61,850	63,050	64,250	65,450
17				62,350	63,550	64,750	65,950
18				62,850	64,050	65,250	66,450
Career				66,086	67,962	69,863	71,787

Horizontal Salary Schedule movement may be achieved with college hours, professional development points or a combination of both.
Twenty (20) professional development points = one (1) college hour as stated in Article III.

Employees with a single medical/dental plan and a district paid $25,000 term life policy receive an additional $12,350 in defined benefits

Employees with a dependent medical/dental plan and a district paid $25,000 term life policy receive an additional $21,507 in defined benefits

COFFEYVILLE USD 445 2025-2026 SALARY SCHEDULE

Step	B.S. Bachelors Degree	B.S. + 15 /300 pts	B.S. + 30 /600 pts	M.S. Masters Degree	M.S. + 15 /300 pts	M.S. + 30 /600 pts	EDS M.S. + 45 /900 pts
0	0	750	2,850	4,050	5,250	6,450	7,650
1	350	1,100	3,500	5,550	6,750	7,950	9,150
2	700	1,450	4,150	5,950	7,150	8,350	9,550
3	1,050	1,800	4,800	6,350	7,550	8,750	9,950
4	1,400	2,150	5,450	6,750	7,950	9,150	10,350
5	1,750	2,500	6,100	7,150	8,350	9,550	10,750
6	2,100	2,850	6,750	9,250	10,450	11,650	12,850
7		3,200	7,400	9,750	10,950	12,150	13,350
8		3,550	8,050	10,250	11,450	12,650	13,850
9		3,900	8,700	10,750	11,950	13,150	14,350
10		4,250	9,350	11,250	12,450	13,650	14,850
11		4,600	10,000	11,900	13,100	14,300	15,500
12		3,200	7,400	9,750	10,950	12,150	13,350
13			10,650	12,400	13,600	14,800	16,000
14		**Career**	11,350	12,900	14,100	15,300	16,500
15				13,800	15,000	16,200	17,400
16				14,300	15,500	16,700	17,900
17				14,950	16,150	17,350	18,550
18				15,450	16,650	17,850	19,050
Career				15,950	17,150	18,350	19,550

ARTICLE IV

EXTRA DUTY/SUPPLEMENTAL COMPENSATION

A. Insurance

All extra duty and supplemental activities shall be covered by school liability insurance.

B. Extra Duty Assignments

1. The rate paid per hour worked for any additional extra duty activities shall be the same hourly rate of pay as a temporary classified employed.
2. Pay for these extra duty activities will be added to the regular monthly payroll checks following the completion of the month in which the hours were worked, provided all proper documentation has been received for payroll processing.

C. Signing Bonus

A signing bonus may be used to attract new quality teachers to the district.

1. The maximum individual signing bonus will be $2,000 in any one year
2. The accumulated total signing bonuses that may be given in any one year is $25,000.
3. Multi-year signing bonuses may be given to an employee up to a maximum of three years.
4. The signing bonus will be processed on a separate check on/about August 15th.
5. A signing bonus will only be paid out to a teacher in the year in which they are actually teaching.
6. Teachers receiving a signing bonus will agree to remain in the district for a period of two years.

D. Supplemental Salaries

1. Supplemental assignments will be classified into two types for compensation consideration: Athletics and Clubs/Activities.
2. The percentage factors specified in Section D of this Article shall be the percentages of the base salary of the teacher salary schedule.
3. Athletics will be compensated based on a Step/Tier system having three (3) steps, based on the years of coaching experience granted.
    a. Step/Tier placement is based on the following coaching experience:
        i. Step 1: coaching years 1-3
        ii. Step 2: coaching years 4-6
        iii. Step 3: coaching years 7 or more

b. Criteria for placement include:

i. A teacher (part of the Bargaining Unit) moving from/to a middle or high school level will have their years of consecutive coaching experience honored for placement on the supplemental schedule.

ii. Coaching experience granted for placement must be consecutive in the same coaching position.

iii. A break in the consecutive coaching experiences will reset a coach's placement on the supplemental schedule.

iv. A coach in an assistant coaching position moving into the head coaching position for the same sport shall have their years as an assistant coach included for placement on the supplemental schedule.

4. Clubs/Activities shall be compensated by category level with a corresponding index percentage set for the individual club/activity.

Section D **ATHLETIC SUPPLEMENTAL SALARIES**

Supplemental Salary Base $46,900 **2025-2026**

Category	Salary-Step 1	Salary-Step 2	Salary-Step 3	Athletic Supplemental Position
1	235	1,173	2,580	-
	0.5%	2.5%	5.5%	-
2	704	1,642	3,049	Middle School Asst. Golf
	1.5%	3.5%	6.5%	Senior High Asst. Tennis
3	704	2,111	3,518	-
	1.5%	4.5%	7.5%	-
4	1,407	2,345	3,752	Middle School Cheer
	3.0%	5.0%	8.0%	Senior High Dance
				Senior High Asst. Cheer
5	1,642	3,049	4,456	Middle School Ass. Track
	3.5%	6.5%	9.5%	Middle School Asst. Basketball
				Middle School Asst. Football
				Middle School Asst. Volleyball
				Middle School Asst. Wrestling
				Senior High Cheer
6	1,876	3,283	4,690	Middle School Golf
	4.0%	7.0%	10.0%	Senior High Asst. Baseball
				Senior High Asst. Soccer
				Senior High Asst. Softball
				Senior High Asst. Swimming
				Senior High Asst. Track
				Senior High Asst. Volleyball
				Senior High Golf
				Senior High Tennis
7	3,049	4,456	5,863	Middle School Basketball
	6.5%	9.5%	12.5%	Middle School Football
				Middle School Track
				Middle School Volleyball
				Middle School Wrestling
				Senior High Asst. Basketball
				Senior High Asst. Football
				Senior High Asst. Wrestling
				Senior High Cross Country
8	3,752	5,159	6,566	-
	8.0%	11.0%	14.0%	-

Section D Continued **ATHLETIC SUPPLEMENTAL SALARIES**
Supplemental Salary Base $46,900 **2025-2026**

Category	Salary-Step 1	Salary-Step 2	Salary-Step 3	Athletic Supplemental Position
9	4,456 9.5%	5,863 12.5%	7,270 15.5%	Senior High Baseball Senior High Soccer Senior High Softball Senior High Swim Senior High Track Senior High Volleyball
10	5,863 12.5%	7,270 15.5%	8,677 18.5%	Senior High Basketball Senior High Football Senior High Wrestling

