TO EMPOWER ALL STUDENTS TO SUCCEED

EUREKA UNIFIED SCHOOL DISTRICT #389
NEGOTIATED AGREEMENT

EUREKA TEACHERS' ASSOCIATION
AND
EUREKA BOARD OF EDUCATION

TOGETHER WE MAKE A DIFFERENCE

PREAMBLE

AGREEMENT MADE AND ENTERED INTO AS OF THE 11th DAY OF May 2026, BY AND BETWEEN THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 389, HEREINAFTER REFERRED TO AS THE "BOARD" AND UNIFIED SCHOOL DISTRICT NO. 389 TEACHERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION." IT IS, THEREFORE AGREED:

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ARTICLE I DEFINITIONS

A. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook.

B. ASSOCIATION: Eureka Teachers Association, affiliated with Kansas National Educational Association and the National Educational Association.

C. BOARD: The Board of Education of Unified School District No. 389, Greenwood County, Kansas.

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

E. DISTRICT: Unified School District No. 389.

F. EMPLOYEE: The terms "employee" and "teacher" may be used interchangeable but shall mean the same.

G. K-NEA: Kansas National Education Association.

H. NEA: National Education Association.

I. SENORITY: The period of professional service in the district.

J. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 389, Greenwood County, KS.

K. TEACHER: All certificated employee except administrators employed by the Board of Education.

ARTICLE II COMPENSATION AND BENEFITS

SECTION I SALARIES AND WAGES-EXTRA ASSIGNMENT AND EXTENDED CONTRACT

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year (ARTICLE III, SECTION IV), will be additionally compensated (on a per diem basis).

SECTION II SALARIES AND WAGES-EXTRACURRICULAR and/or SUPPLEMENTAL COMPENSATION

A. Assignment: Extracurricular activities are assignments outside of the teacher's workday. Such assignments shall be voluntary and no teacher should be required to accept any such assignment. Refusal to accept an extracurricular assignment shall not be a valid basis for a negative teacher evaluation.

B. Supplemental Assignments: Those extra curricular assignments to which a teacher is contracted. Refer to the appropriate Supplemental Salary Schedule in the appendix.

C. Extra Duty Assignments: (Note: Include those short-term assignments which come up during the year). Refer to the appropriate Supplemental Salary Schedule in the Appendix.

D. Release Time: Release time for certified faculty to meet the requirements of QPA, State Assessments, and other mandated programs will be provided when approved by the administrator. Work related outside the regular duty day will be compensated at the established hourly rate of $16.00.

SECTION III SALARIES AND WAGES-METHOD OF PAYMENT

A. Pay Periods: Each employee shall be paid in twelve (12) equal installments on or before the 15th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher. Direct Deposit shall be optional.

B. Exception: (1) When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. (2) Any employee upon written notice to the Board, shall receive his/her June, July and August checks at the June pay period. Such notice shall remain in effect until rescinded by the employee.

C. Summer Checks: Summer checks other than for summer school teachers shall be mailed to the address designated by the employee.

SECTION IV SALARIES AND WAGES-SALARY COMPENSATION

A. Placement on Column: Each teacher shall be eligible for and shall receive the highest salary to which his or her degree and additional credits* entitle him or her. On the Teacher Salary Schedule, Section E of this Article, each column shall represent an earned degree or an intermediate column between degrees representing additional credits* earned that have not already been counted towards an eared degree. To be eligible for an appropriate degree column, the teacher must have earned the degree column requirements. His or her placement on an intermediate column higher than the degree column to which he or she is entitled is contingent upon them having earned the additional number of credits,

which that column specifies. Such additional credits* may have been earned prior to the date of the teacher's latest degree but must not have been used to satisfy degree hour requirements.

B. Placement on Step: At the time of employment each teacher shall be placed on the highest numbered step for which he/she qualifies and on the column for which he/she qualifies.

C. Movement to New Column: Employees on the Teacher Salary Schedule who advance from one column to another shall move to the corresponding eligible step on the higher column. For an employee to advance from one vertical column to another he/she shall file suitable evidence of additional educational credit with the Superintendent or his/her designee no later than September 1 of each school year.

D. Degree Must be Earned: The board of education will only honor degrees that meet Kansas Licensure requirements.

E. Teacher Salary Schedule: (see Appendix)

SECTION V SALARIES AND WAGES-CLASSIFICATION

Teachers shall be divided into seven (7) degree classes in the establishment of salaries.
*Employees hired before July 1, 2015 shall not decrease in class placement due to definition changes made in 2015.

CLASS 1: Those teachers with a Bachelors Degree.

CLASS 2: Those teachers with a Bachelors Degree plus 10 (ten) undergraduate or graduate hours.

CLASS 3: Those teachers with a Bachelors Degree plus 20 (twenty) graduate hours.

CLASS 4: Those teachers with a Bachelors Degree plus 40 (forty) graduate hours or a Masters Degree.

CLASS 5: Those teachers with a Masters Degree plus 10 (ten) graduate hours.

CLASS 6: Those teachers with a Masters Degree plus 20 (twenty) graduate hours.

CLASS 7: Those teachers with a Specialist Degree or Masters Degree plus 30 (thirty) graduate hours.

A. Contingencies: In order for a teacher to receive increments in salary, he/she must advance as follows or better:

1. Class I, II, III and IV teachers must earn 8 (eight) hours from an accredited college, a minimum of each 5 (five) years. Inservice points are also applicable.
2. Class IV, V, VI and VII teachers must earn a minimum of 6 (six) hours of additional credit from an accredited college, a minimum of 5 (five) years. Inservice points are also applicable.[4*]

* Graduate or Undergraduate Hours.

SECTION VI SALARIES AND WAGES- PRO-RATE*

A. 9 month Pro-Rate: The salary set forth in the Base Salary hereinafter adopted shall be for 9 (nine) months period. Teachers hired other than 9 (nine) months shall be paid on the basis of 1/9 increase or decrease for each month of actual service. This is based on an 8 (eight) hour day.

B. Extra Class Periods: A junior or senior high school teacher who is employed to teach a period beyond seven periods shall be compensated at the rate of 10% of his/her placement on the salary schedule.

SECTION VII SALARIES AND WAGES-FRINGE BENEFITS

A. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement once annually to cover all premiums for the employee's selected benefits. Once the annual allocation for each benefit is made, the only change will be allowed is for a fluctuation in health care premium.

