UNIFIED SCHOOL DISTRICT NO. 491
EUDORA, KS

NEGOTIATED AGREEMENT
FOR 2026-2027 SCHOOL YEAR

RATIFIED by Licensed employee 07/21/2026

RATIFIED by Eudora U.S.D. No. 491 Board of Education 07/21/2026

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NEGOTIATED AGREEMENT

UNIFIED SCHOOL DISTRICT NO. 491
EUDORA, KANSAS

The following negotiated agreement for the **2026-2027** school year is hereby ratified by:

Lisa Moffitt
President E-NEA

Mark Chrislip
President Board of Education
Unified School District No. 491

on this date July 21, 2026.

Negotiation Team Members

Eudora-NEA
Lisa Moffitt, President
Angie Brown
Jack Low
Meadow Meier

Eudora U.S.D. No. 491
Mark Chrislip - Co-chairperson
Joe Hurla - Co-chairperson
Dr. Stuart Moeckel, Superintendent

A copy of this agreement shall be made available on the district's website under the Human Resources tab. Employees can then click on the "Employee Policies" section to download a copy of the districts' agreement. A copy of the District Policy Manual shall be placed in the principal's office, building library, and with the E-NEA's president. This agreement includes all negotiated items from the past, which the Eudora-NEA and the Board have agreed to continue. This agreement shall govern the rights, as provided in this agreement, of the Board and the Association during the effective period from July 1st, 2026-June 30th, 2027. No part of this agreement shall be discontinued in future agreements unless by mutual consent of the parties, reduced to writing and signed.

SALARY

1. The Board agrees to pay a base salary of $46,840 for the 2026-2027 school year. Licensed employee will be paid according to the attached salary schedule.

   In order to fill critical needs or market demands, the Superintendent shall have the authority to place a new hire on any level of the salary schedule. This determination will be made at the initial time of employment.

2. Teachers who reach the final step in the BS columns shall continue to receive the same annual step increase provided to other teachers within the BS columns.

   Teachers who reach the final step in the MS columns shall continue to receive the same annual step increase provided to other teachers within the MS columns.

3. The Board shall be permitted, at its sole discretion, to offer a maximum of $2,000.00 additional compensation as a one-time payment to newly hired licensed employee to assist them with the expenses of relocating and to entice them to accept employment with U.S.D. No. 491.

4. Longevity Defined Benefit - The Longevity Defined Benefit is a benefit extended to all employees with a minimum of 15 years of full-time experience in the district and at least 70 KPERS accrued points.

   During any school year before the September Board meeting, an employee may elect to initiate option #1 or #2 the four-year Longevity Defined Benefit by requesting the Longevity Stipend Request Form from the Clerk of the Board.

   The Clerk of the Board will provide the Longevity Stipend Request Form to the employee upon request, and the Clerk of the Board will provide a copy of the completed form to the employee indicating the date on which the form was received.

   When the employee files the Longevity Stipend Request Form with the Clerk of the Board, the following conditions are brought into effect:

   a. The employee has notified the district that he or she will retire or resign his or her position with U.S.D. No. 491 within the next four years.
   b. Following the employee's filing of the Longevity Benefit Request Form, the Board and the employee enter into a four-year benefit period. During this benefit period, the employee will have selected one of two options: 1) 4 Year Longevity Stipend or 2) Two Year Longevity Stipend and Two Year Health Insurance (after retirement). The Longevity Stipend will be paid on each regularly scheduled January pay period. The Longevity Stipend will be equal to 15% of the employee's current yearly salary. If the employee selects #1, the Board will

pay the employee on an annual basis for four consecutive years. If the employee selects #2, the Board will pay the employee on an annual basis for two consecutive years followed by the district health defined benefit for up to two years or until the employee turns 65, whichever comes first. The Board will pay the single defined benefit rate at the time of retirement. If the premium increases, the retiree would be responsible for the difference. The retiree contribution of the monthly premium will be paid to the clerk of the board by the first of each month. The retiree would also be responsible for any premiums for dependents.

c. Overtime, supplemental pay, and extra duty pay will not be included in calculating the employee's Longevity Stipend.

If an employee dies, or becomes disabled during the year, the employee will retain any Longevity Stipend that he or she has received without penalty. However, the employee's participation in the Longevity Stipend will be concluded and not available to the employee unless the employee is re-hired.

If an employee resigns at the conclusion of a year but prior to the completion of the four-year benefit period, the employee does not receive the Longevity Stipend for the year(s) during which the employee has resigned. The employee would become eligible to obtain the remaining stipends due under the conditions of the original agreement should the employee be re-employed by the district.

An employee who has entered into the Longevity Defined Benefit agreement and subsequently wishes to discontinue the original terms of the agreement must notify the Board of Education in writing by November 30th of the current school term or by May 31st for the next school term.

Any requests made by an individual employee to discontinue or alter the original terms of the agreement are granted at the discretion of the Board of Education. However, unless the Board decides otherwise, no employee will be allowed to continue his or her employment with the district for a period exceeding six years after the date on which the employee signed the Longevity Stipend Request Form.

The Longevity Stipend is a reward to all U.S.D. No. 491 employees in the last four years of employment for their long-term service. This stipend will not be used to replace or substitute for the usual yearly raises.