Section D Continued **CLUB/ACTIVITY SUPPLEMENTAL SALARIES**
Supplemental Salary Base $46,900 **2025-2026**

Category	Index	Salary	Club/Activity Supplemental Position
1	2.5%	1,173	Middle School STUCO Senior High Art Club Senior High German/French Club Senior High Musical Assistant Senior High National Honor Society Senior High Spanish Club
2	3.5%	1,642	Middle School Chess Club Middle School Journalism Senior High FBLA Senior High FFA Senior High HOSA Senior High Interact Club Senior High Key Club Senior High Prom Senior High Scholar's Bowl Senior High SkillsUSA Senior High Thespians
3	4.5%	2,111	Middle School AD (Fall, Winter, Spring) Senior High FCCLA Senior High STUCO
4	5.0%	2,345	Senior High Conditioning
5	6.5%	3,049	Senior High Asst. Debate Senior High Asst. Forensics

Section D Continued **CLUB/ACTIVITY SUPPLEMENTAL SALARIES**
Supplemental Salary Base $46,900 **2025-2026**

Category	Index	Salary	Club/Activity Supplemental Position
6	7.0%	3,283	-
7	9.5%	4,456	Senior High Newspaper Senior High Theater Senior High Yearbook
8	11.0%	5,159	Senior High Debate Senior High Forensics Senior High Instrumental Music Senior High Vocal Music
9	12.5%	5,863	-
10	15.5%	7,270	-

Educational Leadership Supplemental Contracts are established to address additional time required by staff, outside of the regular school day, to accomplish specific assigned academic and leadership tasks. These assignments may or may not be filled annually. They may be special projects that end when completed. The other negotiated list of supplemental contracts remain identified with specific amounts and titles, as negotiated. These Educational Leadership Supplemental contracts have specific expectations outlined in each contract and may have varying titles, but with compensation amounts set by levels for expected work outside the school day. These contracts include substantial time commitments and products, beyond the typical before and after school committee work.

Educational Leadership Supplemental A: The job title, specific tasks and expected products for completion, and a general description of the time element for completion are outlined in the specific contract for the staff member.
These tasks will generally be expected to require approximately 40 hours outside of the regular school day and normal committee work and will be compensated at a rate of $560.00. The contract is issued for one school year only, and may or may not be re-offered.

Educational Leadership Supplemental B: The job title, specific tasks and expected products for completion, and a general description of the time element for completion are outlined in the specific contract for the staff member.
These tasks will generally be expected to require approximately 80 hours outside of the regular school day and normal committee work and will be compensated at a rate of $1,120.00. The contract is issued for one school year only, and may or may not be re-offered.

Educational Leadership Supplemental C: The job title, specific tasks and expected products for completion, and a general description of the time element for completion are outlined in the specific contract for the staff member.
These tasks will generally be expected to require approximately 160 hours outside of the regular school day and normal committee work and will be compensated at a rate of $2,240.00. The contract is issued for one school year only, and may or may not be re-offered.

Building Support Technician: $500 per year. Acts as the liaison between the information technology department and his/her building, providing hardware and software support, including troubleshooting, program installation, and network connectivity issues. Facilitates developing and updating the building technology plan.

ARTICLE V
EARLY RETIREMENT INCENTIVE PAY

A. Introduction.

The school district offers an early retirement benefit to assist employees in bridging the gap between their retirement and receipt of normal Social Security benefits. Employees of the school district who may find it necessary or desirable to retire from employment with the district prior to normal retirement age may elect to take early retirement under the terms and conditions set forth in this Article. The election to take early retirement is entirely voluntary and solely at the discretion of an eligible employee. Nothing in this Article shall require an employee to retire at a specified time or prevent an employee having not met the criteria for an early retirement benefit hereunder from retiring.

B. Eligibility.

An employee is eligible for early retirement benefits under this Article if such employee:

1. Is a full-time employee of the school district covered by this agreement as of the date of application for early retirement;
2. Not later than the date immediately preceding the employee's early retirement, (A) is at least 58 years of age or meets the criteria for retirement based on 85 points under the Kansas Public Employees Retirement System ("KPERS"), and (B) in accordance with the school district's intent that this arrangement serve as a Social Security bridge, is not older than the employee's normal Social Security retirement age;
3. Has at least 10 years of service in the school district; and
4. Has at least 20 years of service credit recognized by KPERS.

C. Early Retirement Benefit.

An employee who is eligible for early retirement under this Article and who retires early hereunder will receive a benefit from the school up to a maximum of 120% of the employee's base salary, including extended contracts (the "Maximum Total Benefit"). The retiree's benefit will be based on the employee's base salary for the contract year in which the employee retires hereunder.

1. An employee who retires under this Article will receive a monthly benefit equal to (1) the employee's Maximum Total Benefit divided by the difference between the year the employee reaches his or her normal Social Security retirement age and the year the employee first satisfies the conditions of Article V, Section B, (2) divided by

12. The school district will pay the employee his or her benefit on or about the 15th day of each month beginning with the month immediately following the employee's retirement hereunder and ending with the month the employee dies or the month prior to the month the employee attains his or her normal Social Security retirement age, whichever occurs earliest.

2. Notwithstanding the foregoing, in no event will the monthly benefit of any participant exceed 1.25% of the participant's base salary for the contract year in which the employee is first eligible for early retirement benefits hereunder. Further notwithstanding the foregoing, in no event will the monthly benefit of any participant exceed the monthly amount which the participant would be entitled as a full Social Security benefit under the Social Security Act.

D. Additional Terms and Conditions.

1. An employee desiring early retirement must complete such application and provide such information to the school district as the school district may require to carryout the benefit hereunder. An employee must submit his or her application to the Superintendent of the school district or the Superintendent's designee no later than the April 1 immediately preceding the employee's anticipated early retirement date. An employee must also provide the school district such information as the school district may reasonably require to ensure the early retirement program operates as a Social Security supplement, including, but not limited to such information as the school district may need to determine an employee's Social Security benefit.

2. An employee taking early retirement is eligible to continue participation with the state health care plan by direct contract with the state health care plan, subject to its rules and regulations.

E. 403(b) Planning Committee

1. During the 2025-2026 school year, a 403(b) Planning Committee will be formed to research various options available for a potential replacement of the current Early Retirement Incentive Pay plan. The committee will then make presentations and recommendations to the Board of Education and the bargaining unit. The committee shall consist of 3 members selected by NEA-Coffeyville, 3 members selected by the Board of Education.