B. Each employee executing a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of:

1. Group Term Life and Accidental Death and Dismemberment (Maximum $50,000.00)
2. Group Health Insurance
3. Salary Protection Insurance
4. Pre-Paid Legal (IRS-Approved)
5. Cancer Insurance

Any unexpected money committed by the employee for one of these benefits remaining at the end of the contract year shall revert to the Board.

C. The Board shall provide each employee a description of the benefit coverage provided within 10 (ten) days at the beginning of the school year or the date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications and, when necessary, information about the programs.

D. Lay-Off Provisions: If an individual's contract is terminated or non-renewed, the Board agrees to continue the employee's insurance coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act-1985 (COBRA), provided the individual continues to pay the premium.

E. Fringe Benefit Statement: All certified employees shall utilize the moneys established in the fringe benefit package for the purchase of at least a single membership in the school district's group health plan. Each eligible certified employee shall receive $10,356 for fringe benefits if enrolled in our health plan.

Certified employees hired before July 1, 1991, and who currently receive the fringe benefit as cash-in-lieu-of, will be grandfathered in and receive the fringe benefit as cash-in-lieu-of if their spouse is

employed and their employer requires them to participate in their company's health plan or lose the benefit.

SECTION VIII SALARIES AND WAGES-TAX SHELTERED ANNUITY

A. The Board shall transmit tax-sheltered annuity funds on behalf of its employees pursuant to K.S.A. 72-8602.

B. Employees may request a separate salary reduction agreement for the purpose of contributing to a tax-sheltered annuity. The Board shall allow its employees to adjust their contributions each school year by giving notice to the Board before September 1.

ATRICLE III PROFESSIONAL DAY

SECTION I HOURS AND AMOUNTS OF WORK-WORK DAY

A. Length of the Day: The total in-class workday shall consist of not more than eight (8) class period hours.

B. Arrival and Departure Time: No employee shall be required to report for duty earlier than thirty (30) minutes before the beginning of student's classroom instruction and shall be permitted to leave thirty (30) minutes after the end of the students classroom instruction. On Fridays or on days preceding holidays or vacation the employee's day shall end after the majority of the students have left the building. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing.

C. Leave the Building: Teachers may leave the building after signing a check out sheet at any time during which they are not assigned to supervise pupils.

D. Open House Activities: It will be the professional duty of the certified staff to participate in Open House Activities once a year.

SECTION II HOURS AND AMOUNTS OF WORK-TEACHING LOAD

A. Junior and Senior High School: The daily teaching load in the junior and senior high school shall not exceed 7 (seven) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article.

B. Elementary School: The daily teaching load in the elementary school shall not exceed 7 (seven) hours of pupil contact per day. Every attempt shall be made to schedule music, art and physical education so as to allow each elementary teacher four hours of planning time per week.

The district shall employ personnel to supervise the noon recess at Marshall Elementary School.

SECTION III HOURS AND AMOUNTS OF WORK –WORK YEAR

A. Contractual Year: the number of days for the school year shall not exceed 175 (one hundred and seventy-five) days in accordance with the school calendar.

SECTION IV DUAL CREDIT COURSES

Certificated employees who teach classes for dual credit for U.S.D. #389 shall be compensated at the rate negotiated with the post-secondary training institution.

ARTICLE IV VACATION ALLOWANCE, HOLIDAY, SICK, EXTENDED, EDUCATIONAL AND OTHER LEAVE, AND NUMBER OF HOLIDAYS

SECTION I LEAVES-EDUCATIONAL LEAVE

An employee, after 10 (ten) years of employment with the district, shall be eligible to request a one-year educational leave if a satisfactory replacement can be employed. The educational leave shall be without remuneration from the district and upon return from such leave the employee shall be placed at the position on the salary schedule he/she would have attained had he/she taught in the district during such period.

SECTION II LEAVES-PERSONAL LEAVE

A. Illness or Disability: The employee may use all or any portion of his/her sick leave to recover from a personal illness or disability.

B. An employee who is absent because of death or critical illness of the immediate family has a maximum of 10 (days) of leave in any 1 (one) school year. All absences shall be deducted from the employee's sick leave and personal leave. Should an employee need additional days, the employee may make a request to the superintendent. Requests for additional days beyond those accumulated may be presented to the sick bank committee due to death or critical illness of a spouse or child. Should an employee be denied sick bank days, than an appeal may be made to the school board.

*The immediate family is defined as: spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any individual who makes his home permanently in the household of the employee.

C. Death other than Immediate Family: One day per year of bereavement leave may be used, with approval, to attend the funeral of an individual other than a member of the immediate family. If needed, additional leave for funerals not in the immediate family may be taken from sick or personal leave.

D. Professional Leave: Attendance at professional meetings shall be at the discretion of the teacher with their principal or supervisor's approval.

Personnel elected to state, regional, district or other offices of professional organizations will be granted professional days with the approval of the superintendent for attending meetings and/or conducting business of said organizations.

Teachers shall file a form of notification at least 2 (two) calendar days in advance.

E. Requirement of Law: When an employee is required by law to participate in a function such as: Army physical, jury duty, witness in a court case, etc., that would require absence, the employee shall be excused from school duties with no loss of pay.

F. Adoptive/Parental: Upon request, each teacher shall be granted a maximum of 20 (twenty) work-days for the purpose of adopting a child. These days will be deducted from the teacher's sick leave. The teacher shall inform the Board of the anticipated date as soon as possible. This leave can be extended through the approval of the Board.

G. Personal Leave: A minimum of 2 (two) days per year with pay may be used at the discretion of the teacher with the principal or supervisor's approval for the purpose of personal business. 3 (three) days, after 3 (three) years of employment, per year with pay may be used at the discretion of the teacher with the principal or supervisor's approval for the purpose of personal business. An additional 2 (two) days may be granted with the price of the substitutes salary being deducted from the teacher's salary. Any unused personal days will be allowed to roll over to the individual teacher's sick leave at the conclusion of the contract year. Each individual may accumulate up to a maximum of 6 (six) personal days to be used as personal days. No more than 3 (three) consecutive personal days may be used at a time.

   Teachers shall file a form of notification at least 2 (two) calendar days in advance. Denial by the administrator or supervisor shall not be unreasonable. Requesting personal days before or after a school holiday are discouraged.

H. Sick Leave: Contracted employees shall be entitled to 10 (ten) days of sick leave each school year. These days may accumulate to a maximum of 90 (ninety) days.