5. Beginning in the 2005-06 school year, employees will be paid one-time stipends on the regularly scheduled June pay day for each of the following:

   a. $500.00 for ten years of employment in the district.
   b. $1,000.00 for 20 years of employment in the district.
   c. $1,500.00 for 30 years of employment in the district.

LEAVE

1. All full-time licensed employees shall earn three days of leave on the first day of the contract year plus an additional day on the first day of each month September through May. The full 12 days may be used any time after the school year begins. Anyone who does not complete the school year shall have deducted from his or her last paycheck any leave used beyond the amount "earned".

2. Licensed employees may use their twelve leave days for any purpose that they deem appropriate to meet their health and personal needs, so long as adequate advance notice is given. For a death in the immediate family (defined as spouse, parent, grandchild, child, or sibling), the Board will allow up to five days in addition to the twelve leave days and three days for grandparents. Leave shall not normally be granted the first two weeks or the last five student contact days of the year or to extend holidays. In extraordinary circumstances, the Superintendent shall have the right to waive this. Extraordinary could include, but not be limited to events such as weddings, graduations or other significant family events. First two weeks would start on the first contracted day for all staff.

3. Except in emergency situations, leave shall not be granted for more than three (3) consecutive days without the approval of the Superintendent or his/her designee, and must be requested, whenever possible, at least one week in advance. Emergency situations include, but are not limited to, illness or injury of the licensed employee or their dependent(s), or serious illness, injury, or death within the immediate family. Immediate family shall be interpreted to be spouse, parent, child, brother, sister, grandparent, significant other, near relative, or in-law. Serious illness or injury within the immediate family shall be defined as illness or injury, which requires supervision or assistance, which can only be logically performed by the employee.

4. Licensed employees who do not use the full number of leave days granted each year may accumulate a maximum of 90 days in an accumulated leave account. This leave is available for the individual licensed employee's future use in any of the following instances where the current 12 days of leave is exhausted: emergency situations as described in number 3 of this section, maternity/adoptive leave, paternity leave, and/or special situations approved in advance by the Superintendent or his/her designee.

5. The Board shall provide a method upon which the licensed employee shall notify their building principal of each absence and shall make the licensed employee aware of such method. Those requests are channeled through the building principals without paper copies. The Board may require other written statements, such as notes from doctors, to verify extended or excessive absences in an instance where abuse is possible.

6. In any instance where the licensed employee exceeds the amount of leave authorized, or is absent without approval, or the requested leave is not approved, a deduction of an amount equivalent to the employee's wages or salary during the unapproved absence shall be made. This deduction shall exclude all extra duty pay.

7. Any request for maternity/adoptive leave shall be deducted from the requesting licensed employee's annual leave days, then from their accumulated leave account. This leave shall not exceed the maximum number of annual leave days plus the maximum number of accumulated leave days for any one instance. Up to ten (10) days may be used for paternity leave. Accumulated days may be used for paternity leave if annual leave has been exhausted.

8. The first 15 days of any request for parental leave (birth or adoption of a child) shall be provided by the Board of Education. Additional days shall be deducted from the requesting licensed employees' annual leave days and then from their accumulated leave account. If the employee exhausts all available days, the excess hours shall be deducted from the employee's contracted amount. for any one instance. If the employee exhausts all available days, the excess hours shall

be deducted from the employee's contracted amount. All paid or unpaid parental leave shall run concurrently with and shall be in compliance with the Family Medical Leave Act (FMLA).

9. Each licensed employee shall have the option of receiving payment for unused current leave or the licensed employee may transfer one or more days of the unused leave to his or her personal sick-leave account. Payment for unused leave shall be $100.00 per day. This option will be exercised at the conclusion of each school year.

   A licensed employee with at least 15 years experience within U.S.D. No. 491 will receive payment for all accumulated leave days at $100.00 per day upon leaving the district's employment.

10. The Board will provide opportunity for sabbatical leave for certified employed who have taught full time in the district for a minimum of four (4) consecutive years. Requests will be considered on an individual basis and must be presented to the Superintendent of Schools prior to March 1 of each year. Licensed employees granted sabbatical leave must notify the Board of their intent to return or not to return, for the year following the sabbatical leave, by March 1 of the sabbatical leave year. A failure to give such notice by March 1 of the sabbatical leave year will be considered a notice of intent to not return.

11. Delegates to meetings of KNEA, NEA, or related Association activities will be named by the President of the ENEA or the President's representative subject to the consent of the Superintendent, whose consent shall not be unreasonably withheld. If consent is given, the district shall incur no expense for delegates attending such meetings. The district will pay for the cost of substitute licensed employee up to five (5) days.

SICK LEAVE POOL

Eudora-NEA will establish a sick leave pool that will be administered by the Eudora-NEA effective September 13, 2002.

HEALTH INSURANCE

1. Effective with the 1994-95 Negotiated Agreement, all U.S.D. No. 491 licensed employees shall be required to enroll in the district's group health insurance plan. Licensed employees who wish to be exempt from this requirement must show evidence of membership in a qualifying health insurance plan outside the district.

2. Defined Benefit – The Board will provide $450 per month to each licensed employee on a "use it or lose it" basis to apply toward the district's group health insurance plan. If a licensed employee enrolls in a group health insurance plan that costs less than the amount of the defined benefit, that licensed employee may choose to apply the extra amount toward their HSA, their premium for dental insurance, and/or their premium for vision insurance.