ARTICLE VI
DISCIPLINARY ACTIONS

A. General Provisions

1. The Association recognizes the right of the Board to discipline its teachers.
2. No teacher will be disciplined without good cause.
3. Progressive discipline will be used.
4. Teachers are entitled to bring a representative of their choice to any discipline meeting.
5. No disciplinary action is to be taken in front of students, parents, and/or co-workers.
6. Appropriate and objective investigation will occur prior to any discipline.

B. Any complaints regarding a teacher reflecting concern about his/her performance in or out of the classroom made by any parent, student, or other person that is deemed serious enough to be reduced to writing and either placed in the teacher's file and/or used in an evaluation, reprimand, or any other action, shall be promptly called to the teacher's attention and the teacher shall receive a copy of said complaint.

C. It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and are to be taken by administrators in situations of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

1. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements may be taken by administrators on their own initiative. Written statements included in this category may be included in a teacher's personnel file.
2. Formal: Formal disciplinary actions, such as plans of assistance, written reprimands or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. Within a 10-day period following the administrator's awareness of a teacher's actions that warrant formal discipline, one of the following actions may be taken:
    a. The administrator will hold a conference with the teacher. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. The teacher will be provided with a copy of the signed

notes. A copy will be included in the teacher's personnel file.

b. The administrator will hold a conference with the teacher and inform the teacher of the proposed discipline. If a letter of reprimand is included, the teacher shall have ten (10) days from receipt of the administrator's formal letter of reprimand to file a written response.

c. The Superintendent may suspend the teacher with pay.

d. The Superintendent may recommend suspension without pay, nonrenewal or termination of the teacher to the Board and suspend the teacher with pay until such time as the Board acts upon the recommendation. If the Board takes action to nonrenew or terminate, the teacher will be informed of due process rights according to Kansas Law.

e. The teacher may grieve a failure to follow these procedures; however, the discipline imposed shall not be subject to grievance.

ARTICLE VII
FAIR DISMISSAL

A. 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.

B. For the first three years of professional employment with the district, teachers are considered probationary and may be nonrenewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.

1. Teachers hired after July 1, 2016, who are on a plan of improvement during their third year of professional employment, may be given a fourth (4th) year of probationary status if mutually agreed on between the Superintendent or his/her designee and the local union President or his/her designee.

2. If a teacher, who is on a plan of improvement, is given a fourth (4th) year of probationary status, the probationary teacher shall have two separate evaluations during the fourth (4th) year to evaluate the teacher's progress on the improvement plan.

C. Starting in year four of teaching with the district, teachers shall have earned nonprobationary status. For teachers given a fourth (4th) year of probationary status,

starting in year five of teaching with the district, the teacher shall have earned nonprobationary status. At its discretion, the Board may formally grant nonprobationary status to any teacher earlier.

D. Nonprobationary teachers may be nonrenewed for just cause, including ineffective performance, provided the procedural process is closely observed. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed nonrenewal is to be based on ineffective performance, the district evaluation procedure shall be followed. The nonprobationary 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.

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

F. If the nonprobationary teacher is nonrenewed, he/she shall be notified prior to the statutory continuing contract date. If the nonprobationary teacher is nonrenewed, or terminated, the notification shall include the reasons for the nonrenewal, or termination. The nonrenewed or terminated teacher will have fourteen calendar days from the postmark/witnessed hand-delivery of the letter to file a written request with the Board clerk for a hearing.

G. 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.

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

I. 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.

J. If the teacher prevails, he/she is reinstated in full. If the Board prevails, the nonrenewal or termination is final. The decision is binding on both parties provided that either party may appeal a decision it believes arbitrary or capricious.

K. 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.

SUNSET PROVISION – This provision shall be in effect for the 2025-2026 school year and will not be included in subsequent agreements unless expressly agreed to.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. If agreement is reached between the two parties at any level of the grievance procedure, it shall be binding but shall not set a precedent in any other grievance proceeding.

A "grievance" is any alleged violation of this negotiated agreement.

In matters solely affecting the individual instructor, the Association shall not file a grievance without consent of said instructor.

An "aggrieved party" is the instructor, group of instructors, or the Association who submits a grievance.

At each level, both parties may conduct hearings and investigations, and both parties agree to make available all pertinent information not privileged under law, which is relevant to the issues raised by the grievance.

B. Procedure

1. Level One

A grievance may be discussed informally with the teacher's supervisor or building principal.

2. Level Two

Should the informal process fail to satisfy the instructor, then the grievance shall be presented in writing to his/her building administrator, who will arrange a meeting within five (5) working days after receipt of the grievance. The administrator will provide the aggrieved with a written report within five (5) working days after the meeting.

3. Level Three

If the aggrieved party is not satisfied with the written response of the administrator, such aggrieved party shall submit a copy of the grievance to the Superintendent

within five (5) working days. The Superintendent or his/her designated representative shall upon request confer with the aggrieved party a written statement his/her judgment with respect to it, not later than ten (10) days after it is received by him/her.

4. Level Four

In the event the aggrieved party is not satisfied with the disposition of the grievance at Level Three, the grievance shall be filed in writing to the Clerk of the Board of Education within ten (10) working days. Within ten (10) working days after receiving the written grievance, the Board's grievance committee shall meet with the aggrieved party for the purpose of resolving the grievance. The Board committee shall render a written decision within twenty (20) working days from the time the grievance is filed in writing with the Clerk.

C. General Rules

1. Neither the Board nor the Association shall take reprisals affecting the employment status of any teacher by reason of such participation.
2. All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
3. An effort shall be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in any phase of the grievance procedure.
4. A supply of grievance forms will be available in the central office of all schools.
5. A teacher may be represented at all stages of the grievance procedure by himself/herself, an Association representative, and/or legal counsel.
6. Failure of the aggrieved party to comply with time limits shall be deemed a waiver of the grievance.
7. Failure of the Board of Education or its representatives to comply with the time limits shall be considered a denial of the grievance and the aggrieved party may appeal to the next higher level. Nothing contained in this grievance procedure shall deprive teachers or the Board of Education or its representatives of any legal rights otherwise established by Kansas law.

D. Grievance Form (See following page)

Employee's Grievance Form

Prepare in Triplicate

1 Copy to Central Office

1 Copy to person to whom complaint is directed

1 Copy retained by complainant

The definition of Grievance as contained in the Agreement is stated as follows:

> A "grievance" is any alleged violation of this negotiated agreement.