I. Sick Leave Bank: Contracted employees of U.S.D. #389 who have used all accumulated sick leave may draw upon days donated to the bank if approval is given by the governing committee.

   1. Sick Leave Committee: The governing committee of the sick leave bank shall consist of three teachers appointed by the teachers association and two administrators appointed by the superintendent.

      The decision of the committee could be to grant the whole request or to grant any part of a request. The total days granted shall not exceed the number of days accumulated in the bank. The decision of the committee may be appealed to the Board.

   2. Accumulation of Sick Leave Days into the Bank: Days shall be automatically donated to the sick leave bank by those contracted employees who have accumulated the maximum number of days.

   3. Use of Sick Leave Bank: Employees desiring to use the bank must submit a written request to the committee. The request shall stipulate how their previous sick leave was used and how the requested days will be used.

   4. Sick Leave/Assault: Any employee who is physically injured as a result of an assault in the course of his or her duty may receive recuperation leave from the sick leave bank.

Such leave is not charged against other types of paid leave. The employee must request such leave following currently negotiated sick leave bank procedures.

J. Pay for Unused Sick Leave: It is customary to provide to employees whose employment is severed a sum of money in recognition of their past service. Employees who have stayed on the job despite minor or major illness have not only aided the educational process, but also allowed the district to spend less in the substitute portion of the budget. Such service deserves reward.

The Board of Education will pay each full time certified employee, building principal, or central office administrator leaving the district through resignation, retirement, or death, after 5 years of service, the sum of $25.00 per day for all the accumulate sick leave. If the death of an employee occurs before retirement, any designated beneficiary (as stated on KPERS records shall receive the benefit). The payment shall be made within thirty (30) days or one full pay period after completion of the contract or the pay period.

ARTICLE V EARLY RETIREMENT PLAN

SECTION I EARLY RETIREMENT

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 policy. Early retirement is entirely voluntary and at the discretion of an eligible employee.

SECTION II ELIGIBILITY

An employee is eligible for early retirement if such employee:

1. Is currently a full-time certified employee, building principal, or central office administrator of the school district.

2. Has met the age and service requirement of the Kansas Public Employees Retirement System. Presently that retirement must total 85 points.

3. Has 15 years or more of employment service with the school district, and

4. Eligible employees hired on or after July 1, 2004 will be eligible to participate in a matching retirement plan. Eureka U.S.D. #389 will match up to $50.00 to the employee's voluntary contribution. This amount will be prorated for those less than full-time if eligible for other benefits.

   Eligible employees on staff prior to July 1, 2004 will have the option of remaining on the "Early Retirement Plan" or participating in the matching plan. The decision will be a one-time choice and is irrevocable. Information to assist with this decision will be available to each individual as requested.

   Years of service with the district will be counted toward the vesting schedule.

   <u>Vesting Schedule</u>

   Employee contributions are 100% vested. This means the value of your contributions and earnings are yours when you leave the company, regardless of years of service.

Employer matching contributions are vested according to the following schedule:

Years of Service (completed)	Vesting Percentage
0-5 years	0%
6 years	10%
7 years	20%
8 years	30%
9 years	40%
10 years	50%
11 years	60%
12 years	70%
13 years	80%
14 years	90%
15 years	100%

Investments

The employee (voluntary) contribution can be made to any of the approved providers in the district 403(b) Tax Sheltered Accounts plan. The matching (employer-paid) contribution will be made to the provider chosen by the district. Each employee will be presented information on investment choices and will be able to direct these for both the employee and the employer contributions.

SECTION III APPLICATION

An employee may apply for early retirement by giving written notice to the Superintendent or his/her designee. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date and shall include the following information.

1. A statement of the applicants desire to take early retirement.

2. The anticipated date of retirement.

3. The applicant's birth date and age on the date of retirement.

4. The current mailing address and the telephone number of the applicant.

5. The number of year's applicant has been employed by the school district.

6. The total number of years of service credit recognized by KPERS.

7. Applicant's current annual salary.

8. Whether the applicant desires payment of the early retirement benefit in January or July of each year, (only one payment per school year) and,

Following final action on any application for early retirement, the Superintendent or his/her designee shall notify the applicant, in writing, of the final disposition and the date and the amount of annual retirement benefits to be paid by April 15.

SECTION IV BENEFTIS (Employed before July 1, 2004 Only)

An eligible employee who takes early retirement is entitled to receive annually from the school district a benefit in accordance with the following optional schedule:

AGE	DOLLOR AMOUNT	YEARS RECEIVED
53-61	5,000.00	4
62	5,000.00	3
63	5,000.00	2
64	5,000.00	1
OR		
54-61	4,000.00	5
62	5,000.00	3
63	5,000.00	2
64	5,000.00	1

SECTION V TERMS AND CONDITIONS

The following terms and conditions shall apply to the school district's early retirement plan:

1. Any application for early retirement shall be granted by the board of education.

2. The annual early retirement benefit shall be payable by the school district in lump sum with the first payment made in July of the year early retirement is granted. The remaining payments shall be payable in either January or July of each year, at the employee's option: (only one payment per fiscal year, July 1-June 30).

3. An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program. If the retiree discontinues the district's health insurance and later desires to return to the district health insurance plan, it will be allowed if the retiree has not reached the age of 65. The spouse of a deceased retiree shall be permitted to maintain health insurance in like manner, at his/her own expense.

4. All early retirement benefits, including the option to maintain health insurance, shall automatically terminate at the time an employee becomes eligible for Medicare.

5. An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.

6. An employee who takes early retirement shall not thereafter be eligible for employment by the school district unless the early retirement plan is canceled or terminated by the board of education for any reason. Exceptions will be made for substitute teaching assignments and/or Rule 10 coaching. Should the plan be canceled or terminated by the board of education the employee shall then have the option of returning to employment in the district at a position and salary held at the time of retirement.

7. If death should occur to the recipient during the agreement, the board of education will honor said agreement for that fiscal year only. If compensation has not been paid for that one year, said compensation shall be paid for that one year to the beneficiary as designated under the Kansas Public Employees Retirement System.

8. Salary benefits shall be mailed to the retiree's current address unless the U.S.D. #389 administrative office is notified otherwise in writing.

9. If any provision of this policy is found to be in violation of KPERS regulations or Statutes of the State of Kansas, those provisions shall be declared null and void.

SECTION VI EARLY RETIREMENT PLAN-METHOD OF FUNDING

1. A 403(b) plan will be established to manage the funding of the early retirement plan. Unused sick leave pay is included in the retiree's last paycheck, so it will not be included in the 403(b). If an employee chooses to withdraw from their 403(b) account before the age of 59.5, the employee will be subject to penalty set forth by 403(b) guidelines.

SECTION VII Salaries and Wages-Fringe Benefits

1. Certified employees hired before July 1, 1991, and who currently receive the fringe benefit as cash-in-lieu-of, will be grandfathered in and receive the fringe benefit as cash-in-lieu-of if their spouse is employed and their employer requires them to participate in their company health plan or lose the benefit.

ARTICLE VI GRIEVANCE PROCEDURE

SECTION I INSTRUCTIONS

The purpose of the grievance procedure is to facilitate free, easy and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the Association officers, and should be filed at each level of the grievance procedure.

A. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

B. Detailed information of the facts involved, the relevant contract provisions, board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough and expeditious decision may be made.

C. Under Section B of the Grievance Report Form those relevant contract provisions, board policies, or administrative regulations or practices, which the grievant contends had been violated, misinterpreted, or misapplied, should be specified.

D. Under Section C the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violations, misinterpretation, or misapplication of the contract, board policies, or administrative regulations or practices had occurred.

E. Under Section D the grievant should specify the relief, which he/she desires as a result of the grievance.

SECTION II GRIEVANCE DEFINITIONS

A. Grievance: A complaint by a teacher, group of teachers or the Association based on an alleged violation, misinterpretation or misapplication by the District of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.

B. Aggrieved Person: The person, persons or the Association making the complaint.

C. Party in Interest: The person, persons or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

D. Days: Except when otherwise indicated, days shall mean working days.

SECTION III GRIEVANCE-PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting teachers.

SECTION IV GRIEVANCE-PROCEDURE

A. Level One: Within a reasonable length of time from the date of awareness of a problem the aggrieved person shall seek to resolve the matter informally with his/her principal or other immediate supervisor.

B. Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within 5 (five) days after discussion of the grievance he/she may file the grievance in writing within 10 (ten) days of the Level One response with the superintendent of schools.

C. Level Three: Within 5 (five) days after receipt of the written grievance the superintendent or his/her designee will meet the aggrieved person and/or his/her representative from the Association in an effort to resolve it. The superintendent shall submit his/her decision in writing to the aggrieved person and/or the Association.

D. Level Four: (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within 10 (ten) days of the Level Three response with the Association or its designee for transmittal to the Board or its designee. (2) Within 5 (five) days after receipt of the written grievance by the Board, the superintendent shall place the item of grievance on the agenda for the next regularly scheduled Board meeting. The Board shall submit its decision in writing to the aggrieved person and the Association within 10 (ten) days of the meeting.

SECTION V GRIEVANCE-RIGHTS OF TEACHER TO REPRESENTATION

A. No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.

B. A teacher may be represented after Level One of the grievance procedure by himself/herself or, at his/her option, by a grievance representative selected by the Association. If a teacher is not represented by the Association, the Association shall have the right to be present and to state its views after Level One of the grievance procedure.

SECTION VI GRIEVANCE-MISCELLANEOUS

A. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

B. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.

C. If the Board of Education does not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he/she is seeking.

D. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may initiate and submit such grievance in writing to the principal and the processing of such grievance will be commenced at Level One. The Association may process such a grievance through all levels of the grievance procedure even though there is not an individual aggrieved person who wishes to do so.

E. Decisions rendered at Levels Two, Three and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties of interest.

ARTICLE VII DISCIPLINARY PROCEDURE

SECTION I DISCIPLINARY-FREEDOM

The employer and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school district and acknowledge the fundamental need to protect employees from censorship or restraint, which interfere with their obligation in the performance of their professional duties.

Professional employees shall exercise control of their classrooms and the educational settings. With the exception of appropriate administrators, visitors shall enter and/or remain in the classroom or educational setting only with the express consent of the professional employee.

SECTION II DISCIPLINARY-COMPAINTS

Any complaints, if recorded by the administrator, regarding a professional employee shall be promptly called to the professional employee's attention. The professional employee shall have an opportunity to answer the complaint. The professional employee's written response may be communicated to the complaintant and shall be attached to any retained written record of the complaint. The retention in the employee's file of any oral or written complaints concerning alleged acts by an employee may be the subject of a grievance. The professional employee, when discussing a complaint with an administrator, shall be allowed the opportunity to be accompanied by a peer of the employee's choice.

After any written reprimand, the teacher shall have the right to request a conference with the building administrator and/or supervisor.

SECTION III DISCIPLINARY –ENFORCING PUPIL BEHAVIOR POLICIES

A. Board's Policies: Each employee in the bargaining unit shall be provided during the first week of each work year, with copies of the employer's policies and handbooks, responsibilities, and relationships of all personnel regarding enforcement.

B. Physical Force: Employees may use such reasonable force as is necessary to protect themselves, to protect other persons or property, to quell disturbance, or to obtain possessions of weapons or other dangerous objects.

SECTION IV DISCIPLINARY-TEACHER DISCIPLINE

A. Any certifies employee who has worked five or more continuous years, shall not be disciplined, reduced in compensation, suffer loss of any terms or professional advantage or other employment benefit without just cause and without notice of his/her right to a fair and impartial hearing, such notice to include the reasons for such action. The employee shall be accorded all the procedural safeguards related to such a hearing, including the right to prepare defense, to present and cross-examine witnesses, to be represented by legal counsel and Association representation. An employee who feels a disciplinary action has been unfair may file a grievance in accordance with Article IV, Grievance Procedure.

B. In the event it is determined through the evaluation procedure, that a teacher's professional performance is less than satisfactory, that individual shall be so informed in writing. During this period, the administration shall work with the employee through classroom visitations and conferences to assist the individual with remedial activities. Appropriate remedial activities may include, but shall not be limited to, professional improvement days to observe and assist the employee in his/her classroom.

C. Should the reevaluation of the deficient areas reveal that adequate improvement has been made, the teacher shall be continued in employment and salary shall be established at the appropriate step.

ARTICLE VIII TERMINATON AND NONRENEWAL OF CONTRACTS

SECTION I TERMINATION-REDUCTION IN FORCE

The following steps will be utilized by the district to reduce the teaching staff:

SECTION I Termination-Nonrenewal of Contracts

Whenever a teacher who has taught five or more continuous years in the district is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the Clerk of the Board within 10 (ten) days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

SECTION II Termination-Reduction in Force

A. To determine the number of teaching positions to be reduced, the Board of Education will ascertain programs to meet the educational goals of the District. Teachers whose positions have been eliminated will be dismissed according to an evaluation by the Board and Administration based on the following criteria and not necessarily in order of importance.
   1. licensure,
   2. education
   3. training in the areas of assignable positions
   4. experience within the areas of assignable positions
   5. competence based on administrative informal or formal evaluations,
   6. number of years in the district

B. Notification of any necessary reduction in staff shall be given in writing on or before the third Friday in May.

SECTION III FACULTY EMPLOYMENT OPTIONS

A. As early as possible, but no later than fourteen (14) calendar days following the 3rd Friday in May, the Board of Education must be notified that the employee is seeking other employment. After the date described in the previous sentence the Board has the option to accept an employee's resignation pending a suitable replacement is available. A $1,000 payment for liquidated damages shall be paid by the teacher or authorized by the teacher to be withheld from summer pay checks. The resignation will be accompanied with the liquidated damages. The liquidated damages may be waived by the BOE if the best interest of the school will be served.

B. Availability of Positions Within U.S.D #389

   1. Position openings will be posted in all district buildings prior to being made public.

C. Early Notification of Resignations

   1. As provided by statue, teachers must notify the district of their intent to resign, thus terminating the continuing contract. Early resignations can assist the district in determining staffing needs and budget considerations. Therefore, a teacher who submits a written resignation on or before March 15 will be eligible for a payment of $250, to be included in the teacher's final paycheck. (Note: This provision does not apply to those retiring).

ARTICLE IX EVALUATION OF CERTIFICATED PERSONNEL

SECTION I EVALUATION-PURPOSE

The intended purpose of McRel's Teacher Evaluation System is to assess the teacher's performance in relation to the Professional Teaching Standards and to guide the creation of a plan for professional growth. The principal/evaluator, with the active participation of the teacher, will conduct the evaluation process through the use of teacher self-assessment reflection, presentation of artifacts, and classroom demonstration(s).

SECTION II EVALUATION-

TEACHER RESPONSIBILITY

A. Know and understand the Professional Teaching Standards.

B. Understand McRel's Teacher Evaluation System.

C. Gather data, artifacts, and/or evidence to support performance in relation to standards and progress in attaining goals.

D. Develop and implement strategies to improve personal performance/attain goals in areas individually or collaboratively identified.

PRINCIPAL/EVALUATOR RESPONSIBILITY

A. Know and understand the Professional Teaching Standards.

B. Participate in training to understand and implement McRel's Teacher Evaluation System.

C. Supervise the process and ensure the steps are conducted according to McRel's Teacher Evaluation System.

D. Identify the teacher's strengths and areas for improvement and make recommendations for improving performance.

E. Ensure the Teacher Summary Evaluation Rating Form contains accurate information and accurately reflects the teacher's performance.

F. Develop and supervise implementation of professional development plans.

SECTION III EVALUATION-PROCEDURE

A. Orientation: Within two weeks of a teacher's first day of work in any school year, the principal should provide the teacher with a copy of or directions for obtaining access to:

1. The Teacher Evaluation Rubric (the Rubric).

2. A schedule for completing all the components of the evaluation process.

B. Teacher Self-Assessment: Using the Teacher Evaluation Rubric, the teacher shall rate his or her own performance at the beginning of the year and reflect on his or her performance throughout the year.

C. Pre-Observation Conference: Before the first formal observation, the principal should meet with the teacher to discuss the teacher's self-assessment based on the Teacher Evaluation Rubric, the teacher's most recent professional development plan, and the lesson(s) to be observed. The teacher will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the principal for the observation. Pre-Observation conferences are not required for subsequent observations.

D. Observations: A formal observation should last at least 45 minutes or an entire class period.

1. Beginning
    a. The principal should conduct at least one formal observation per semester with a minimum of two walk-thrus per semester of all probationary teachers.

2. Career Status Teachers (Any teacher beyond four years in the district)
    a. Career teachers should be evaluated once every three years.

    b. The principal should conduct at least one formal observation per semester with a minimum of two walk-thrus per semester of all probationary teachers.

During observations, the principal and peer (in the case of a beginning teacher) should note the teacher's performance in relationship to the applicable standards on the Teacher Evaluation Rubric.

E. Post-Observation Conference: The principal should conduct a post-observation conference no later than ten school days after each formal observation. During the post-observation conference, the principal and teacher discuss and document on the Rubric the strengths and weaknesses of the teacher's performance during the observed lesson.

F. Summary Evaluation Conference and Scoring the Teacher Summary Rating Form: Prior to the end of the school year and in accordance with district timelines, the principal should conduct a summary evaluation conference with the teacher. During the summary evaluation conference, the principal and teacher shall discuss the teacher's self-assessment, the teacher's most recent Professional Development Plan, the components of McRel's Teacher Evaluation System completed during the year, classroom observations, artifacts submitted or collected during the evaluation process and other evidence of the teacher's performance on the Teacher Evaluation Rubric.

At the conclusion of the evaluation process, the principal will:

1. Give a rating for each element in the Teacher Evaluation Rubric;

2. Make a written comment on any element marked Not Demonstrated;

3. Give an overall rating of each standard in the Teacher Evaluation Rubric;

4. Provide the teacher with the opportunity to add comments to the Teacher Summary Rating Form;

5. Review the completed Teacher Summary Rating Form with the teacher; and

6. Secure the teacher's signature on the Record of Teacher Evaluation Activities and Teacher Summary Rating Form.

G. Professional Development Plans

1. Individual Professional Development Plans: Teachers who are rated at least Proficient on all the standards on the teacher Summary Rating Form will develop an Individual Professional Development Plan designed to improve performance on specifically identified standards and elements.

2. Monitored Professional Development Plans: A teacher shall be placed on a Monitored Professional Development Plan whenever he or she:

   a. Is rated Developing on one or more standards on the Teacher Summary Rating Form; and

   b. Is not recommended for dismissal, demotion or nonrenewal.

A Monitored Professional Development Plan will, at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities the teacher should undertake to achieve Proficiency, and a timeline which allows the teacher one school year to achieve Proficiency.

3. Directed Professional Development Plans: A teacher shall be placed on a Directed Professional Development Plan whenever he or she:

a. Is rated

   1. Not Demonstrated on any standard on the Teacher Summary Rating Form; or

   2. Developing on one or more standards on the Teacher Summary Rating Form for two sequential years; and

b. Is not recommended for dismissal, demotion, or non-renewal.

SECTION V EVALUATION-DOCUMENTS

The evaluation documents and responses shall be available only to the evaluated employee, the Board of Education when acting in its official capacity, the administrative staff, the State Board of Education as approved by K.S.A. 72-7516, the board and administrative staff of any school to which such employee

applies for employment, and other persons specified by the employee in writing to the Board of Education. Discussion of an individual evaluation by the Board of Education shall be in executive session.

All documents related to the evaluation of a particular employee shall be maintained in the office of the superintendent of schools (and/or the building principal or immediate supervisor) for a period of not less than 5 (five) years and will be available to the certificated employee for their examination upon the employee's request.

SECTION VI EVAULATION-TEACHER FILES

A. Open to Teacher: Any teacher's files shall be open to the inspection of the teacher at all times, and at the request of the teacher, a representative of the Association may inspect the teacher's file. The teacher shall have the right to respond to all material contained in said file. Such response shall become part of the file. Credentials and related papers from teacher placement bureaus which by their own regulations are labeled as "Confidential" shall be returned to the bureaus or destroyed after the teacher is hired. No material derogatory to the teacher's conduct, service, character or personality shall be placed in the teacher's file unless the teacher has had an opportunity to review the material.

B. Right to Reproduce Contents: The teacher and/or his/her representative shall have the right to reproduce any of the contents of his/her file.

ARTICLE X ASSOCIATION PRIVELGES

SECTION I PRIVELEGES-ACCESS TO BUILDING

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times provided that classroom activities are not interrupted.

SECTION II PRIVILEGES-ACCESS TO INFORMATION

The Board agrees to furnish to the Association, upon request, all available information concerning the financial resources of the district including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budget requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background and such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Association to process any grievance or complaint.

SECTION III PRIVILEGES-TELEPHONE

The phone system of the school district shall be available for the Association president to use.

SECTION IV PRIVILEGES-BULLETIN BOARD AND MAIL SERVICE

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards. The Association shall have the use of the district mail service and teacher mailboxes for communication to teachers.

SECTION V PRIVILEGES-EXCLUSIVE RIGHTS

The rights granted to the Association shall not be granted or extended to any other organization claiming to represent certificated employees of the district.

SECTION VI PRIVILEGES-PAYROLL DEDUCTIONS/DUES

Deductions of professional dues are optional. The dues will be deducted over an 11 (eleven) month period. Any employee who indicates in writing that he desires to have the professional dues deducted from his pay warrant but terminates or has his/her employment terminated shall have the balance of his/her dues deducted from his/her last monthly warrant from the school district.

SECTION VII PRIVILEGES-USE OF FACILITIES AND EQUIPMENT

The Association shall have the right to use school facilities and equipment including, but not limited to, computers, copying machines, internet access, e-mail addresses and the use of e-mail services. The Association shall have the right to use school buildings for meetings.

Bargaining unit members recognize that the primary use of equipment and services is to further educate and encourage the expansion of knowledge.

A bargaining unit member using the internet or e-mail services for purposes unrelated to his/her educational assignment shall not knowingly interfere with the educational mission of the district or intentionally detract from any employee's performance of his/her educational assignment.

Any employee whose internet/e-mail usage unintentionally interferes with the performance of assigned duties by any staff member shall be informed of the problem and given training in proper use of internet/e-mail. The teacher will not provide his/her access code to the internet to any other person.

SECTION VIII PRIVELEGES-PREAMBLE, OPTION TWO

A. Recognition: The Board recognizes the Association as the exclusive representative (of the professional employees bargaining unit) for the purpose of collective bargaining under the Professional Negotiation Act, K.S.A. 72-5413 et seq.

B. Unit Description: the professional employees bargaining unit shall consist of all those employed by the Board in positions which require certificates issued by the State Board of Education or employed in professional or instructional capacities, including: All classroom teachers, school nurse and speech therapist, but shall not include and administrative employees.

SECTION IX PRIVELEGES-REPRODUCTION OF AGREEMENT

Copies of the Agreement shall be printed at the expense of the Board within 30 (thirty) days after the Agreement is signed and presented to all teachers now employed during its life, or considered for employment by the Board.

SECTION X PRIVELEGES-ADMISSION OF STAFF TO SCHOOL ACTIVITIES

All certificated employees, school board members and their families shall be admitted without charge to all home events sponsored by the school district.

ARTICLE XI OTHER MATTERS PROPERLY RELATED TO PROFESSIONAL SERVICE

SECTION I OTHER MATTERS-ASSAULT

The employer shall provide full support including legal and other assistance to employees who may be assaulted while in performance of their duties.

When absence of disability arises out of or from assault employees shall not suffer loss in wages or other benefits set forth in the Agreement.

The employer shall reimburse employees for any and all cost incurred as a result of assault including repairing or replacing personal property which may have been damaged or destroyed and for all related medical costs not covered under insurance benefits to which employees may be entitled whether set forth in this Agreement or maintained personally.

In the event that criminal or civil charges are brought against employees in connection with an assault, while in the performance of their duties, the employer shall either provide legal counsel to act in the employee's defense or shall reimburse the employee for legal fees incurred in securing their own defense.

SECTION II OTHER MATTERS-NOTIFICATION OF SUPERVISOR

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

SECTION III OTHER MATTERS-NOTIFICATION TO SUPERINTENDENT

Such notification shall be immediately forwarded to the superintendent. The superintendent shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

SECTION IV OTHER MATTERS-DURATION OF AGREEMENT

The Agreement shall become effective 07-1-2026, provided it is ratified by a majority of the members of the Board and a majority of the members of the negotiating unit and shall remain in full force and effect to and including 6-30-27.

All articles of the Agreement shall continue in full force and effect to and including 7-1-15, and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

SECTION V OTHER MATTERS-GRADE CHANGE

The employees shall retain the exclusive right to determine letter grades of students. No letter grade shall be changed without approval of the employee.

SECTION VI OTHER MATTERS-MODIFICATION OF AGREEMENT

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

Upon mutual consent to modify this Agreement, negotiations shall commence not more than 10 (ten) days, thereafter, or at a date mutually agreed to by both parties.

All understandings, or agreements shall be reduced in writing, signed by both parties, and made a part of this agreement.

SECTION VII OTHER MATTERS-SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all the provisions or application shall continue in full force and effect. Furthermore, the Board and the Association shall enter immediately into negotiations to replace any provision found to be contrary to the law.

SECTION VIII OTHER MATTERS-INSERVICE

The superintendent shall be charged with the responsibility of all in-service training. With the aid of the administrators, he/she shall, from time to time, issue bulletins, courses of study and other curriculum materials for the improvement of instruction.

SECTION IX OTHER MATTERS-AFFIRMATIVE ACTION

The Board and the Association are committed to assuring equal educational opportunities for all students, to recognize the rights and dignity of all persons and to implementing policies which provide equal opportunity and assure nondiscrimination in employment for all minorities and women.

SECTION X OTHER MATTERS-MEDICINE

The district shall indemnify and save harmless from any liability employees who administer medication to pupils in direct response to a written order from supervisory personnel.

SECTION XI OTHER MATTERS-SAFETY

Students enrolled in and attending schools in U.S.D. #389 shall leave all book bags, back packs, duffel bags or any facsimile of such items in their lockers at Eureka Junior/Senior High School. Students attending preschool, kindergarten and Marshall Elementary School shall use the classroom storage areas for these items. Such items have become a multifaceted safety concern ranging from blocking the aisle in the classroom, clutter in the hallways, disproportional weight on students spinal column and the concealment of items inappropriate for the learning environment. Book bags that will fit into or under student desks will be acceptable.

SECTION XII OTHER MATTERS-HEALTH INSURANCE COMMITTEE

The local association president and an ETA representative from the other school building will serve on the health insurance committee along with an additional member from each building, 2 (two) board members and 1 (one) non-certified employee for a total of 7 (seven) members.

SECTION XIII OTHER MATTERS-SEMINAR PERIOD AT THE JR/SR HIGH SCHOOL

Seminar Period Schedule A will be implemented at the Junior/Senior High School. It is understood that the seminar period established at the secondary level will not affect the time schedule in the elementary school.

SECTION XIV COLLEGE CREDIT REIMBURSEMENT

Six college credit hours shall be the maximum any one teacher will receive for reimbursement per year. Reimbursement will be a maximum of $200 per credit hour. The money available will be divided among teachers who apply for the grant and who are approved by administration. Courses taken by teachers shall relate to present teaching assignments, to possible future teaching assignments in the district or to an advanced degree. June 1, 2027 is the due date to submit college transcript to show proof of work completed and receipts to show total paid for course. Total Allotment $6,000.
The provision shall be in effect for the 2026-2027 school year, and will not be included in subsequent agreements unless both sides agree.

APPENDIX

1. Salary Schedule
2. Supplemental Salary Schedule
3. Professional Contract
4. Supplemental Contract
5. Grievance Report Form

USD 389 Eureka

$863 Fringe (per month)+$1800 to base+Step Increase
+Add $50 to Step which increased it to $950

2026-2027 Salary Schedule

2025-2026 Base was 46000

	1	2	3	4	4	5	6	7
Step/Level	B	B+10	B+20	B+40	MS	MS+10	MS+20	MS+30
A	47800	48900	50000	51100	51100	52200	53300	54400
B	48750	49850	50950	52050	52050	53150	54250	55350
C	49700	50800	51900	53000	53000	54100	55200	56300
D	50650	51750	52850	53950	53950	55050	56150	57250
E	51600	52700	53800	54900	54900	56000	57100	58200
F	52550	53650	54750	55850	55850	56950	58050	59150
G	53500	54600	55700	56800	56800	57900	59000	60100
H	54450	55550	56650	57750	57750	58850	59950	61050
I		56500	57600	58700	58700	59800	60900	62000
J			58550	59650	59650	60750	61850	62950
K				60600	60600	61700	62800	63900
L					61550	62650	63750	64850
M					62500	63600	64700	65800
N							65650	66750
O								67700
P								68650

								Early Retirement
2026-27 Fringe $10356	2025-26 Fringe $9444	2024-25 Fringe $9,528	2023-24 Fringe $8,292	2022-23 Fringe $7,428	2021-22 Fringe $7,740	2020-21 Fringe $7,548	2019-20 Fringe $6,744	Matching Plan $600 ($50 per month)

EUREKA U.S.D.#389 SUPPLEMENTAL SALARY SCHEDULE

POSITION	% of Base	EXP.
ATHLETIC DIRECTOR	16.00%	
ASST. ATHLETIC DIRECTOR		
BASKETBALL		
Head High School Girls Basketball	16.00%	$50. Year
Head High School Boys Basketball	16.00%	$50. Year
Asst. High School Girls Basketball	11.00%	$50. Year
Asst. High School Boys Basketball	11.00%	$50. Year
Head Jr. High Girls Basketball	9.00%	$50. Year
Head Jr. High Boys Basketball	9.00%	$50. Year
Asst. Jr. High Girls Basketball	6.00%	$50. Year
Asst. Jr. High Boys Basketball	6.00%	$50. Year
FOOTBALL		
Head High School Football	16.00%	$50. Year
Asst. High School Football	11.00%	$50. Year
Asst. High School Football	11.00%	$50. Year
Asst. High School Football	11.00%	$50. Year
Head Jr. High Football	9.00%	$50. Year
Asst. Jr. High Football	6.00%	$50. Year
Asst. Jr. High Football	6.00%	$50. Year
VOLLEYBALL		
Head High School Girls Volleyball	16.00%	$50. Year
Asst. H.S. Girls Volleyball	11.00%	$50. Year
Asst. H.S. Girls Volleyball	11.00%	$50. Year
Head Jr. High Girls Volleyball	9.00%	$50. Year
Asst. Jr. High Girls Volleyball	6.00%	$50. Year
Asst. Jr. High Girls Volleyball	6.00%	$50. Year
WRESTLING		
Head High School Wrestling	16.00%	$50. Year
Asst. High School Wrestling	11.00%	$50. Year
Head Jr. High Wrestling	6.00%	$50. Year
Asst. Jr. High Wrestling	4.00%	$50. Year
BASEBALL/SOFTBALL		
Head High School Baseball	13.00%	$50. Year
Head High School Softball	13.00%	$50. Year
Asst. High School Baseball	9.00%	$50. Year
Asst. High School Softball	9.00%	$50. Year
Head Jr/Sr Hi Cross Country	13.00%	$50. Year
TRACK		
Head High School Girl/Boys Track	13.00%	$50. Year
Asst High School Girl/Boys Track	9.00%	$50. Year
Asst High School Girl/Boys Track	6.00%	$50. Year
Head Jr. High Girls/Boys Track	8.00%	$50. Year
Asst Jr. High Girls/Boys Track	6.00%	$50. Year

GOLF

Head High School Girls Golf	13.00%	$50. Year
Head High School Boys Golf	13.00%	$50. Year
Head H.S.Cheerleader	13.00%	$50. Year
Asst H.S. Cheerleader	8.00%	$50. Year
Head Jr. High Cheerleader	8.00%	$50. Year
Asst. Jr. High Cheerleader	6.00%	$50. Year
Head Scholar's Bowl	11.00%	$50. Year
Asst. Scholar's Bowl	8.00%	$50. Year
Director of Yearbook	9.00%	$50. Year
Debate Sponsor	8.00%	$50. Year
Asst. Debate Sponsor	4.00%	$50. Year
Forensics Sponsor	8.00%	$50. Year
Asst. Forensics Sponsor	4.00%	$50. Year
High School Kay Sponsor	4.00%	$50. Year
High School Student Council	4.00%	$50. Year
High School F.F.A. Sponsor	4.00%	$50. Year
High School FCCLA Sponsor	4.00%	$50. Year
High School SADD Sponsor	2.00%	$50. Year
High School SADD Sponsor	2.00%	$50. Year
Jr/Sr High School Instrumental	8.00%	
Elementary Vocal Music	8.00%	
Jr/Sr High School Vocal Music	8.00%	
Drama (per play)	5.00%	
Drama (per play)	5.00%	
Concessions Director	$10 hour	
Asst. Concessions Director	$10 hour	
JH Quiz Sponsor	6.00%	$50. Year
JH Asst. Quiz Sponsor	4.00%	$50. Year

Other Supplemental Salaries:

7th hour Class	10% Step
Substitute Teacher	$100 per day
Scouting, Timing, Scoring	$13 per hour
Extra Duty Pay	$11 per hour
Professional/Instructional Time	$16 per hour
Special Education Teacher	7% Step * Not effective for new employees hired after 8/1/08

Note 1: The board reserves the right to advance employees on the salary schedule if required by supply & demand.

Note 2: This schedule is not intended to decrease any employee's current status pm the supplemental salary schedule.

Note 3: This supplemental schedule rewards employees for experience. Each increment gives an employee $50 per year of experience. Maximum of $1,000.

Note 4: This supplemental salary schedule has been constructed for the purpose of maintaining quality employees, attracting quality people into our school district, and providing a more equitable schedule.

PROFESSIONAL EMPLOYEE'S CONTRACT
UNIFIED SCHOOL DISTRICT NO. 389

THIS CONTRACT is executed between the Board of Education of Unified School District No. 389 (Board) and **«name»** (Professional Employee).

The Board and the Professional Employee agree that:

1. The Professional Employee is employed for **175** contract days beginning on **August 14, 2017** and ending on **May 17, 2018.**

2. The Professional Employee is employed to teach the following subjects and/or grade level: **«Assignment»** at **«Building»**. Assignment: **«Position»**.

3. The Board shall compensate the Professional Employee at the annual rate of **$«salary»**. Fringe benefit **$«fringe»** to be paid in 12 installments. Total contract salary **$«total».**

4. If the Professional Employee provides written authorization to the Board, the balance of the Professional Employee's compensation shall be paid in one payment upon completion of all the Professional Employee's contractual obligations. Such payment shall be made no later than June 30. The authorization shall be effective for successive years unless it is revoked in writing by the Professional Employee.

5. The negotiated agreement between the Board of Education and the Professional Employees of Unified School District No. 389 are incorporated into this Contract by reference.

6. The Professional Employee is properly certified and shall remain so throughout the term of this Contract. The Professional Employee will be considered in breach of their contract and will no longer be entitled to benefits derived from the contract at anytime their license is expired.

7. This Contract is subject to the statutory provisions of the State of Kansas.

8. The terms of this Contract and the conditions of employment may be modified only upon the mutual consent of the Board and the Professional Employee.

9. This Contract shall continue for the succeeding school year unless the Professional Employee is provided written notice on or before the 3rd Friday in May of the Board's intent to non-renew this Contract.

WITNESS: By signing this Contract the Board and the Professional Employee manifest their agreement to its terms.

	BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 389 GREENWOOD COUNTY, KANSAS
_____ PROFESSIONAL EMPLOYEE	
_____ ADDRESS	_____ PRESIDENT OF THE BOARD OF EDUCATION
«Salary Scale Position» Salary Schedule Position	
	_____ CLERK OF BOARD OF EDUCATION
	_____ Date

SUPPLEMENTAL CONTRACT

UNIFIED SCHOOL DISTRICT #389 EUREKA

This contract, is executed between the Board of Education of Unified School District No. 389, Greenwood County, State of Kansas, hereinafter called "Board" and _____, hereinafter called "employee".

The parties hereto agree that:

1. Both the Board and the Employee desire that the employee assume additional duties for compensation.
2. The duties which the Employee shall assume are _____.
3. The employee's compensation for performing such duties shall be _____.

Years of experience (if applicable) _____Total Supplemental Contract amount &_____.

4. If a principal contract exists it shall remain in full force and effect.
5. This contract shall become effective_____ and terminate on_____.
6. If either the Board or the employee fails to perform its obligation under this contract, the contract shall be terminated.

WITNESS OUR HANDS on the day, and first above written.

UNIFIED SCHOOL DISTRICT NO. 389
GREENWOOD COUNTY, KANSAS

By_____ _____
Employee Date

By _____
President, Board of Education

Attest:

_____

Clerk, Board of Education

UNIFIED SCHOOL DISTRICT NO. 389

GRIEVANCE REPORT FORM

PROCEDURE 2 3 4 DATE FILED_____

(Circle one to indicate level of grievance)

NAME OF GRIEVANT _____

BUILDING _____ ASSIGNMENT _____

A. Date grievance occurred: _____

B. Relevant contract provisions, Board policies or administration regulations or practices:

_____

C. Statement of grievant's claim (statement of facts based upon which grievance is based-use Additional pages if necessary:

_____

_____

_____

D. Relief desired _____

_____

Signature _____ Date _____

Date received _____

E. Disposition by the appropriate administrator (attach additional pages if necessary)

_____

_____

_____

_____

Signature _____ Date _____