3. Wellness incentive – Beginning with the 2021-2022 contract year, the Board will adjust the base monthly defined benefit amount for each licensed employee as follows:

A. Smokers/Nonsmokers: USD 491's defined contribution is $450.00 for all employees. Self-reported tobacco users receive a reduction of $30 to the base contribution that can be recouped with help from USD 491. We encourage healthy habits and tobacco use poses risks to your health. If a smoking cessation program is completed, you can receive the additional $30 contribution.

B. The defined benefit amount will INCREASE by $30 if a licensed employee completes an annual biometric screening AND health assessment.

C. The defined benefit amount will INCREASE by $30 if a licensed employee accumulates 25 points by participating in district wellness activities. (this amount will change to $25 for 2020-2021 contract year, and $30 for the 2021-2022 contract year and beyond). Wellness activities include:

   i. Participate in a Eudora Schools Health Challenge (10 points)
   ii. Complete annual physical exam in onsite clinic or with personal physician (10 points)
   iii. Completion of annual visional and dental exams (5 points each)
   iv. Naming a primary care physician (5 points)

*Points are earned in the year prior to the plan year.

MISCELLANEOUS

1. A committee comprised of representatives from certified and classified staff shall meet to consider and make recommendations for the district's 125 benefit plan. Selection of companies and services shall be recommended to the board on or before August 1st. Optional coverages desired by staff under this policy could include but not be limited to:
   a. Group Term Life Insurance
   b. Dental Insurance
   c. Health Insurance
   d. Income Protection Insurance
   e. Cancer and Heart/Stroke Insurance
   f. Vision Care Insurance
   g. Medical/Dependent Care Reimbursement
   h. Optional KPERS Life Insurance

   The employee will have the option to select any of the above options as a salary reduction or salary deduction at the beginning of each plan year.

2. Starting with negotiations for the 1998-99 school year, neither the Eudora-NEA nor the Board of Education of U.S.D. No. 491 will submit more than four (4) items per year for negotiations.

3. Liquidation Clause - Should a licensed employee desire to resign at a date later than the state of Kansas
   Statute date, a written letter of resignation shall be submitted to the Board of Education through the building administrator. Liquidated damages shall be assessed according to the following schedule:

Day Following Statutory Date – June 30th	$1,500
July 1st – July 15st	$2,000
July 16th – July 31st	$2,500
August 1st to Balance of the Year	$3,500

The letter of resignation and liquidation payment will be submitted to the Board of Education for their approval.

4. Licensed employees who conduct workshops or professional presentations shall be allowed to receive a stipend for up to three (3) days per year. The district will provide for the cost of a substitute on these days.
5. Health Certificate - Each licensed employee new to the district shall provide the Board certificate of health signed by a licensed physician as described in K.S.A. 72-5213. This certificate shall be provided within 60 days of employment. Failure to comply with the provisions of the law stated above will result in written notice of failure to comply with the provisions of the negotiated agreement along with a copy of the above referenced law and a copy of this provision. If the certificate is not provided within thirty days of this notice, the licensed employee shall be directed to appear before the Board of Education to explain why the certificate has not been provided.

6. Licensed employees enrolling dependents will not be required to pay the $100 out-of-district enrollment application fee.
7. Committee Composition & Procedure Language – "In the formation of any committee whose work is connected to policy, which is mandatorily bargainable under the Professional Negotiations Act, Eudora – NEA shall have the right to select a number of non-administrative committee members not less than the number of representatives selected by the Board. Any such committees may vote by a majority of its members to recommend any policy changes or additions for consideration during the negotiations process."

SUPPLEMENTAL ASSIGNMENTS

1. The Board agrees to pay:

   a) $15.00 per licensed employee per hour for activity supervision, including but not limited to: detention duty (Saturday or weekday), track meet workers (excluding activity directors and Track coaches), homebound instruction (pls mileage reimbursement at approved rates for travel associated with such instruction).
   b) Summer Driver Education Director will be paid their daily rate of their contracted teaching salary during the Summer Driver Education Program. Assistant Summer Driver Education Instructors will be paid at the daily rate of the employee's current rate unless the rate is less than step 10 of the MS+0 column.
   c) $1,000 per building for Building Leadership Team Members. The building principal will determine how the money will be divided and will submit the information to the District Office.
   d) $15.00 per hour for Professional Development Council (PDC) Chairperson to update records, etc., but will not be compensated for meeting times scheduled during the licensed employee duty day. Licensed employee may apply for the Professional Development Council Chairperson position, will be evaluated, and will comply with the approved job description.

e) $1,500.00 for National Board Certification during the life of the certificate.
f) $20.25 per hour for substitute teaching during licensed employee plan time.
g) $100 one-time stipend per school year for licensed employees who prepare and present during district professional development days as a part of a developed curriculum change or beyond their duties assigned. The stipend would be paid for presentations not part of prior district paid professional development.

2. The Board will pay for other supplemental assignments according to the enclosed schedule. Such duties shall be noted on a supplemental contract separate from the teaching contract. Except for curriculum work performed during the summer, contracted extra duty items not shown as a set percentage on the supplemental payment schedule will be paid at the rate of $15.00 per hour. Curriculum work and any other Board-approved instructional duties (excluding Summer Driver Education program that is addressed in item letter b above) performed during the summer will be compensated at the daily rate of an employee on step 10 of the MS+O column of applicable salary schedule.