It will be expected that most problems perceived by members of the bargaining unit will be presented to their supervisor or building principals (according to procedure described at Level One), where these complaints may be heard and quickly resolved in an equitable manner to all concerned. However, in the event that an employee is not satisfied with the resolution of his/her complaint at the informal Level One, he/she may pursue the formal procedure outlined in the Agreement relating to the Grievance Procedure.

Description of Grievance

1. Name of grievant_____
2. Date grievance occurred _____
3. Date grievance filed _____
4. Building_____
5. Section, Paragraph and Page upon which grievance is based_____

   _____
6. Person or persons against whom the complaint is made_____

   _____
7. Statement of grievance _____

   _____

   _____
8. Basis for grievance _____

   _____

   _____

   _____
9. Relief sought _____

   _____

   _____

ARTICLE IX
FRINGE BENEFITS

A. Admission to School Functions

The Board will provide all teachers with an ID card that will admit the teacher and his/her immediate family [spouse and children up to and including twelfth (12th) grade] to all school functions without charge.

B. Health and Medical Insurance

The Board of Education will provide employees with the required state contribution to a single or dependent health and medical insurance plan in the State of Kansas Employee Health Care Plan currently in effect January 1, 2024 through December 31, 2026. Employees may elect to opt out of participation in this plan provided that the employee submits proof that the employee is covered by his/her spouse's valid group plan. The opt out election shall be permitted each October providing that the percentage of employees electing the opt out provision does not exceed 20% of the eligible employees.

C. Part-time Teachers

Fringe benefits listed in Section C will be provided part-time teachers on a prorated basis.

D. Salary Reduction Plan

Each teacher may participate in a salary reduction plan under §125 of the IRS Code of 1954 as amended. The plan shall be adopted by the parties and adopted by reference herein.

E. Health Insurance and 125 Plan Committee

The Association will appoint members to a standing insurance and 125 plan committee who will meet as needed to study and monitor the district's health insurance plan, carriers, usage and coverage and report to the bargaining teams. In addition, the committee will, as needed, review the vendors and plan options as well as the plan administrator of the district's 125 plan. Recommendations for changes in the 125 plan will be made to the Board of Education. The committee shall consist of six members selected by NEA-Coffeyville, one central office administrator/board member or their designee, one building administrator, and three non-licensed (classified) employees.

ARTICLE X
TEMPORARY PAID LEAVES

A. Sick Leave

1. Sick leave is defined as days of absence from duty because of personal or immediate family sickness or injury and for which no deduction is made in regular monthly or annual compensation of the teacher as long as the instructor has accumulated sick leave credits remaining.
2. Sick leave shall cover absences for the teacher's own illness or for death or illness in the immediate family of the teacher. The term immediate family shall be understood to include only spouse, brothers, sisters, sons, daughters, grandparents, grandchildren, father, and mother of the teacher and his/her spouse. Sick leave shall also cover absences to attend funerals of friends.
3. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate up to a maximum of eighty (80) days. If a teacher is on an extended contract, he/she shall be entitled to one (1) day of leave for each month beyond the normal contract. If at the end of a school year a teacher has accumulated an excess of seventy (70) sick leave days, the teacher will be paid $50.00 per day for every day over seventy (70). Additionally, upon retirement, a teacher will be paid $25.00 per day for each day of unused sick leave, up to a maximum of seventy (70) days, providing that he/she has accumulated at least fifteen (15) continuous years of service with USD 445. The teacher may use all or any portion of his/her leave for reasons described in the previous paragraph.
4. When absent for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from accumulated sick leave days. Absences of one-half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day, but more than one-half (1/2) day shall be chargeable as one (1) day.
5. Teachers who have exhausted all available sick days and who continue to miss scheduled contract days, will immediately have any available discretionary days charged for the absence.
6. Termination of employment shall automatically void all accumulated days of sick leave except as outlined in the next subsection.

7. Extended Sick Leave Bank:

a. The Extended Sick Leave Bank is a mandatory program for all teachers. The purpose of the bank is to protect teachers from the loss of earnings due to an extended absence as defined in Article X, Section A, Item 1. Teachers new to the district will have the day subtracted from his/her accumulated sick leave.

b. Extended Sick Leave Committee:

The Sick Leave Committee shall be comprised of a minimum of four (4) members, three (3) members appointed by the President of the Association, and the Superintendent or his/her designee as a nonvoting member. The committee shall have sole authority to grant or deny extended sick leave and to rebuild the bank.

c. Application for Extended Sick Leave:

All accumulated sick leave must be exhausted before extended sick leave can be granted, and the participating member must incur three (3) consecutive days without pay prior to days being granted to the participating member from the extended sick leave bank. Upon written request, the deduction of the three (3) days pay may be spread over multiple pay periods. All deductions need to be paid in full by the contract's final pay period.

Any participating member may request leave by making application through the Board Clerk. The Board Clerk shall refer the request to the committee for approval. In the event the applicant is unable to make the request, the committee may act on its own initiative. Upon request of the committee, the applicant shall provide necessary information from medical authorities and/or the Board of Education. A report of the committee's decision shall be sent to the applicant, the Association, and the Board.

All initial requests approved by the committee will be given, up to ten full days, in full-day increments. Any unused bank days will be returned to the bank at the end of the school term.

When a member becomes eligible for long-term KPERS disability or Social Security disability (180 days), the member is no longer eligible for extended sick leave bank days.

d. Maximum Extended Sick Leave Bank and Compensation benefits

Teachers who are granted days from the sick leave bank will have a maximum of

twenty-five (25) days given in full-day increments at any one time. Additional days may be granted by the bank after a review of currently granted days is completed. When a teacher has been on sick leave for 180 consecutive days, then the teacher is considered eligible for KPERS Long Term Disability and will no longer receive days from the extended sick leave bank. The teacher is encouraged to apply for KPERS Long Term Disability and Social Security Disability Benefits before the conclusion of the 180 days on sick leave. Following the 180-day sick leave, the teacher will be terminated and immediately placed on the Reduction in Staff (RIS) recall list for a two-year (730 days) period. A teacher who fails to accept recall to a position for which he/she is qualified, due to continued disability, will not be removed from the recall list during this initial two-year period.

Should the disability extend beyond this initial two-year period, the teacher may petition the Board of Education for an extension for inclusion on the recall list. Such extension will be for a 12-month period, plus any time necessary to align the extension to the end of the district's fiscal year. Future extensions, if granted, will be for a one-year period. The teacher granted the extension will be placed on the recall list following any staff already on the list. All requirements of Article XIX, Section E apply to these teachers receiving extensions; including permanent removal from the recall list if the teacher fails to accept recall to a position for which he/she is qualified.

e. <u>Rebuilding the Sick Leave Bank:</u>

Prior to the year's end, the committee shall assess the need for rebuilding the bank for the ensuing year. In the event the bank has accumulated two hundred (200) or more days, only new participants will be required to give one (1) day to the bank. Under no condition should the bank accumulate to more than five hundred (500) days. Upon the committee's approval of the plan, copies of the plan shall be filed by the Association President with the Association and the Board of Education. In the event the need arises to rebuild the bank during the school year, the committee shall meet and determine the method for rebuilding the reserve. Upon committee approval, the plan shall be filed as previously stated.

Persons leaving the district or retiring may contribute some or all of their

accumulated sick leave to the bank.

f. Extended Sick Leave Committee Form (See following page)

EXTENDED SICK LEAVE COMMITTEE

Article IX, Temporary Paid Leaves, A. Sick Leave.

Item 5. Extended Sick Leave Bank:

§b. Extended Sick Leave Committee:

The Sick Leave Committee shall be comprised of a minimum of (3) members appointed by the President of the Association and the Superintendent or his/her designee as a nonvoting member. The committee shall have sole authority to grant or deny extended sick leave and to rebuild the bank.

§c. Paragraphs three (3) and four (4):

A report of the committee's decision shall be sent to the applicant, the Association, and the Board.

All requests granted by the committee shall be reviewed after twenty (20) contract days. The initial grant shall not exceed twenty (20) contract days. Any unused bank days will be returned to the bank at the end of the school term.

The NEA-Coffeyville Extended Sick Leave Committee met on _____,

at_____.

Purpose of the meeting, to review application for extended sick leave from:

_____

_____

_____The NEA-Coffeyville Extended Sick Leave Committee granted _____ full-days to the above-named applicant. Those days in excess of the applicant's needs will be adjusted and only those days needed by the applicant will be deducted from the extended sick leave bank.

_____The NEA-Coffeyville Extended Sick Leave Committee denied the request of the above-named applicant.

NEA-Coffeyville Extended Sick Leave Committee members:

_____

_____

_____

_____

NEA-Coffeyville President

1 copy to Applicant
1 copy to Association
1 copy to Board

SICK LEAVE BANK

As per the Negotiated Agreement, which states:

Article IX, Temporary Paid Leaves, A. Sick Leave.

Item 5. Extended Sick Leave Bank:

§d. Paragraph three (3):

> Persons leaving the district or retiring may contribute some or all of their accumulated sick leave to the bank.

Upon my resignation/retirement date of _____, I hereby donate my accumulated sick leave to the Extended Sick Leave Bank.

Number of days: _____

_____
Signature

_____
Date

B. Discretionary Leave

1. Each licensed member of the bargaining unit will be granted three (3) discretionary days with pay per contract year. The three (3) days shall be used at the discretion of each member.
2. The member shall file a request for discretionary leave with the principal or immediate supervisor at least 48 hours in advance. In the event of an emergency, the 48-hour time period may be waived by the principal or immediate supervisor.
3. Experienced professional employees may trade accrued sick leave days for additional discretionary leave days:
   a. Days will be traded on a 1:1 basis.
   b. Professional employees who have completed five (5) full years of experience in USD #445 may trade up to two (2) sick leave days per year.
   c. Professional employees who have completed ten (10) full years of experience in USD #445 may trade up to three (3) sick leave days per year.
   d. Professional employees who have completed twenty (20) full years of experience in USD #445 may trade up to four (4) sick leave days per year.
4. Discretionary leave shall be granted unless the teacher's absence at school on the day sought for such leave is essential to the efficient operation of the school.
5. Teachers will be compensated for unused discretionary leave at the rate of $120 per day (total of $360 if no discretionary leave days are used). Partial days will be pro-rated. Traded sick leave days are not subject to this provision. Payment will be included in the June paycheck.

   SUNSET PROVISION: The $120 compensation rate replacing the $75 rate will be in effect for the 2025-2026 school year and will not be included in subsequent agreements unless expressly agreed to.

C. Bereavement Leave

USD #445 allows up to three (3) days in a contract year of bereavement leave for the death of a spouse, child or parent. Such qualifying bereavement leave would not count against an employee's leave balances. For the death of a family member or friend outside of these parameters, refer to Article X, Section A, Item 2.

D. Maternity Leave

Maternity and maternity-related illnesses shall be treated as any other illness under the sick leave policy available in connection with employment.

E. Court or Jury Duty Leave

District employees called for jury duty or to answer a court subpoena shall be granted leave with pay. Said employee shall forward any compensation, less expenses, for such duty to the district.

F. Professional Leave

1. Instructors may be permitted, upon approval of the Superintendent, to attend meetings or conferences which will enhance the teacher's classroom performance, benefit the district, and/or promote the profession.
2. If the Superintendent approves such leave, the Board shall pay the substitute and may allow expenses.
3. A teacher requesting professional leave shall be notified in writing whether or not such leave is granted and whether or not expenses will be allowed.

ARTICLE XI
EXTENDED LEAVE

A. Applications for extended leave shall be made on forms provided by the Central Office.

B. Subject to the approval of the Board, instructors may be entitled to extended leave for the following:

1. Study
2. Foreign Teaching
3. Exchange Teaching
4. Health
5. Military Service
6. Serving in, or campaigning for, a public office
7. Other leaves authorized by the Board.

C. Extended leave shall normally be for up to one year but may be lengthened under the same provisions which applied to the first year of extended leave. Such leave shall not be considered a termination of employment.

D. General Provisions

1. The teacher will receive full credit for teaching experience while on such a leave for:
   a. Study when enrolled for the period in at least the equivalent of a minimum full load of course requirements in an academic institution
   b. Military service (the five-year requirement is not required if the teacher is drafted

into active service)

c. Professionally related employment.

d. Foreign teaching or exchange teaching

e. Serving as an elected public official.

2. The teacher will receive no salary from the district when on extended leave.

3. The teacher will receive no credit for teaching experience while on extended leave for reasons of health or adoption.

4. The teacher 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.

5. The teacher will be reassigned in a regular position which is at least comparable, exclusive of supplemental assignments, to the one which was held when the extended leave began.

E. If the date of return from such leave is other than the beginning of the school year, the effective date of return shall be subject to a vacancy for which the teacher on extended leave is qualified.

F. If the date of return from extended leave is the beginning of the school year, the assignment shall be assured, provided the teacher notifies the administration on or before April 10 of his/her intention to return.