3. The Board agrees to send via e-mail a monthly listing of extra duty pay. This shall not include contracted amounts (such as coaching) but rather additional amounts for ticket taking, bus driving, etc.

4. Licensed employees, within his/her primary building assignment, will have first opportunity to sign-up for extra duty assignments outside the regular school day. Should not all the extra duty assignments be filled by licensed employees in the primary building, contracted licensed employees not in the building and other employees in the district will have the next opportunity to sign-up. Extra duty positions that relate to athletics that require specialized training, or a broad understanding of the sport, will need to display to the AD or his/her representative their ability to perform the job duties according to KSHSAA standards and guidelines. Positions that involve specialized training are as follows: official scorekeeper and official time clock operator. Extra duty assignments that are last minute, where last minute is defined as "the period just before a deadline, scheduled event, or other significant or concluding moment", will be filled by the AD or his/her representative.
5. Supplemental Salary Schedule Committee – will be created to evaluate and further develop the revised supplemental salary schedule proposed by the Eudora-NEA, and to consider any further proposed changes to supplemental pay. Changes may be proposed to the president of the Eudora-NEA, the superintendent, or the superintendent's designee on the committee. When changes are proposed, the president of the Eudora – NEA or the superintendent may call a meeting of the committee to consider the changes. Committee membership, selection, and procedures will adhere to the tentatively agreed upon Committee Composition and Procedures Policy.

EUDORA-NEA ITEMS

1. Professional dues for National Education Association members will be deducted from the employee's monthly pay if requested by the employee through the EUDORA-NEA. EUDORA-NEA will provide the Board office with a list of all those licensed employee having payroll deduction of dues prior to September 1st of each year. No changes in deduction status will be allowed after this date. Deductions will be made in 12 equal installments beginning with the September paycheck. Deductions to begin after September must be approved by the Board

of Education. The total monthly dues deductions will be paid to the Association's bank account by an electronic transfer on or before the first of the month. Any balance due the Association for dues will be deducted from an employee's final check if the employee should cease being employed by the district.

2. The Board agrees to provide the use of school buildings, school time, school materials, and school equipment for Eudora-NEA as follows:

   a. The Eudora-NEA may request committee or association meetings to be held before or after school (8:15 a.m. - 3:15 p.m.) by contacting all building principals or the Superintendent.
   b. Additionally, the association will be granted up to 60 minutes of time once per semester during scheduled work days for committee or association meetings.
   c. Any requests shall include the proposed day, time, and facility needed.
   d. Approval or disapproval will be determined within three days of the request. Meetings involving more than one faculty shall be approved by the Superintendent.
   e. No licensed employee shall neglect an extra-duty assignment or regular duty in order to participate in association activity except that the building principal may approve substitute or modified duties upon request for the individual licensed employee.
   f. District owned equipment and a reasonable supply of district-owned materials may be used for association business. Such usage shall be subject to normal administrative control.

LICENSED EMPLOYEE DUTY

1. Beginning and ending times of the licensed employee's 8 hour duty day shall be flexible, providing the licensed employee is on duty thirty (30) minutes before the students' scheduled arrival time and fifteen (15) minutes after the students are dismissed. On Fridays, Licensed employees may leave five (5) minutes after the students are dismissed, provided that all assigned and professional duties are complete.

2. With approval from the building principal, a licensed employee may leave for necessary appointments after students are dismissed. The leave time may be made up within three (3) working days beginning with the day an employee returns to work.

3. The board shall have the right to determine the number of periods within the normal duty day. The administrative staff will prepare master schedules and individual licensed employee schedules after conferring with the school faculty and the individual licensed employee. The master schedules (regular class schedules, music, recess, physical education, lunchroom, etc.) shall provide for instructional classes and/or supervision for all students during the time that students are scheduled to be at school.

4. Planning Time

   Planning time shall be used for the purpose of planning instruction and/or evaluating student performance, and shall be scheduled during the student contact portion of the day. If an employee needs to be absent from the school grounds during his/her planning period, the employee shall request approval from the building principal. When approval from a principal cannot be obtained (due to emergency situations or the absence of an administrator, for example) the employee should notify the building head secretary before leaving the building.

The numbers below are based on a full five-day instructional week. A proportional amount of time should be applied during weeks that do not include 5 full teaching days.

All Licensed Employees:

- All licensed employees shall be provided with an average of 225 minutes of planning time per week.
- Part time licensed employees will be provided with plan time proportional to the number of periods taught.
- Overload assignments shall be made at the discretion of the building administrator. No licensed employee shall be required to assume an overload assignment. In such cases where a licensed employee accepts an overload assignment, he/she will receive an additional 1/7 of his/her base contract daily rate per day for the length of that assignment. Under no circumstances shall a licensed employee be assigned to more than one overload period.
- A maximum of one half of a plan period per week may be used by the building administrator for school needs (ie. collaboration, curriculum, student improvement team).

Secondary Licensed Employees (6-12)

- Full time licensed employees shall be provided with one class period each day for plan time.
- Plan time should consist of not less than 45 minutes of uninterrupted time.

Elementary Licensed Employees (K-5)

- Full time single-grade level licensed employees shall be provided at least one 45 minute block of uninterrupted plan time daily.
- Full time multi-grade level licensed employees shall be provided with at least two 25 minute blocks of uninterrupted plan time daily. (Multi-grade level licensed employees include licensed employee of music, art, computers, physical education, library, reading, and other "special area" licensed employee.)