EXTENDED LEAVE FORM

School Year: _____

Name: _____ Subject/Grade/Position:_____

Date of Application: _____ School: _____

Date Leave Becomes Effective: _____Date of Return to Assignment: _____

Reason for Leave (Explain):

I am aware of the provisions for the leave and have read Article XI in the Negotiated Agreement entitled "Extended Leave."

_____
Signature of Employee

_____
Date

Date Leave Approved or Denied:

_____
Date

_____
Superintendent

ARTICLE XII
PAYROLL DEDUCTIONS

Whenever duly authorized by any teacher on a form or forms provided for such purpose, if within the realm of regulations set forth herein, payroll deductions will be made and paid in accordance with such authorization for any or all of the following purposes:

A. Group insurance policies excluding life insurance unless included in the group insurance with a minimum of thirty (30) requests.

B. Association dues under the following conditions:

1. Any teacher who desires to authorize such monthly deduction shall sign a written authorization indicating the amount of each monthly deduction.
2. The authorization may be canceled at any time by giving the district written notice on the first of the month they want to cancel.
3. The Board shall transmit to the Association the total monthly deductions for the professional dues following each regular pay period with a listing of the teachers for whom the deductions were made.
4. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of any action taken by the Board for the purpose of complying with this Article.

ARTICLE XIII
PROFESSIONAL DAY

A. Teachers shall indicate their arrival via a checkout system located in the main building. Teachers will be on duty for the 6 hour 40 minute instructional day from the start of the student day until the end of the student day, excluding a duty free lunch.

B. Professional day start and ending times:

1. ELC teachers will be on duty from 7:45 am until 3:50 pm.
2. CES teachers will be on duty from 7:45 am until 3:40 pm.
3. RMS and FKHS teachers will be on duty from 7:40 am until 3:20 pm.

C. Administration has the option to schedule up to one hour of meetings per week under the

following guidelines

1. No meeting will be scheduled more than thirty minutes before the start of the student day. Longer meetings will need to be scheduled after the end of the student day.
2. Meetings called by the building/district administration required for all staff-faculty in the building or grade level in the district (faculty meetings, grade level/department meetings, curriculum/technology training).

   Administration is encouraged to focus these meetings on discussion, decision-making and training.

   Most administrative procedural matters are expected to be handled through memorandums, email, committee representatives, etc.

   Staff is expected to read, comply, and/or ask questions about these procedural matters to insure efficient operations and avoid the need to waste all-staff meetings on merely procedural matters.
3. The administration should discuss possible meetings, their purpose, and scheduled dates/times with the Building Steering Committee before announcing the scheduled meetings.

   The schedule of these meetings should be announced at least one week in advance, to allow staff time to arrange to attend. Exceptions should be justified and rare.

   Extracurricular schedules, other than established competitions, are to be re-arranged to accommodate staff attendance at these meetings.
4. District Committees (District Steering Committee, Professional Development Council, etc.) are not considered in this category, as they involve only selected staff members. They remain eligible for staff development points or pay.

D. Lunch will be 30 minutes duty free grades 7-12 and 40 minutes duty free grades PK-6, with five additional minutes for teachers to supervise students to and from lunch. If the Pre-K classes are required to serve lunch family-style, then those teachers shall eat with the students and supervise them during lunch. Either adequate release time will be scheduled to compensate those teachers for this extra duty or the teachers shall be paid $5.25 a day.

E. Each quarter, building administrators shall solicit volunteers to supervise the students during lunch. Teachers who volunteer shall be paid $5.25 per day, payable in the month following the month in which the lunch period was worked given all documentation is received by payroll processing, and may have a gratis cafeteria lunch. Volunteer teachers waive their right to a duty free lunch, with elementary teachers allowed 20 minutes to eat.

F. The teacher will be present during those hours school is in session and take the necessary time for:

1. Complete and adequate preparation to carry out his/her responsibility to the pupils and for necessary administrative work related to his assignment.
2. Individual and group staff conferences between instructors and administrators at the discretion of the building administrator.
3. Student and parent conferences as needed.
4. Planning, curriculum development, and staff development work as deemed necessary for program improvement.

G. If instructors need to be absent from school during the planning period due to instructor responsibilities, the teacher shall sign in and out on a form in the building office stating what the responsibility is and where he/she may be reached.

H. If instructors need to be absent from school any time school is in session for personal reasons, they must have permission from the building administrator or if that administrator is absent, from another administrator.

I. No teacher will be required to accept all or any part of another instructor's class. Playground duty (elementary only), bus loading and unloading are considered a part of the instructor's responsibility. Such assignments shall be equitably assigned to all instructors within a given attendance center. Lunchroom supervision is not considered a part of elementary or secondary instructors' responsibility.

J. Teachers are encouraged to demonstrate their interests in their students and their school by attending/participating in other student/school activities and meetings. All teachers will attend their school's Open House/Meet the Teacher's Night. PK-6 teachers will also attend at least one school program involving their students. PK teachers shall participate in home visits as required by federal guidelines. RMS and FKHS teachers will also attend promotion/commencement ceremonies. In situations of serious conflict, the

building principal may approve an alternate activity.

ARTICLE XIV
PLANNING PERIODS

A. Planning periods will be used in a manner which best benefits students and the teacher in the performance of his/her duties. Therefore, the planning period is a part of the school day and shall be spent in planning, counseling students, conferences with parents, preparation of work for school, or in other activities directly related to the improvement of instruction.

B. Secondary teachers will be granted not less than the equivalent of one class period daily for purposes of preparation. Such time shall be free of all other activities or assignments.

C. Elementary teachers will be granted at least forty (40) continuous minutes daily and at least 220 minutes weekly for the purposes of preparation. Such time shall be free of all other activities or assignments.

ARTICLE XV
CONTRACT YEAR

A. The basic contract days for instructors, exclusive of supplemental and extended-time contracts, shall be 180 total contract days consisting of 169.5 Teacher-Student Contact days, 2 Parent/Teacher Conference days, with the remaining 8.5 days consisting of teacher workdays and staff development days.

B. Calendar Committee

1. The calendar committee will consist of four (4) members from NEA-Coffeyville (one (1) member from each school) and four (4) members from the district and will have the authority to determine future calendars as outlined in Section A, parameters in Section C and preferences in Section D of Article XV.
2. In the event the calendar committee is equally divided, the final calendar decision will be made by the Board of Education USD #445.

C. Calendar Parameters

The following parameters will be utilized by the Calendar Committee to establish each subsequent year's calendar two years forward, to maintain a two (2) year calendar cycle

to be presented to the Board of Education USD #445 for approval at their April Board Meeting.

1. Holidays: (School Not in Session)
   Labor Day, Thanksgiving and the following Friday, Christmas and New Year's, Martin Luther King, Jr. Day, Good Friday and Memorial Day.
2. Parent/Teacher Conferences for grade levels will follow the approved school calendar utilizing the following general schedule:

Fall	Spring	Time
Monday Evening PK-12	Monday Evening PK-12	4-7:30 p.m.
Tuesday Evening 7-12	Tuesday Evening PK-6	4-7:00 p.m.
Wednesday Evening PK-6	Wednesday Evening 7-12	4-7:00 p.m.

3. Spring Break will be a minimum of five days, which may include Good Friday.
4. All school days canceled due to inclement weather may be made up at the discretion of the Board of Education by either adding minutes to the school day and/or by adding days at the end of the school year. The superintendent will, when possible, seek input from NEA-Coffeyville before a final decision is made.
5. The Calendar Committee has the authority of converting days to minutes if deemed necessary.

D. Preferences

The following preferences will be utilized by the Calendar Committee as a guide in creating the school calendar for subsequent years.

1. Two and a half (2.5) Teacher Workdays: One (1) day at the beginning of each semester and a half day (1/2) on the last day of school all of which shall be free of all other activities or assignments.
2. Six (6) Staff Development days.
3. The Fridays following the Fall and Spring Parent/Teacher Conferences will be a non-school day for teachers and students.
4. First Semester will end prior to Winter Break.
5. 1st teacher staff development day after Interstate Fair and Rodeo
6. 1st student day after Interstate Fair and Rodeo
7. End school year before Memorial Day
8. Spring Break with Regent's Institutions Spring Break

9. Spring Break immediately following Spring Parent/Teacher Conferences
10. Last student day a half-day
11. Coordinate calendar for USD #445 with area schools, Coffeyville Community College, and community activities as much as possible
12. Second semester staff development on President's Day

ARTICLE XVI
ASSOCIATION RIGHTS

A. The Association shall have use of school mailboxes, bulletin boards, and district inter-school mail service for official organizational communications. Association materials will be posted only on bulletin boards in teachers' lounges or on office bulletin boards approved by building principals. It shall be the responsibility of the Association to keep such bulletin boards free and clear of outdated Association material.

B. The Association shall have use of school facilities for meetings without charge during hours when custodial service is normally maintained. Use of such facilities shall be arranged through the building administrator.

C. The Association shall be granted up to ten (10) days leave for its use. The President of the Association shall notify the Superintendent at least 48 hours prior to the use of said leave. The district shall incur the expenses for providing substitute teachers, but shall not incur any other costs.

1. A teacher elected Secretary-Treasurer of Kansas NEA or as a member of the Kansas NEA Board of Directors shall be granted the leave days necessary to fulfill the obligations of those positions. The teacher shall notify the Superintendent at least 48 hours prior to the use of said leave. The district shall be reimbursed for the expense of providing substitute teachers and shall incur no other cost.
2. A leave of absence shall be granted upon application for the purpose of serving as Vice President of Kansas NEA
    a. USD #445 shall pay full salary and benefits to the teacher serving as Vice President of KNEA, providing KNEA agrees to reimburse the salary and all benefit costs to USD #445.
    b. During the leave period, the teacher shall continue to advance on the salary

schedule, provided such advancement is allowable by the schedule, and he/she meets the requirements of such a move.

c. During the leave period, the teacher shall retain all leave allowances credited to him/her at the time such leave commenced.

d. Other terms will be put into contractual form and approved by the teacher, the Board of Education, and the Executive Director of KNEA

e. Upon return from such leave, the teacher shall be returned to the position he/she held, or such comparable or similar assignment, as when the leave commenced.

3. A leave of absence shall be granted upon application for the purpose of serving as President of Kansas NEA.

a. USD #445 shall incur no expenses for a teacher serving as President of KNEA

b. During the leave period, the teacher shall continue to advance on the salary schedule, provided such advancement is allowable by the schedule, and he/she meets the requirements of such a move.

c. During the leave period, the teacher shall retain all leave allowances credited to him/her at the time such leave commenced.

d. Other terms will be put into contractual form and approved by the teacher, the Board of Education, and the Executive Director of KNEA

e. Upon return from such leave, the teacher shall be returned to the position he/she held, or such comparable or similar assignment, as when the leave commenced.

ARTICLE XVII
TEACHER PROTECTION

A. Whenever a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment, the teacher shall suffer no loss in wages or other benefits set forth in this agreement.

B. The Board shall have the right to have the teacher examined by a physician designated by the Board to assist in determining the teacher's condition to perform his/her duties.

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT COUNCIL

A. The Professional Development Council (PDC) shall be composed of at least 50% teachers who are selected by the bargaining unit staff they represent.

B. To fill a vacancy or expired term, the chairperson of the PDC shall inform the Association building representative who will hold an election to fill the vacancy. If the Association representative cannot find a person interested in filling the vacancy, then the PDC chairperson will notify the other NEA-Coffeyville building representatives so they may seek nominees for the position.

ARTICLE XIX
ASSIGNMENT AND TRANSFER

A. The district retains the right to make teacher assignments and transfers to best meet the overall needs of the district. The following items will be taken into consideration when determining assignment and transfer:

1. Every effort will be made to involve those affected (staff, superintendent, principal.)
2. Priority will be given to content experience and licensure.
3. Previous evaluations will be utilized.

B. By the last day of school, each teacher shall be given written notification of their projected assignment (classes, subjects, grade level and building(s), as appropriate) for the forthcoming school year. Teachers will be notified, as soon as reasonable, of any changes in these assignments.

C. Principals and supervisors may fill vacancies occurring within their own buildings or departments, first, with their own staff in similar positions. The resulting vacancy will then be advertised for a minimum of five days and made available for other applicants within the district and, generally, outside the district.

D. Staff left without an assignment, due to closing of a building or reduction in a program, will generally be considered first for transfer/assignment to fill similar vacant positions, before opening the position to internal or external applicants. Nothing in this article is intended to supersede the Reduction in Force Article in the negotiated agreement.

E. The district will advertise vacancies a minimum of five days on the district's website and recruiting platform. In addition, vacancy notices will be emailed to all district personnel before the vacancy window is closed. Teachers who are interested in a possible transfer to a particular vacancy must fill out an online application via the district's online recruitment platform.