Duty-free lunch:

- Each licensed employee should have at least 25 minutes of duty-free lunchtime daily.

5. With the building principal's approval, licensed employees may be released from the constraints of the "licensed employee's duty day" (noted in 1 above) for the following items:

   a. When a licensed employee is required to return to school later in the day for a school related activity for which they are not paid.
   b. Inclement weather conditions.
   c. Professional growth classes offered through institutions of higher learning.
   d. Specific professional organization activities related to specific employment duties.
   e. School related errands.

   Approved release time will not be recorded on attendance forms.

6. Recognizing that there are certain non-teaching duties outside the school day that are essential to the school district, the Board will restrict and balance these assignments by limiting such assignments to a maximum of 24 hours per school year. Assignments above this limit will call for extra duty pay. The "24-Hour Clause" is to be used for activities of the following nature:

   a. Suspension and expulsion hearings
   b. Staffings (such as I.E.P.)
   c. Faculty meetings outside of regular hours
   d. Various committee meetings
   e. Parent-licensed employee conferences
   f. Open house type activities
   g. Club and organization meetings
   h. Graduation/Promotion
   i. Programs and activities after school
   j. Community meetings
   k. Board meetings
   l. In-service and workshop type sessions

7. Part-time licensed employee duty assignments shall be a percentage of the time specified for full-time licensed employee, e.g., a licensed employee contracted to teach two hours daily shall be considered as 2/5th or 40% time and shall be required to be on duty 3.2 hours daily. Exact duty hours will be specified by each building administrator for each part-time employee. Part-time employees will be expected to attend all scheduled faculty and in-service meetings and additionally shall comply with the "24-Hour Clause" and be available to participate in non-teaching duties specified above.

8. In accordance with the attached school calendar, the following items shall be provided:

   a. At least one (1) "licensed employee workday" shall be scheduled near the end of each quarter. The term "licensed employee workday" shall refer to time scheduled for the licensed employee to work on grades and record-keeping tasks, classroom planning, and other classroom-related items the licensed employee deems appropriate.
   b. Whenever New Year's Day is on a Sunday, school will resume the following Tuesday.
   c. At least one licensed employee workday shall be scheduled prior to the first student attendance day of each school year. This day shall not be used for purposes of meetings and shall be designated on the calendar as a "No meeting licensed employee work day." This workday shall be for the purpose of record keeping tasks, classroom planning and preparation, as well as other classroom related items the licensed employee deems appropriate.
   d. Licensed employees who are new to the district are required to attend an orientation session prior to the day all returning licensed employees are required to report to work. The orientation may be as long as three full days in duration.
   e. On a once-per-month basis, all U.S.D. No. 491 students will be released from school one hour and forty-five minutes prior to the end of the regular school day. It is agreed that this early dismissal should be scheduled for the first or second Wednesday of each month. If other calendar obligations interfere with the second Wednesday, the Board and the Eudora-NEA shall select an alternative day when preparing the district calendar.

The purpose of the early dismissal time is to provide licensed employees with the time to develop, monitor, coordinate, and analyze a wide range of issues related to curriculum, instruction, and school improvement. The specific issues that are worked on may vary from work session to work session; however, the selection of issues is left to the Licensed employee and building administrators. In general, licensed employees will have the opportunity to work across and within grade levels, or to work in the specific departments, or on integration projects. Groups of licensed employees working together and licensed employees working individually will be required to submit an agenda for the work session to the building principal seven days before the work session and a set of minutes or summary of activities within seven days after the work session is held.

9. Licensed employees shall be allowed to leave school grounds during their lunch period.

10. District licensed employees shall not be required to do outside supervision of the before school arrival and after school departure and/or the loading and unloading of students from the school buses. This does not apply to supervision related to field trips and extra-curricular school-sponsored activities.

11. a. The following figures represent the maximum sums in the "instructional hours per day" Column for purposes of constructing the Eudora U.S.D. No. 491 school calendar:

K = 6.75
1-5 = 6.75
6-8 = 6.75
9-11 = 6.75
12 = 6.75

b. The following figures represent the maximum sums in the "allowable hours" column for purposes of constructing the Eudora U.S.D. No. 491 calendar:

K = 1102.56
1-5 = 1153.19
6-8 = 1153.19
9-11 = 1153.19
12 = 1139.68

c. On an annual basis the Board of Education will present the Eudora-NEA calendar committee an explanation of the terms and the method used to calculate the number of "allowable hours."

12. <u>Contractual Days</u>:

The number of contract days shall not exceed (182) days in accordance with the school calendar. The number of contract days for licensed employees new to the district shall not exceed 185 days.

13. The Administration will consult with the Eudora-NEA President on changes in the school calendar, including adjustments made to account for loss of time due to inclement weather, before such changes are approved by the Board.

MENTORING PROGRAM

1. Mentoring Program - All licensed employees new to the district may be required at the discretion of the administration to participate in the Mentoring program. Licensed employees with no previous experience will be required to participate.

2. Orientation - New staff will be paid at their daily rate for attendance at three days of orientation, which the Board may require prior to the day that returning staff report to work.

3. Confidentiality - All information exchanged between the mentor and the participating licensed employee shall remain confidential. Notwithstanding the previous sentence, the mentor may, and is expected to, report the failure of any licensed employee to attend the mentoring program.

4. Mentors will be volunteers approved by building administrators in accordance with guidelines approved by the state. Mentor stipends will be paid according to the rate set on an annual basis by the Kansas State Department of Education.

5. Whether, and to what extent, mentoring will be provided by the district is a decision which is within the complete discretion of the Board of Education and the administration.

LICENSED EMPLOYEE EVALUATION PROCESS

1. Licensed employee evaluations in U.S.D. No. 491 shall be completed in accordance with the following guidelines:

    a. The term "licensed employee" shall include all U.S.D. No. 491 licensed employees except administrators.
    b. The term "evaluator" shall mean the building principal, assistant principal, superintendent, or curriculum director.
    c. The term "provisional status" shall refer to the time that is provided to the licensed employee to raise below acceptable items to an acceptable level as part of a directed professional development plan.
    d. The evaluation process is designed to comply with all germane statutes, primarily K.S.A. 72-9001 et. seq., but should a conflict between this evaluation agreement and state statute occur, state statute will be adhered to.
    e. Only evaluations falling on state statute required years will be included in the licensed employee's permanent personnel file; these evaluations shall be done by the building principal.
    f. At the discretion of the building principal, improvement plans done on non-statute required years may be completed under the supervision of the Curriculum Director or Assistant Principal. The licensed employee and Curriculum Director will each keep a copy of the "improvement plan" record for three (3) years. Access to the improvement plan records, other than to the Curriculum Director or Assistant Principal, will not be given without written permission from the licensed employee.

2. The philosophy of this evaluation procedure, as agreed to by the Eudora-NEA and the Board of Education, is to provide better classroom instruction for the students. To promote this

philosophy, the procedure will center on classroom performance, licensed employee training, licensed employee in-service, the use of support services, licensed employee growth, licensed employee improvement, the study of new techniques and methods, licensed employee assignment, and the continuation of employment.

3. The procedure to be followed in formulating licensed employee evaluation is:

   a. Pre-observation conference - The evaluator may have as many formal and informal evaluation observation periods as he/she deems necessary. Before the first formal observation, the evaluator should meet with the licensed employee to discuss the licensed employee's self-assessment based on the Performance Rubric, the licensed employee's most recent professional development plan, and the lesson(s) to be observed. The licensed employee will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the evaluator for the observation. Pre-observation conferences are not required for subsequent observations.

   b. Observation – Each formal observation must be one of no less than thirty (30) minutes, and the licensed employee to be evaluated must be given at least two (2) school days advance notice as to the day and the period of time to be observed. At least one (1) observation and observation conference will be completed by the end of the first semester. Additional evaluation(s) may be done at the licensed employee's request.
   c. Post-Observation Conference - Within two (2) school days after the formal observation, it will be the responsibility of the evaluator to meet with the licensed employee to confer or set up a conference time. They will review items on the licensed employee evaluation rubric as they relate to that observation, as well as other evaluation matters not directly observable in the classroom.

   d. Summary Evaluation Conference – Prior to April 1, the evaluator should conduct a summary evaluation conference with the licensed employee. During the summary evaluation conference the evaluator and licensed employee shall discuss the licensed employees' self-assessment, the licensed employee's most recent professional development plan, the components of the licensed employee evaluation system completed during the year, classroom observations, artifacts submitted or collected during the evaluation process and other evidence of the licensed employee's performance on the licensed employee evaluation rubric. At the conclusion of the evaluation process, the evaluator will complete the licensed employee summary form and review it with the licensed employee.
   e. Monitored Professional Development Plan - With regard to standards noted by the evaluator as developing or not demonstrated, a monitored professional development plan will be formulated by the licensed employee with or without appropriate support staff assistance within twenty (20) school days after the Summary Evaluation Conference. It will be the responsibility of the evaluator to schedule meeting(s) with the licensed employee appropriate to the process and the twenty 20) day time frame. The final design and approval of the Monitored Professional Development Plan will be determined by the evaluator. If a mutual Monitored Professional Development Plan cannot be formulated, the evaluator will directly design such a plan within thirty (30) school days after the Summary Evaluation Conference. All Monitored Professional Development Plan items will be individually listed on a Professional Development Plan Form, which will include expectations, processes, timetables, and any additional follow-up criteria.
   f. Directed Professional Development Plan/Provisional Status - If, after completing the Monitored Professional Development Plan, the evaluator determines the licensed

employee's performance continues to be rated as developing or not demonstrated, the licensed employee will be placed on a Directed Professional Development Plan. A licensed employee placed on a Directed Professional Development Plan will be considered on provisional status. This status will last through at least the next semester, but not longer than the completion of the next school year without repeating the evaluation process. A licensed employee can only be put on Provisional Status for standards originally listed as developing or not demonstrated on the licensed employee summary form orm. Consequences of provisional status could be, but are not limited to: improvement, additional assistance, and/or non-renewal recommendations. A tenured licensed employee who disagrees with his or her placement on provisional status may exercise appeal options through the grievance procedure.

PROFESSIONAL EMPLOYEE DISCIPLINE PLAN

1. Licensed employees are expected to comply with Board Policy and the negotiated agreement. If, in the opinion of a building or district administrator, an employee is deemed to have violated Board Policy or the negotiated agreement, the administrator can take disciplinary action in accordance with the process outlined below.

2. Licensed employees shall not be disciplined in the presence of students, parents, other employees or at public gatherings.

3. Disciplinary actions will be commensurate with the infraction. The Evaluation procedure and disciplinary procedure shall not be intertwined.

4. Disciplinary action may include:
    a. A verbal reprimand;
    b. A written reprimand;
    c. Suspension with pay;
    d. Suspension without pay;
    e. Non-renewal or termination.

Whenever a building or district administrator is to meet with a licensed employee to take disciplinary action, the licensed employee shall be informed in advance that disciplinary action will be taken at the meeting and of the Board policy and/or provision of the negotiated agreement that the employee is alleged to have violated. Licensed employees shall have the right to bring a representative to such meetings if they so choose; however, given the confidential nature of the process, the licensed employees must provide a written release naming the representative and authorizing such participation. If their chosen representative is not available at the time of the meeting, the meeting shall be postponed until the representative is available, but under no conditions shall a disciplinary meeting be postponed for more than 1-3 school days.

5. The above disciplinary actions are grievable except for non-renewal or termination, which shall be appealable through the due process provision contained in this negotiated agreement. Suspensions with or without pay, non-renewals, or terminations of contract must have the authorization of the Superintendent.

6. Records of disciplinary action will be maintained in a licensed employee's personnel file. Licensed employees shall have the ability to write a response to these records, and that response will be attached to the disciplinary record.

7. Records of disciplinary action will be maintained for a minimum of three years. Subsequent to the three-year period, the disciplinary materials may be removed if both parties agree.

GRIEVANCE PROCEDURE

The purpose of this policy is to secure at the lowest possible level equitable solutions to problems, which affect licensed employees.

1. First Level - The aggrieved person shall first discuss the grievance with the building principal or immediate supervisor. The grievant may file the written grievance at this level himself/herself. The building principal or immediate supervisor of the grievant shall have ten (10) working days in which to hold the grievance conference and submit his/her written decision to the aggrieved.

2. Second Level - If the aggrieved person is not satisfied with the disposition of level one or the decision has not been rendered in ten (10) working days, the grievant may file a written appeal within ten (10) working days with the Superintendent. The Superintendent shall have ten (10) working days to hold a grievance conference and submit his/her written decision to the aggrieved.

3. Third Level - If the aggrieved person is not satisfied with the disposition at level two or the decision has not been rendered in ten (10) working days, the grievant may file a written appeal with the Board of Education through the Superintendent. This appeal to the Board of Education shall be submitted within ten (10) working days. Within twenty-four (24) working days of receipt of the appeal, the Board of Education shall conduct a hearing.

4. Miscellaneous Grievance Items:

    a. The "Association" shall mean the Eudora-NEA.
    b. The Grievant(s) will have the right to Association representation or representation by any other person of the grievant's choice or may represent himself/herself or be represented by legal counsel.
    c. No reprisals of any kind shall be taken against any aggrieved person, any party in interest, any grievance representative, or any other participant in the grievance by reason of exercising their rights under this provision.
    d. All documents, communications, and records dealing with the processing and disposition of grievances shall be maintained in a separate section of the aggrieved person's personnel file.
    e. If the same subject matter is involved in more than one (1) grievance, the grievances may be consolidated. The aggrieved parties and the school administrators or Board of Education must agree in order for two (2) or more grievances to be consolidated.
    f. All references to the time deadlines in terms of "days" contained in this article shall mean "working days." The representatives of the parties may waive or extend deadlines by mutual agreement. Grievance levels may be waived by mutual agreement.

5. The levels through which grievances from employees should flow are:

    a. The building principal or immediate supervisor for whom the person is working
    b. The Superintendent
    c. The Board of Education.

6. The grievant and the respondent administrator or immediate supervisor shall have the right to present all relevant documents, witnesses, and evidence and to examine and cross-examine witnesses. After all evidence has been heard, the Board of Education shall have ten (10) working days to render its written decision. The decision of the Board of Education shall be final.

DUE PROCESS

For the first (3) years of professional employment with the district, licensed employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason. The following provisions apply only to licensed employees who have completed not less that three consecutive years of employment and have been offered a fourth contract in the school district. At its discretion, the Board may formally grant non-probationary status to any licensed employee earlier.

Non-probationary licensed employees may be non-renewed for good cause. Good cause is defined as any reason put forward by the administration or the board in good faith and which is not arbitrary, irrational, or irrelevant to the board's task of building up and maintaining an efficient school system.

A licensed employee who is non-renewed, shall be notified prior to the statutory continuing contract date. If the licensed employee is non-probationary, the notification shall include the reasons for the non-renewal. Upon receipt of the notice of nonrenewal, the licensed employee will have ten calendar days from the receipt of the notice to file a written request for a hearing before the board.

The hearing shall afford procedural due process which shall include the following:

1. The right of each party to have counsel of the party's own choice present and to receive the advice of counsel or other person whom the party may select;
2. The right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the board, except those persons whose testimony is presented by affidavit;
3. The right of each party to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from the district office of USD 491 in Eudora, Kansas, is absent from the state, or is unable to appear because of age, illness, infirmity, or imprisonment. When testimony is presented by affidavit the same shall be served upon the Clerk of the Board or agent of the administration and upon the licensed employee in person or by first class mail to the address of the licensed employee which is on file with the board not less than 10 calendar days prior to presentation to the board.
4. The right of the licensed employee to testify in the licensed employee's own behalf and give reasons for the conduct and the right of the administration to present its testimony through such persons as the administration may call to testify in its behalf and to give reasons for its actions, rulings or policies;
5. The right of the parties to have an orderly hearing;
6. The right of the licensed employee to a fair and impartial hearing recommendation based on substantial evidence; and
7. The decision shall be provided within (14) calendar days of the completion of the hearing.

The board may take any action necessary to make the hearing accord with administrative due process.

Hearings shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of the court, except that the burden of proof shall initially rest upon the administration in all instances other than when the allegation is that the licensed employee's contract has been terminated or non-renewed by reason of the licensed employee having exercised a constitutional right. All relevant evidence shall be admissible, except that the board, in its discretion, may exclude any evidence if the board believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

It is the intention of the parties that the board recommendation be rendered prior to June 1 and all reasonable efforts should be made to accomplish that goal.

The licensed employee shall pay for his/her expenses, including any witnesses and/or representation. All other costs shall be borne by the non-prevailing party.

REDUCTION IN FORCE

1. The parties to this Agreement understand and agree that it is the Board of Education's responsibility to determine the composition of its professional teaching staff and to implement and maintain the educational needs of the district. In exercising this responsibility it may from time to time become necessary to reduce staff. The following criteria shall be applied by the Board of Education regarding its decision to reduce the professional teaching staff of the district, to wit:

    a. Declining enrollment;
    b. Limited physical and/or financial resources;
    c. Changes in educational programs or curricula; and,
    d. Other just causes.

2. In the event professional teaching staff reductions become necessary, it shall be the procedure of the Board of Education to use normal attrition (resignations, retirements, and leaves of absence) as the first means of achieving the reduction in professional teaching staff deemed necessary by the Board of Education. In the event normal attrition is insufficient to achieve the needed professional teaching staff reductions, the professional teaching staff will be advised of the need for further reductions and the reasons for further reductions, and then the following criteria will be considered by the Board of Education, as may be delegated to the Superintendent of Schools, in making such other reductions as it determines are necessary, to wit:

    a. Seniority (determined by calculating the total years of service within the district).
    b. Experience in teaching specific subjects.
    c. Certification (elementary, secondary, etc.)
    d. Advanced degrees in the subject matter or field of teaching.
    e. Performance. (This shall include evaluations for the three (3) most current years; recognition by professional organizations, community groups or organizations, or peer groups for achievement in the teaching profession; and other accomplishments in the teaching profession.)

3. For purposes of this procedure, it is agreed that the professional teaching staff will be assigned to either the elementary or secondary level. Elementary shall be defined to include Pre-kindergarten through fifth grade and secondary shall be defined to include sixth through twelfth grades. Secondary Licensed employees may be assigned to subject areas. If a professional teaching staff member has assignments in both the elementary and secondary levels, that person's status shall be determined based upon the area where he or she spends the majority of time.

4. At such time that a determination is made that a reduction in professional teaching staff or layoffs are required, the following order or sequence will be followed in making such reductions:

   a. Temporary professional teaching staff employees;
   b. Probationary professional teaching staff employees;
   c. Part-time non-probationary teaching staff employees;
   d. Permanent full-time professional teaching staff employees.

6. BUY-OUT OPTION: As an alternative to the reduction in force procedure provided above, on or before the 15th day of February of each school year, the district may offer to purchase from any licensed employee his/her contract rights for the following year. The offer of purchase shall be discretionary with the Board of Education and shall be offered to any licensed employee(s), which the Board of Education determines. The licensed employee(s) shall have ten (10) days to accept the offer in writing. If accepted, the licensed employee(s) shall also submit his/her resignation at the time of payment of the buy-out. Payment shall be made on or before June 1st of each year.

COLLEGE REIMBURSEMENT: Effective with courses taken after July 1, 2007

1. Licensed employees will be reimbursed for college hours at a rate of $150.00 per college credit with a yearly cap of $1,000.00. NOTE: A "year" is defined as the effective period of time, which governs all items under the negotiated agreement (July 1 through June 30).

2. Licensed employees who wish to receive reimbursement must submit to the district's curriculum director, proof of course completion with a grade of "C" or better, or, in the case of a pass/fail course, a grade of "pass" within 90 days after course completion.

3. It is the responsibility of the curriculum director to submit the licensed employee's request to the Professional Development Council. The Professional Development Council will consist of ten licensed employees, seven administrators, and the curriculum director. The reimbursement must be approved by a simple majority vote.

4. Licensed employees who wish to have hours pre-approved for reimbursement need to submit their request in writing to the curriculum director. The council will act on the licensed employee's request in a timely fashion and may request additional information.

5. Reimbursed hours will also count for adjustments on the salary schedule.

IN-SERVICE CREDITS:

1. Licensed employees may use in-service credits to move across the salary schedule under the following conditions:

   a. In-service credits may be used for movement on the salary schedule after a certified employee has taken a learning activity to the impact stage. At this time a licensed employee may use all knowledge, application, and impact points as awarded by the District Professional Development Council for a particular learning activity. Application and impact points may be awarded once per learning activity.
   b. The in-service credits earned for this purpose must be approved following the customary procedure established by the District's Professional Development Council.
   c. In-service credits can be used for the salary schedule according to the following ratio: 20 points of in-service credit will be equal to one hour of college credit.