F. The district may advertise to create a pool of applicants for similar positions and fill vacancies with applicants from this pool. Similar vacancies created by reassignment of a current staff member to fill an advertised vacancy, may be filled immediately from the pool of applicants. Timing of the vacancy and urgency to fill it may also reduce the time a vacancy remains open.

ARTICLE XX
REDUCTION IN STAFF

A. In the event the Board determines the size of the professional staff must be reduced, the following guidelines shall be observed in reducing the number of teaching positions.

B. The reduction may be applied to all licensed personnel or to only some group thereof. The reduction shall be applied to the largest group of teachers which may be reasonably considered. The administration, subject to Board approval, shall determine the group of teachers from which the reduction shall be made. Within the specified group, staff members shall be selected for termination in the following order:

1. The greatest possible reduction in teaching staff shall be accomplished through attrition.
2. Staff members who, by state certification standards, are only provisionally licensed in their assigned teaching positions.
3. Staff members who are probationary according to Kansas statues with USD #445.
4. For the remaining staff members within the specified group, selection will be based on length of service during current employment in USD #445 dating since the first day on duty.

C. The administration shall provide to any teacher who is to be recommended for non-renewal due to a reduction in staff, a notice of such non-renewal no later than May 1 preceding each school year. For tenured teachers, the notice shall include:

1. The reason(s) for the selection of the individual tenured teacher;
2. A copy of the Reduction in Staff article from this agreement; and
3. Notice to the individual teacher of an opportunity to respond.

D. Rights of Terminated Teachers

1. After implementing such a reduction procedure, the list of terminated teachers shall be maintained.
2. Any teacher who has been so terminated shall no longer be considered an employee of the district and shall have no employee rights or benefits other than those covered in this article.

E. Recall Procedures

1. It is the responsibility of the listed terminated teachers to keep the central office informed of their current address and any changes in teaching qualifications.
2. Any teacher who has been terminated shall be notified of vacancies for which he/she is licensed for a two (2) year period. Any teacher terminated under the length of service provision (Article XX, Section B, Item 4) shall be recalled to available positions in reverse order of layoff.
3. Any teacher who resigns upon request for reasons of staff reduction or is terminated in accordance with this article shall be afforded recall rights provided herein unless specifically waived in writing.
4. If a teacher named on the list waives recall rights in writing, or fails to accept recall to a position for which he/she is qualified, within fifteen (15) days to a recall notice sent by registered mail to the latest address which the teacher has furnished to the central office, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.
5. Any teacher who is recalled under this section shall be afforded the following benefits:
    a. Sick leave accumulated at the time of the layoff or reduction in staff;
    b. The opportunity to participate in fringe benefit programs as applicable at the time of recall;
    c. Credit for experience that would have been available had the teacher not been

laid off;

d. Health insurance coverage under the group plan as applicable at the time of recall.

6. Any teacher who has been so terminated may apply for employment as a substitute teacher in USD #445.

ARTICLE XXI
TEACHER EVALUATION

A. The teacher evaluation procedure/instrument will be jointly approved by the bargaining unit and the Board of Education or their respective designees.

B. Licensed personnel are to be evaluated by a licensed administrator, as assigned by the superintendent. By September 15 each school year, the superintendent will provide to each building office, a list of licensed personnel due for formal evaluations that year, in accordance with state law and board policy. Evaluators will notify those they are assigned to evaluate by September 30. Licensed personnel serving more than one building will be assigned one administrator to conduct his/her formal evaluation, with input from other supervisors under whom they serve.

ARTICLE XXII
ACCESS TO EMPLOYEE FILES

A. Licensed employees' official personnel files will be maintained at the Board of Education office and shall be open to the inspection of the employee during regular working hours. Any personnel files maintained in individual principals' offices at the building level shall also be open to the inspection of the employee during regular working hours. The employee shall have the right to respond to all materials contained in said file and such response shall become part of the file.

B. The employee shall have the right to reproduce any of the contents of his/her file.

C. The employee shall receive notification of information that has the potential of becoming part of the employee’s summative evaluation.

D. The employee shall promptly receive a copy of any disciplinary item placed in employee’s personnel file.

ARTICLE XXIII
DRESS CODE

A. Employees shall dress with appropriate professional formality for the curriculum being taught and the particular activity of the day. Employees dress shall be modest, neat and clean.

1. Spandex, yoga, stretch pants, or leggings may be worn as long as they are accompanied with a long shirt, dress, skirt, or pants that completely covers the employee's bottom.
2. Shorts and sweats are not allowed, other than PE teacher or unless preapproved by building administration.
3. Shower and croc-type shoes are not allowed.
4. SUNSET PROVISION: This provision will be in effect for the 2025-2026 school year and will not be included in subsequent agreements unless expressly agreed to. Licensed professional employees may wear jeans that are not torn, have holes or are frayed, and are worn with a "business casual" or "school" shirt/top.

B. Concerns by an administrator over the appearance of an employee shall be addressed individually with the employee.

ARTICLE XXIV
LIQUIDATED DAMAGES

A. It is therefore agreed that a teacher currently under contract shall be declared under contract - unless duly informed according to Kansas Statute - for the next teaching year unless a resignation is submitted on or before the statutory date of the current school year according to the Continuing Contract Law of the State of Kansas.

B. Any release from contract for any resignation received after the date above is pending board approval. If approved, the teacher shall pay the Board liquidated damages. The Board action may be further dependent on the Board hiring a qualified and certified replacement as determined by the Board.

C. Request for release from a contract shall be made in writing and accompanied by a certified check for the amount of the liquidated damages before the Board's acceptance of the resignation.

D. In the event any teacher requests an untimely release from a contract, he/she shall be assessed liquidated damages according to the following schedule:

1. June 5 – June 30.....$600
2. July 1 – July 31 .....$800
3. August 1 – Beginning of school.....$1,200
4. After 1st day of school.....$2,000

E. If an employee is unable to complete the contract obligation for personal or immediate family health reasons or due to the involuntary job transfer of a spouse, the damages may be waived. Other extenuating circumstances may be considered and accepted by the Board.

ARTICLE XXV

DURATION OF AGREEMENT

A. The agreement set forth herein and ratified by both parties shall become a part of the official minutes of the Board.

B. This agreement will become effective August 1, 2025 and expire July 31, 2026.

BOARD OF EDUCATION
Unified School District No. 445, Montgomery County, Kansas

By _____
President
Jason Barnett

NEA-COFFEYVILLE

By _____
President
Ashley Rutherford

NOTES: