

**AGREEMENT**

Between

**PRATT-NATIONAL EDUCATION ASSOCIATION**

And

**PRATT USD 382**

Effective From July 1, 2018 to June 30, 2019

Sandy Foster  
President of Pratt-National Education Association

  
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Bill Bergner  
President of Pratt USD 382 Board of Education

  
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## PREAMBLE

AGREEMENT made and entered into as of the 20th day of August 2018, by and between THE BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 382, hereinafter referred to as the "Board", and PRATT NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school district of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees, excluding administrators, within the school district have designated the Association as their representative for professional negotiations; and

WHEREAS, the Board and the Association recognizes and declares that providing a quality education for the students of Unified School District 382 is its mutual desire, and that the character of such education depends predominantly upon the quality and morale of the teaching staff; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to improve the quality and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have met and conferred and/or negotiated in good faith the terms and conditions of professional service; and

WHEREAS, certain understandings have been reached, which the Board and the Association desire to incorporate into a written agreement,

IT IS, THEREFORE, AGREED:

## **ARTICLE 1 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** - Pratt National Education Association, affiliated with Kansas National Education Association
- C. **BOARD** - The Board of Education of Unified School District No. 382, Pratt County, Kansas
- D. **DAYS** - Except when otherwise indicated, days shall mean calendar days
- E. **DISTRICT** - Unified School District (U.S.D.) no. 382
- F. **EMPLOYEE** - The terms “employee” and “teacher” may be used interchangeably but shall mean the same
- G. **HE, HIM, HIS** - Shall apply as appropriate to the male and/or female person(s)
- H. **P-NEA** - Pratt-National Education Association
- I. **K-NEA** - Kansas-National Education Association
- J. **NEA** - National Education Association
- K. **SENIORITY** - The period of continuous service in the district
- L. **SUPERINTENDENT** - Superintendent of Schools of Unified School District No. 382, Pratt County Kansas
- M. **TEACHER** - Any person employed by a board of education in a position which requires a certificate issued by the state board of education or employed by the board in a professional, educational or instructional capacity.

*Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.  
Amended during 2017/18 Negotiations – definition of a teacher.*

## **ARTICLE 2 GENERAL PROVISIONS**

- A. **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 not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall meet and confer in good faith within a reasonable period of time if any provision is found to be contrary to law.
- B. **Contract Termination** - Teacher contract termination shall be pursuant to current state statute.
- C. **Master Contract** - A copy of the Master Contract will be given to the Pratt-NEA President, Building Representatives and one placed in each school building. Anyone requesting a personal copy will be furnished with one. The copies will be available 45 working days after both negotiation parties sign the agreement.

*Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.  
Amended during 1996-97 Meet and Confer Sessions, Effective July 1, 1997  
Amended during 1998-99 Meet and Confer Sessions, Effective July 1, 1999 - Added “C” Master Contract  
Amended during 1999-00 Negotiations copies available in 45 working days*

## **ARTICLE 3 GRIEVANCE PROCEDURE**

### **A. Definitions**

1. Grievance: Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or a complaint that the employer or its agents acted in bad faith or an arbitrary or capricious manner.
2. Aggrieved Person: The person(s) or the Association making the complaint.
3. Party in interest: The person(s) 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.
4. Days: Except when otherwise indicated, days shall mean working days.

### **B. Purpose**

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

### **C. Grievance Committee**

Each building will have a grievance committee of five (5) members: three (3) appointed by the P-NEA president and two (2) members appointed by the building principal. Matters concerning only the building involved will function through this committee.

### **D. Procedure**

1. Level One
  - a. The aggrieved person(s) shall seek to resolve the grievance informally with the principal.
2. Level Two
  - a. If the aggrieved person(s) does not find satisfaction with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after discussion of the grievance, the grievance may be filed in writing simultaneously with the Committee and the principal. The principal shall submit a decision in writing to the aggrieved person and the Committee within five (5) working days of receipt of the Level Two grievance notice.
  - b. Within five (5) working school days after receipt of the written grievance by the principal and the Committee, the principal will schedule a meeting with the aggrieved person(s) and the Committee in an effort to resolve the grievance. The Committee shall submit a recommendation to the principal and Superintendent within five (5) working days of the meeting.
3. Level Three
  - a. If either party in interest is not satisfied with the disposition of the grievance at Level Two, the grievance may be filed with the Committee for transmittal to the Superintendent within five (5) working days of the receipt of the committee's decision.
  - b. Within five (5) working days after receipt of the written grievance, the Superintendent will meet with the aggrieved persons, the building principal, and the Committee in an effort to resolve the grievance. The Superintendent shall submit a decision in writing to all parties in interest and the Committee within five (5) working days of the meeting.
  - c. If the Superintendent is one of the parties in interest, Level Three shall be bypassed.
4. Level Four
  - a. If either party in interest is not satisfied with the disposition of the grievance at Level Three, the grievance may be filed with the Committee with transmittal to the Board within five (5) working days after receipt of the superintendent's written decision.
  - b. Upon receipt of the written grievance, the Board will meet with the parties involved at the next board meeting (regular or special) in an effort to resolve the grievance. The meeting will be held in executive session unless waived by both the aggrieved and the Board. The aggrieved will have the option to have legal counsel and a maximum of six (6) adults present during the executive session.

### Article 3 – Grievance Procedure *(continued)*

- c. Following the formal presentations, the parties involved have the right by specific request to have a private audience with the Board.
  - d. The Board shall submit a decision in writing to all parties in interest and the committee within five (5) working days of the meeting.
- E. Employees should never attempt to take complaints directly to members of the Board of Education. Board members do not listen to or act upon complaints or grievances that have not first been presented to the building principals and to the Superintendent.

*Adopted during the 1970-71 Meet and Confer Sessions. Effective July 1, 1972*

*Revised during the 1995-96 Committee Process. Effective July 1, 1996*

*Revised during the 1996-97 Committee Process. Effective July 1, 1997*

*Revised during the 1998-99 Meet and Confer Sessions*

*Revised during 2006-2007 Negotiations Sessions*

## **ARTICLE 4 DISCIPLINE AND PUPIL CONTROL**

**INTRODUCTION** - The Board of Education will, to the full extent of its legal power, give maximum support to professional employees to include both instructional and administrative staff members in the maintenance and establishment of reasonable standards for student discipline and pupil control. In accordance with administrative guidelines as may be set forth, it shall be the responsibility of the total school staff in the enforcement of school regulations which affect discipline and pupil control. Concerning matters relating to the enforcement of school regulations which pertaining to discipline and pupil control, the following shall prevail:

- A. **Classroom** - The individual teacher shall assume the major responsibility for classroom control and discipline. The Board of Education and administrative staff acknowledges its responsibility to the individual staff member in providing support and assistance on the establishment of reasonable classroom procedures to assure pupil control, which will foster an atmosphere conducive to learning.
- B. **Outside of Classroom** - The maintenance of proper pupil control outside of the classroom is the responsibility of both instructional and administrative staff. This shall include the establishment of reasonable guidelines by the administration to assure both administrative and instructional participation in pupil control measures, during the contract day, which shall include such items as:
  - 1. The monitoring of corridors between classes as well as before and after school,
  - 2. Attendance at all assemblies and programs during the school day and, subsequently, the supervision of students,
  - 3. To provide assistance during extra-curricular activities when it is deemed necessary,
  - 4. Other supervisory responsibilities that may be deemed appropriate to assure adequate supervision of pupils.
- C. **Gross Misbehavior** - Any show of disrespect by word or action toward any staff member; any open defiance that may threaten the general discipline of the school or the classroom; the carrying or use of weapons in a school building or on adjacent school grounds shall not be permitted.
- D. **Referral of Pupils** - When, in the judgment of a teacher, a pupil requires referral to other professional personnel or specialists, the teacher shall inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange, as soon as possible, a conference with the specialists and/or other professional personnel to discuss with the teacher and building administrator appropriate steps for the resolution of the problem.

Article 4 – Discipline and Pupil Control (*continued*)

- E. **Removal of Pupil from Classroom** - When, in the judgment of the teacher, a student is seriously disrupting the instructional program to the detriment of other students, the teacher shall cause the student to report directly to the building principal. The teacher will have the responsibility to furnish full particulars, to the building administrator, which resulted in the action. A conference will be held between the teacher and the administrator prior to the return of the student or students to the teacher's classroom. The only exception to the required conference would be in such instances where a teacher sends a student to the office for a minor offense such as being tardy for class, etc. It shall be the building administrator's responsibility to take appropriate discipline action. Appropriate written records shall be maintained by the building administrator concerning such incidents.
- F. **Conduct** - Shall be administered as outlined by Board Policy JCD. (See Appendix)
- G. **Interrogation and Searches** - Shall be administered as outlined by Board Policy JCABB and JCAC. (See Appendix)
- H. **Student Suspension and Expulsion** - Shall be administered as outlined by Board Policy JDD. (See Appendix)
- I. **Physical Force** - While in the course of his/her employment, a teacher and/or administrator may utilize a reasonable level of physical force on a student to provide protection for himself/herself, other students, and/or professional colleagues.
- J. **Clarification of Board Policies** - It should be noted that policies are Board of Education policies and were not arrived at through any Meet and Confer Session.

*Adopted during 1975-76 Meet and Confer Sessions. Effective July 1, 1976*  
*Revised during 2006-2007 Negotiations Sessions.*

## **ARTICLE 4.5 COMPLAINTS AGAINST TEACHERS**

A complaint is defined as a concern by a parent or patron concerning a teacher.

The complainant who has a concern with a teacher should first seek to resolve the issue by meeting with the teacher. If the complainant refuses to meet directly with the teacher or is not satisfied with the outcome of the meeting, he/she should talk to the building administrator and/or the superintendent who will then call the concern to the teacher's attention.

If an administrator needs to meet with the teacher concerning the complaint, the administrator will provide the teacher with advance notice of the conference topic. If at all possible, meetings will be held outside the student attendance hours. The teacher has the option to request representatives during this meeting or any subsequent meeting.

If in the opinion of the administrator the complaint or concern may warrant disciplinary action, he/she shall put complaint in written form within seven (7) contract days of his/her being informed of the situation and present to the teacher. The teacher may respond in writing to the complaint within seven (7) contract days of receiving the administrator's written notice.

*Adopted during 2010/11 Negotiations Sessions. Effective July 1, 2010*



**ARTICLE 5**  
**JOB VACANCY CONSIDERATION**

Staff members shall have the opportunity to apply for vacancies that may occur in the school district. All applicants shall follow prescribed procedures as may be established in making such applications.

If job vacancies occur during times that school is not in session, employees will be notified by mail of such.

*Adopted during 1975-76 Meet and Confer Sessions. Effective July 1, 1976.  
Amended during 1997-98 Meet and Confer Sessions. Effective July 1, 1998.*

**ARTICLE 6**  
**GRADE CHANGES**

Prior to a student grade being changed from the original grade recorded by the teacher, the teacher, (if available), will be consulted by the building principal.

*Adopted during Negotiations 1999-00*

**ARTICLE 7**  
**LEAVE**

When an absence is anticipated, teachers have the option of requesting a sub through the district sub-calling secretary or securing their own substitute from the district sub list.

**A. SICK LEAVE**

One day per month of contract, accumulative to one-hundred twenty (120) days. When use of sick leave is in excess of thirty (30) consecutive days, a written statement from the employee's physician shall be required stating that the employee is not able to return to work. (examples: major surgery, heart trouble, maternity complications)

Sick leave shall be applicable when the employee is ill; however, in case of illness of a member of the employee's immediate family (defined as spouse, children/step-children, parents, grandchildren, brother, sister, or any individual legally dependent upon the employee), 10 days of sick leave may be utilized. Employees who become pregnant or need to have elective surgery while they are under contract shall notify the building principal and will, in turn, schedule a conference with the Superintendent of Schools.

During this conference the employee will make known to the superintendent dates and desired plans for the remaining school year such as:

1. The approximate date she/he would like the sick leave to begin,
2. Whether or not she/he wishes to return to her/his duties during the current school year,
3. The approximate date she/he would be able to return to work.

After considering the foregoing factors the Superintendent shall schedule dates for the temporary leave of absence. If, however, at a later date it is determined by the building principal and/or the superintendent of schools that said person can not adequately perform his/her role expectations, the administrative staff may alter the original schedule established. Thirty (30) days of sick leave benefits shall be applicable during the temporary leave period. However, if because of health reasons the employee is unable to return at the end of thirty (30) days, extended sick leave will be applicable if a written statement by the employee's physician states that she/he is not able to return to work.

*Adopted during 1971-72 Meet and Confer Sessions. Effective July 1, 1972.  
Amended during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.*

## Article 7-A – Sick Leave (*continued*)

*Amended during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.*

*Amended during 1987-88 Negotiations. Effective July 1, 1988.*

*Amended during 1990-91 Negotiations. Effective July 1, 1991.*

*Amended during 1994-95 Negotiations (120 days acc) Effective July 1, 1994.*

*Amended during 1999-00 Negotiations, 10 days of family leave*

*Revised during 2006-2007 Negotiations, definition of immediate family*

*Amended during the 2014-15 Negotiations. The first sentence concerning obtaining a sub was added.*

### **B. PAY FOR UNUSED SICK LEAVE**

Teachers will be paid \$40 for each full day of unused sick leave (Not unused personal leave) that would be lost as a result of that teacher having accumulated the maximum allowed one-hundred twenty (120) days of unused sick leave. (Pay for unused accumulated sick leave will not be made except for those days over one-hundred twenty (120) days.) Compensation for unused sick leave will be issued in a separate check on or before June 30.

The total unused accumulated sick leave shall be paid to the employee at \$20 per day for which the employee qualifies at the time of retirement or death (employee's heir).

*Amended 1987-88 Negotiations.*

*Amended 1992-93 Negotiations.*

*Amended 1994-95 Negotiations*

*Amended 2004-05 Negotiations; \$20 increased to \$30, \$10 increased to \$20.*

*Moved to follow sick leave clause 2006-2007 Negotiations.*

*Amended 2007-2008 Negotiations, compensation by separate check.*

*Amended 2016-17 Negotiations, \$30 increased to \$40 for unused sick leave, no change for amount paid at retirement.*

### **C. PERSONAL LEAVE**

- a. Four days (30 hours) of non-accumulative leave with no deduction in salary, however, prior approval must be received from the Superintendent. Except in emergency situations, no more than two district staff members in the same building will be permitted to leave on the same day.
- b. All personal hours/days may be used at the discretion of the certified employee with no reason stated on the leave form except "Personal leave."
- c. Personal days must be taken prior to the final 2 weeks of the school year and cannot be taken the day before or the day after a vacation period.
- d. A minimum of one hour must be taken for personal leave and must be recorded, whether a sub is secured or not.
- e. Employees taking personal leave for less than a half day will need to secure their own substitutes. If a substitute cannot be secured, employees will not be given leave.
- f. In the case of a family event such as a wedding, funeral, graduation, military advancement or other event involving an immediate family member that cannot be rescheduled, the superintendent has the discretion to waive item C. The superintendent's decision is final.

## Article 7-C – Personal Leave (*continued*)

g. All employee leave applications shall be acted upon and respective parties notified within a period of time not to exceed seventy-two hours, excluding holidays, from the time received by the building administrator. The minimum unit of leave shall be no less than one hour and will only be granted upon the availability of an appropriate substitute teacher.

h. Upon completion of the school year, any unused leave shall be added to the individual teacher's accumulative sick leave, provided the total accumulation of sick leave does not exceed the equivalent of 120 days, or paid at the rate of \$40 for each full day. The employee may exercise the option of carrying over one discretionary personal leave day to the following contract year to not exceed five personal leave days.

*Adopted during the 1971-72 Meet and Confer Sessions. Effective July 1, 1972.*

*Amended to include Emergency Leave Bank during the 1976-77 Meet and Confer Sessions. Total policy effective July 1, 1977.*

*Amended to add five days to Emergency Leave Bank during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.*

*Amended to add B6 during 1979-80 Meet and Confer Sessions. Effective July 1, 1980.*

*Amended to change word personal to "employee" and to change "personal business" to "business" during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.*

*Amended 1986-87 Negotiations - excluding holidays.*

*Amended 1987-88 Change employee to personal and add "Personal Sensitive" issues.*

*Amended 1994-95 Clause on principal in-service*

*Amended during the 1995-96 Committee Sessions. Effective July 1, 1996. Paragraph on discretion day added.*

*Amended during the 1997-98 Committee Session. Effective July 1, 1998. Discretionary days increased from one to two.*

*Amended 2004-2005 Negotiations. Effective July 1, 2004. Added \$30 per day for unused personal leave.*

*Amended 2006-2007 Negotiations. Allow one discretionary day carry-over.*

*Amended 2016-2017 Negotiations. One day added/all at employee discretion/guidelines for minimum time taken and securing a substitute/waiver for special events and increased unused payout from \$30 to \$40 per full day.*

### **D. EMERGENCY LEAVE BANK**

1. Certified employees may choose to participate annually in the Emergency Leave Bank by contributing one (1) day of available sick or personal leave to the Bank. The employee shall notify the Central Office during the Section 125 open enrollment period of their decision to participate in the Emergency Leave Bank. New certified employees contracted after the enrollment period may enter into the Emergency Leave Bank during the time of their Section 125 enrollment.
2. During the first year of the leave bank, the Board of Education will contribute 44 days to the bank. In all subsequent years, the Board will contribute 25 days to the leave bank.
3. An employee must have contributed to the bank in order to request and be eligible to receive days from the Bank. The employee will submit a letter requesting the number of days and the reason for the leave to the superintendent. In addition, a document from the employee's health care provider stating the diagnosis, treatment plan, and estimated return to work date must accompany the request, or in case of emergency, be submitted as soon as the information is determined.
4. After all accumulated sick leave and personal leave have been exhausted, the maximum withdrawal from the Bank is twenty (20) days per incident. If the bank recipient has had to utilize all of the allotted 20 days from the bank, and the catastrophic condition continues, the recipient may appeal to the emergency leave bank committee for up to an additional 10 days. Five (5) of these days will be paid back to the bank at the rate of one half day per year until completed or the employee retires or resigns. Medical procedures which are elective in nature or that can be reasonably occur outside the member's normal work schedule are not eligible for emergency leave.

## Article 7-D – Emergency Leave Bank (*continued*)

5. The Emergency Leave Bank Committee will be composed of five (5) members; the Superintendent/designee; the PNEA President/designee; the Building Principal; the Building PNEA Representative, and; the full-time school nurse.
6. The Committee shall consider granting emergency leave from the bank for catastrophic or chronic conditions affecting the employee. Pregnancy is excluded unless there are complications falling under the catastrophic and chronic definitions.
7. Decisions of the Emergency Leave Bank Committee shall be final and not subject to the grievance procedure.
8. An employee who is not satisfied with the decision of the District Emergency Leave Bank Committee shall have the right to address within 10 working days the District Emergency Leave Bank Committee and may be accompanied by an Association representative(s).
9. In order to remain in the bank, a member must contribute one additional day when the bank total falls below one hundred (100) days, except within the last thirty (30) calendar days of the contract year.
10. Unused Emergency Leave Bank days will carry into the next year. Carryover amounts do not preclude the annual contribution requirement.

*Amended 1987-88 Change Emergency Bank to new article.*

*Revised 2006-2007 Negotiations*

*Amended 2013-14 Item #4 – appeal for additional 10 days added.*

*Amended 2015-16 Guidelines and clarification added to Items #3 and #4*

### **E. FUNERAL LEAVE**

Five (5) days of non-accumulative leave applicable to relatives of staff member and/or spouse; up to one day of the five to be allowed for persons other than family.

*Adopted during 1971-72 Meet and Confer Sessions, Effective July 1, 1972.*

*Amended to include daughter-in-law, son-in-law and grandchildren during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.*

*Amended to include blood-line relatives during 1979-80 Meet and Confer Sessions. Effective July 1, 1980.*

*Amended to include words “and/or spouse” during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.*

*Amended to delete “Blood-line” during 1984-85 Meet and Confer Sessions. Effective July 1985.*

*Amended to add “---one day for persons other than family” Negotiations 1987-88.*

### **F. ASSOCIATION LEAVE**

At the beginning of each school year, the organization or association that receives recognition by the Board of Education as the exclusive representative shall be credited with five (5) days to be used by certified staff members. The association president agrees to notify the Board of Education no less than 72 hours prior to requested date for a leave of absence. All such leaves shall be in conjunction with association business.

If additional days are needed, the president of the association shall meet and confer with the superintendent, and if warranted, additional days will be granted.

*Adopted during 1974-75 Meet and Confer Sessions. Effective July 1, 1975.*

*Amended during 1979-80 Meet and Confer Session to 1/200 deduction. Effective July 1, 1980.*

*Amended during 1980-81 Meet and Confer Sessions by adding word “president” after the word association. Effective July 1, 1981.*

## Article 7-F – Leave of Absence – Association Leave - *(continued)*

*Amended during 1988-89-Negotiations-Adding two (2) days Professional leave.*

*Amended during 1994-95 Negotiations adding- If additional days are needed.*

### **G. LEAVE OF ABSENCE - CURRICULUM IMPROVEMENT**

Teachers may request a leave of absence for the purpose of teachers visiting outstanding schools, attending workshops and conferences relating to curriculum improvement. When making such request, the teacher shall submit a Leave Request form to the building principal and assistant superintendent, which requests the following information:

1. Date leave of absence requested
2. Location of conference, workshop or school to be visited
3. Reason for request
4. Estimated expenses, such as:
  - a. Mileage
  - b. Fees
  - c. Meals
  - d. Lodging

Said leave shall be requested at least seven days prior to the expected absence. When considering applications for curriculum leave, the following will be considered:

- a. Availability of funds
- b. Appropriateness of request in regard to USD 382 curriculum thrust.
  
- c. Number of curriculum leave applications approved to-date.
- d. All leave of absence requests will be reviewed by the Superintendent of Schools.

The superintendent or designee shall have the authority to grant leaves not to exceed two (2) consecutive school days for any employee during any school year. Teachers making applications for curriculum leave will be notified of acceptance or denial within forty-eight hours of receipt of the request.

*Adopted during the 1974-75 Meet and Confer Sessions. Effective July 1, 1975.*

*Amended to include more specific procedures and number of days allocated during 1977-78 Meet and Confer Sessions. Effective July 1, 1978.*

*Amended 1982, Effective July 1, 1982.*

### **H. ADOPTIVE LEAVE**

A teacher may use up to 10 days of his or her sick leave for the purpose of adopting a child. In the event both spouses of the family are employed by USD 382 only one spouse may use sick leave for adoption purposes.

*Article 7 G & H adopted during 1986-87 Sessions*

### **I. SABBATICAL LEAVE**

1. The purpose for such a leave is for professional development.
2. The employee would be eligible after a minimum of seven consecutive years in USD 382.
3. The employee seeking sabbatical leave will submit a plan of study to the building principal, and with Superintendent approval, will be forwarded to the BOE for final approval. Approval is subject to finding a suitable replacement. No more than two percent of the certified district faculty at any one time will be granted sabbatical leave.
4. The plan will include the following: the length and dates of leave (not to exceed one year), an outline of study, and a professional goal statement. Application must be made prior to March 1 of the year immediately before the requested leave. Documentation of successful completion of the plan of study will

## Article 7-I – Sabbatical Leave (*continued*)

be presented to the superintendent of schools to be eligible for reinstatement to the prior position. If a medical/personal hardship exists that causes non-completion of the plan, a committee made up of three (3) members chosen by P-NEA and three (3) members chosen by the superintendent will hear the individual appeal and will determine if a waiver is appropriate.

5. The employee seeking sabbatical will submit a letter of intent to return to his/her position for a minimum of one year.
6. The employee seeking sabbatical would be eligible to purchase the district's insurance during the sabbatical (COBRA) at his/her expense.

*Adopted during 2000-2001 Negotiations*

### **J. FAMILY AND MEDICAL LEAVE PLAN**

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or adoption of a child or to care for a child with a serious health condition.

Leave is available because of (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or (4) a serious health condition of the employee that prevents the employee from performing the job functions. (Leave for

reason 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason or the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date, or other time as the employee and superintendent may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. The reasons that leave will count as family and medical leave,
2. Any requirements for medical certification
3. Employer requirement of substituting paid leave,
4. Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share.
5. Right to be restored to same or equivalent job,
6. Any employer required fitness-for-duty certifications.

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

## Article 7-IJ – Family and Medical Leave Plan *(continued)*

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions, the superintendent may require an instructional employee to continue leave until the end of a semester, if:

1. The leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or,
2. The leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

### **K. ASSAULT LEAVE**

If a certified staff member is hospitalized or at home under doctor's orders due to a physical assault arising out of and in the course of employment as covered by Workers Compensation, no loss of pay or accumulated leave time will occur. District insurance, KPERS, or Social Security disability will be primary in paying this benefit. If pay from the primary provider is less than salary, the district will pay the difference.

The estate of a deceased employee is not entitled to this benefit. If the staff member has been declared permanently disabled and receives disability benefits, she/he will no longer be eligible for this benefit.

*K. Adopted during 2003-04 Meet and Confer Sessions*

## **ARTICLE 8 SALARY REDUCTION**

### **A. SALARY REDUCTION**

Pratt USD 382 shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1934, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program. The employee may make any salary reduction request by

September 1 or January 1. Reductions shall remain in force throughout the remainder of the plan year (Oct. 1 through Sept. 30) or upon termination of employment with the district, whichever occurs first. Items by which the employee may reduce his/her contract are as follows:

1. Health Insurance
2. Cancer Insurance
3. Salary Protection Insurance
4. Group Life Insurance up to \$50,000
5. Dental Insurance
6. Dependent Care
7. Un-reimbursable Medical Expenses (Any administration expense shall borne by the member using this benefit.)

A plan participant will be allowed to change health care insurance status if the change is due to a change in family status (e.g.: marriage, divorce, death of spouse or child, birth or adoption of child, or change of employment status of a teacher or their spouse).

*Adopted during the 1973-74 Meet and Confer Sessions. Effective July 1, 1974.*

*Amended during 1976-77 Meet and Confer Sessions. Effective July 1, 1977 to include annuity option. Amended during 1978-79 Meet and Confer Sessions to increase benefit from \$30.00 to \$40.00. Continuation of American Fidelity Option. Amended during 1979-80 Meet and Confer Sessions to increase benefit from \$40.00 to \$50.00.*

*Amended 1995-96 Negotiations*

*Effective July 1, 1980.*

*Amended during 1980-81 Meet and Confer Sessions in increase benefit from \$50.00 to \$65.00.*

*Effective July 1, 1981.*

## Article 8 – Salary Reductions *(continued)*

*Amended during 1981-82 Sessions to increase benefit from \$65.00 to \$70.00. Effective July 1, 1982.*

*Amended during 1982-83 Sessions to increase benefit from \$70.00 to \$85.00. Effective July 1, 1983.*

*Amended during 1983-84 Sessions to increase benefit from \$85.00 to \$93.50. Effective July 1, 1984.*

*Amended during 1984-85 Sessions to increase from \$93.50 to \$101.00. Effective July 1, 1985.*

*Amended during 1985-86 Sessions to increase benefit from \$101.00 to \$105.00. Effective July 1, 1986.*

*Amended during 1986-87 Sessions to increase benefit from \$105.00 to \$109.00. Effective July 1, 1987.*

*Amended from 1987-88 negotiations from Fringe Benefit to Salary Reduction and Salary*

*Reduction for Annuities Increase Benefit from monthly \$109.00 to annual \$1,363.00 to be added to teacher's salary.*

*Amended during 1988-89 negotiations to increase benefit from \$1,363.00 to \$1,424.00 annually to be added to teachers salary.*

*Amended during '90-'91 to increase from \$1,454 to \$1,552.*

*Amended during '91-'92 to increase from \$1,552 to \$1,680.*

*Amended during '92-'93 to increase from \$1,680 to \$1,820.*

*\* \$1,680 applies to those who choose not to subscribe to Pratt USD 382 group health insurance plan.*

*\*\*\$1,820 applies to those who subscribe to Pratt USD 382 group health insurance plan.*

*Future increases in "fringe" will only be applied to a USD 382 group health insurance plan.*

*Amended 1994-95 Increase from \$1820 to \$1840 (see above explanation)*

*Amended 1995-96 to follow defined benefit (Section C)*

*Amended 2004-05 negotiations to change salary reduction request dates.*

*Amended 2007-08 negotiations to change salary reduction request dates.*

### **B. TAX-SHELTERED ANNUITIES**

1. The Board shall transmit tax-sheltered annuity funds on behalf of its employees pursuant to K.S.A. 72-8602. A committee will be established to create and monitor implementation of the district plan documents for 403(b) tax sheltered annuity offerings. The committee will be composed of nine (9) members; the Superintendent/designee and two representatives from the administration team; the P-NEA president and two certified staff representatives as chosen by the president and; three (3) classified staff members.
2. 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 in accordance with the district's 403b provider's regulations. An authorization form from the district's 403b provider will need to be returned to the Central Office prior to the 15<sup>th</sup> of the month.

*Amended 1987-88 Negotiations. Amended 1996-97 Meet & Confer. Effective July 1, 1997.*

*Amended 2004-05 to add reference to Appendix A*

*Amended 2007-08 addition of committee*

*Amended 2011/12 to allow adjustments per 403b provider/#3 moved from Article 18*

### **C. HEALTH INSURANCE BENEFIT**

The Board of Education shall contribute to each full-time teacher the legal benefit amount as required by the district's health insurance carrier and/or Health Care Reform Act of 2010 for either a basic core single or family health premium. A proportional amount will be applied to those whose employment status is less than full-time. If both spouses are employed by the district, the legal benefit amount for each spouse may be applied to the purchase of a family membership. Contributions toward health insurance under this statement shall never be greater than the total premium. Further, the Board of Education shall pay a single dental insurance benefit for each employee who chooses dental insurance. There is no cash in lieu of these options.

For 2017-2018, the legal benefit amount for a basic core single premium is \$473.00 per month plus a single dental benefit of \$35.36. The legal benefit amount for a family premium is \$922.00 per month plus a single dental benefit amount of \$35.36.

At such a time a health insurance divisible surplus is received from the district health insurance provider, the



Article 8-C Health Insurance Benefit (*continued*)

district will notify the P-NEA President within 5 school days. The P-NEA President and the Superintendent will determine the distribution of monies to the subscribers.

*Revised in 2006-2007 Negotiations to remove State Health Insurance and establish new percentage benefits effective January 1, 2007.*

*Amended during 2008-09 Negotiations – paragraph on divisible surplus added.*

*Amended during 2010-11 Negotiations – changed from % of premium to the legal benefit amount required by insurance carrier and/or Health Care Reform Act of 2010.*

*Amended during 2012-13: premium amounts will be stated.*

**D. FLU SHOTS or BLOOD TESTS**

The board shall contribute \$20.00 per year for each employee who opts to take flu shots or diagnostic blood tests. A voucher of expense, up to the allowable \$20.00, shall be filed by the employee for reimbursement.

*Added 1995-96 Negotiations- C. Defined Benefit*

*Amended during 1996-97 Meet and Confer Sessions, Effective July 1, 1997*

*Amended during 1998-99 Meet and Confer Sessions,*

*Amended during 1999-00 Negotiations. Effective July 1, 2000 - Increase \$35.00 health contribution to \$70.00*

*Amended 2001-02 Negotiations - Defined Benefit Grandfather Provision and State Health Insurance and Blood Test Added*

*Revised 2006-2007 Negotiations from \$15 to \$20.*

**ARTICLE 9  
PLANNING TIME**

A. In order to provide individual planning time to all buildings and facilitate the more efficient use of provided time, all buildings shall be dismissed at 11:30 a.m. on the last day of the first, second, and third nine weeks and the last day of school. Planning time shall be provided from 1:00 p.m. to 3:50 p.m. If agreed upon by the individual teacher and the building administrator, the teacher may be dismissed prior to 3:30 p.m.

The emphasis of these planning times shall be upon individual classroom teacher planning and upon the administrative duties involving student grading and evaluation. These planning times may, however, be utilized for departmental meetings, level meetings, or other district activities provided it is agreed upon by a majority of the faculty and administration.

B. A teacher who accepts a teaching assignment during his/her planning period will receive compensation prorated according to the number of instructional and planning period hours and the teacher's base teaching contract. This compensation applies only to teaching assignments requested by an administrator.

*Adopted during 1974-75 Meet and Confer Session. Effective July 1, 1975.*

*Amended during 1977-78 Meet and Confer Sessions to modify the schedule for the month of January from the third or fourth Wednesday to the Friday to the end of the first semester.*

*Amended 1987-88 Negotiations.*

*Amended 2009-10 Negotiations to add B – teaching assignment during planning period.*

*Amended 2017-18 Negotiations – early dismissal time changed to 11:30 for the last day of first, second and third nine weeks.*

**ARTICLE 10**  
**ADDITIONAL CONTRACT AND QUALITY PERFORMANCE ACCREDITATION WORK**

**A. Additional Contracts**

Twenty weeks of additional contracts.

**B. Criteria**

Interested instructional staff members shall make application before May 1 of each year. (Application forms shall be prescribed by the Superintendent of Schools). Teachers shall have at least two (2) years of in-district teaching experience or one (1) year of in-district experience provided the teacher has at least three (3) years out-of-district experience.

Instructional staff with BS+15 or above shall receive first consideration, however, other staff members shall receive consideration. Instructional staff members shall have on file a signed contract for the next school term. Instructional staff members shall be recommended by the building administrator(s). Superintendent of Schools may designate suggested curriculum areas of study. Instructional staff members shall receive final approval from the Superintendent or his designee and a committee consisting of one faculty member appointed by the PNEA President and one member of the instructional staff appointed by the administration. Unanimous approval of the three member committee is required. Should a unanimous consensus not be reached, the Superintendent shall make the final determination.

The number of summer assignments shall depend on the availability of funds. As to the number of summer assignments available to staff in each building, said number shall be determined on the basis of enrollment as nearly as possible.

<b>For Example:</b>	<b>USD No. 382</b>	<b>20 Assignments</b>	
		Senior High	6 weeks of summer assignments
		Liberty	5 weeks of summer assignments
		Elementary	9 weeks of summer assignments

Salary shall be in accordance with the following schedule: A teacher will receive \$20.00 an hour for additional contract work. Compensation for additional contracts will be paid in one installment on or before September 10 of the same calendar year. Teacher assignments for additional contracts are five (5), eight (8) hour days per week. Those hours may be between 8:00 a.m. and 4:00 p.m. with no lunch hour or 8:00 a.m. to 5:00 p.m. with an hour lunch.

**C. Criteria & Compensation for Kansas Education Systems Accreditation (KESA) Committee Work**

1. Instructional staff members shall be recommended by the building administrator(s).
2. Superintendent of Schools may designate areas of study.
3. Compensation would be paid for time outside the contractual responsibility (before 8 A.M. and after 3:50 P.M.)
4. For curriculum approved conference seminars where expenses are paid by the district there would be no compensation.
5. Five substitute days will be allocated to each attendance center for use during the year as designated by the building administrator for use with committee work directly associated with KESA school improvement.
6. An annual amount published along with other building budgets will be allocated district wide and distributed to the attendance centers on a equal FTE allotment for use during the year as designated by the building administrator for use with committee work directly associated with KESA school improvement. The rate per hour for KESA work outside of contractual time will be reimbursed at the rate of \$20.00 per hour. The total amount expended for this reimbursement will never exceed allocated amount received by each building for this purpose as stated above. The following committees are covered by the items in this paragraph:

KESA Building Improvement Committee  
KESA Target Area Committees

Article 10 -C- Criteria & Compensation for *(continued)*

KESA School Profile Committee

7. District Steering Committee and the Professional Development Council will be reimbursed at the rate of \$20.00 per hour for work outside the contractual time. The total amount allowed for these two committees will be outside the building allocation mentioned above. These committee meetings will be scheduled by the district office, annually.

*Adopted during 1972-73 Meet and Confer Sessions. Effective July 1, 1973.*

*Amended to include payment on September 10 during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.*

*Amended during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.*

*Amended during 1980-81 Meet and Confer Sessions to include a three-member committee for recommending extended contracts. Effective July 1, 1981.*

*Amended during 1991-92 Meet and Confer Sessions. Effective July 1, 1992.*

*Amended during 1992-93 Meet and Confer Sessions, Effective July 1, 1993.*

*Amended during 1996-97 Meet and Confer Sessions, Effective July 1, 1997*

*"Summer assignments" amended to \$15.00 per hour, during 2002-03 negotiations.*

*Amended during 2005-06 Negotiations. \$20.00 per hour and removal of chairperson hourly pay.*

*Amended during 2017/18 Negotiations. QPA/NCA changed to KESA*

**D Criteria & Compensation for Extended Contracts**

Faculty members on nine and one-half (9 1/2) months contracts are to be paid one-eighteenth (1/18) of their contract. Faculty members on ten-month contracts are to be paid one-ninth (1/9) of their contract. Eleven-month contracts would be two-ninths (2/9).

Compensation for extended year contracts will be paid in prorated monthly installments with the regularly scheduled payroll.

*Adopted during the 1981-82 Meet and Confer Session. Effective July 1, 1982.*

*Adopted during the 1982-83 Meet and Confer Session. Effective July 1, 1983.*

*Adopted during the 1983-84 Meet and Confer Session. Effective July 1, 1984.*

*Amended during 2002-03 Negotiations. Effective July 1, 2002.*

*Amended during 2005-06 negotiations to remove September 10 payment date for extended contracts.*

*Moved advancement requirements to Item A in Negotiations 2006-2007.*

**E. Loss of Extended Contracts**

An extended contract for the following school year may be reduced by any number of days upon written notification by May 1 prior to the new school year. This notification will include an explanation for the reduction and/or a written description of those duties no longer needed.

*E. Added during 2010-11 Negotiations. Effective July 1, 2010*

**ARTICLE 11  
COMPENSATION**

**A. Requirements for Movement on Salary Schedule**

The Professional Development Council will approve professional development points on individual plans completed annually by all certified teaching staff. Points earned beginning with the 1991-92 school year shall be accepted for movement on the salary schedule at a rate of 20 points = 1 hour. The board may accept in-service points for new teachers employed by the board but such points shall be limited to those points earned during the school year immediately preceding the school year such teacher is first employed by the board.

Points and hours earned toward advancement on the salary schedule may be used only once toward

Article 11 – Compensation (*continued*)

advancement at each degree level. No movement shall be made on the salary schedule if a teacher’s license is delinquent or suspended.

Advancement to the “BS + 15” column requires a total of 300 PDC points. Of the 300, 160 points must be achieved by completing at least 8 college graduate hours. The remainder of the 300 points may be earned from PDC points or additional college graduate courses.

Advancement to the “BS + 25” column requires a total of 500 PDC points. Of the 500, 240 points must be achieved by completing at least 12 college graduate hours. This may or may not include the 8 hours used to reach the “BS+15” column. The remainder of the 500 points may be earned from PDC points or additional college graduate course.

*Adopted during 1975-76 Meet and Confer Sessions. Effective July 1, 1976*

*Amended to “approved” points during 2002-03 negotiations.*

*Revised during 2006-2007 Negotiations to clarify horizontal movement and application of PDC points and hours.*

*Revised during the 2010-11 Negotiations to eliminate advanced degree outline requirement for advancement beyond the BS+15 columns.*

*Revised during the 2012-13 Negotiations to improve the language regarding advancement to the BS + 15 and BS + 25 columns.*

**B. Pay Date**

The pay date of an employee shall be the twenty-fifth (25th) day of each calendar month beginning in September. New employees will receive a three-hundred sixty dollar check, which will be deducted from the teacher’s gross salary in amounts of \$30.00 per month for twelve months. The three-hundred sixty dollar payroll check less applicable taxes will be payable on August 25<sup>th</sup> of each year.

*Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.*

*Revised payment date for new employee pay option in 2006-2007 Negotiations.*

**C. Supplemental Salary Schedule** See pages 23-25.

**D. Credit for Experience Outside Pratt USD 382**

Experience credit for new hires shall be granted on a year for year basis except when:

1. The prior experience has been in a field different from the field in which the teacher will be assigned in USD 382 or
2. There has been an interruption in the experience.
3. In the event either or both of the above occur then the Administration may apply the following:

Experience	Increments
1	1
2-3	2
4-5	3
6-7	4
8-9	5
10-11	6
12-13	7
14 & above	8

*Adopted prior to 1971-72. Effective July 1, 1971.*

*(N) Adopted March 22, 1976*

*Amended 1987-88 Negotiations*

*Amended 1990-91 Negotiations*

*Amended 2001-02 Negotiations*

**E. Cancellation or Change of Teacher Contract**

1. That cancellation or change of this contract shall be permitted only upon the mutual consent of the teacher and Board. Said teacher may be released from the contract only after a satisfactory replacement is secured. The damage clause for breaking a contract agreed upon through negotiations and herein stated shall be in effect at the issuance of the contractual period:

1-30 days after statutory notification date .....	2%
31-60 days after statutory notification date.....	3%
61-90 days after statutory notification date.....	4%
91 days or more after statutory notification date .....	5%

2. Exception to the damage clause for staff resignations due to pregnancy, child adoption, or job change of spouse requiring relocating in another community, could be granted subject to review and approval by a committee of three individuals (one appointed by administration, one appointed by P-NEA President, and one appointed by teacher involved) and approval by USD 382 Board of Education.

3. Written notice of intention to nonrenew a contract shall be served by a board upon any teacher on or before the third Friday in May. A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14<sup>th</sup> calendar day following the third Friday in May or, if applicable, not later than 15 days after the issuance of a unilateral contract as authorized by K.S.A. 72-5428a, and amendments thereto, whichever is the later date.

*Amended 2013/14 Negotiations - percentage amounts increased by 1%*

*Amended 2017/18 Negotiations – included language regarding notice of termination or nonrenewal of teacher contracts.*

**F. Salary Deduction**

In order to make professional dues easier to pay, teachers may notify the president of the local teachers association prior to September 15 of each year to withhold their annual professional dues in ten (10) equal payments. The President of the P-NEA will provide a list of said teachers to the district business office. Dues will be withheld from October through July.

*Article 11 adopted during 1970-71 Meet and Confer Sessions. Effective July 1, 1971.*

*Amended to add Item I during 1978-79 Meet and Confer Sessions. Effective July 1, 1979.*

*Amended to add Item H2 during 1979-80 Meet and Confer Sessions. Effective July 1, 1980.*

*Amended to change number of equal payments for annual professional dues to ten (10) (Item I). Effective July 1, 1980.*

*Amended to include word change in H2 during 1980-81 Meet and Confer Sessions. Effective July 1, 1981.*

*Amended Article 11 A to conform more closely with certification standards. June 1982.*

*Amended Article D during negotiations session 1990-91. Effective July 1, 1991.*

*Amended during 2001-02 Negotiations.*

*Amended to allow staff members over age 60 to advance on schedule during 2005-06 negotiations.*

*Amended during 2010-11 Negotiations - Article E to reflect changes made at state level.*



**SUPPLEMENTAL SALARY SCHEDULE  
CO-CURRICULAR**

**SENIOR HIGH SCHOOL:**

<b>ACTIVITY</b>	<b>HEAD</b>	<b>ASST</b>
Football	10.0%****	7.0%****
Basketball	10.0%	7.0%
Track	10.0%	6.0%
Wrestling	10.0%	7.0%
Instrumental Music ***	11.0%	4.0%
Baseball/Softball	9.0%	6.0%
Volleyball	9.0%	6.0%
Vocal Music	7.0%	4.0%
Tennis	7.0%	5.0%
Cross Country	7.0%	5.0%
Assistant Activity Director **	6.0%	
Debate	7.0%	4.0%
Golf	6.0%	4.0%
Fall Sports Cheerleader Sponsor	7.0%	4.0%
Winter Sports Cheerleader Sponsor	7.0%	4.0%
Forensics	7.0%	4.0%
Pep Club Co-Sponsors (each)	3.0%	
Publications	3.0%	
Major Musical Head	8.0%	5.0%
KAY Club Sponsor	3.0%	
State Scholarship Bowl	5.0%	3.0%
Student Council Sponsor	2.5%	
National Honor Society Sponsor	2.5%	
Faculty Council Member of NHS	1.0%	
Math (SIGMA) Club	1.0%	
FCCLA	2.0%	
Eco-Meet	5.0%	
TSA	2.0%	
FBLA	1.0%	
Bot-Ball/Robotics	5.0%	
Science Olympiad	5.0%	
QPA/NCA Chairperson	5.0%	
PHS Color Guard	2.0%	
PHS Prom Sponsor	2.5%	

Activity assignments determined by activity responsibilities and/or participation numbers.

\*\*Assistant Activity Director may be split to 2% for fall, 3% for winter and 1% for spring.  
Unless otherwise stated, co-sponsors will split the supplemental percentage, equally.

\*\*\* A total of 15% will be split between the Head and Assistant Instrumental Music positions determined by the duties/time outside of class time.

\*\*\*\* Supplemental pay for football coaches will be increased by ½% when season extends beyond week 10.

## LIBERTY MIDDLE SCHOOL:

ACTIVITY	HEAD	ASST
Track	7.0%	4.5%
Football	7.0%	4.5%
Basketball	7.0%	4.5%
Volleyball	7.0%	4.5%
Wrestling	7.0%	4.5%
Cheerleader Sponsor	5.0%	3.0%
Instrumental Music	4.5%	
Vocal	3.0%	
Science Olympiad	5.0%	
Builder's Club	2.0%	
Scholar's Bowl	3.5%	2.5%
QPA/NCA Chairperson	5.0%	

## ELEMENTARY SCHOOLS:

ACTIVITY	HEAD	ASST
Vocal	3.0%	
QPA/NCA Chairperson (1 per school)	5.0%	
Southwest Title I Plan Coordinator	2.0%	
Title I Parent Involvement Coordinator	# of students per building @ \$10.00/student	
Yearbook	\$1,200.00	

Activity assignments determined by activity responsibilities and/or participation numbers. Unless otherwise stated, co-sponsors will split the supplemental percentage, equally.

*Adopted during 1977-78 Meet and Confer Sessions, Effective July 1, 1978.*

*(N) Board of Education Policy Book Adopted, March 27, 1978.*

*Amended during 1978-88 Session. Effective July 1, 1988.*

*Amended during 1990-91 Session. Effective July 1, 1991.*

*Amended during 1995-96 Session. Effective August 19, 1996.*

*Amended during 1997-98 Session. Effective July 1, 1998*

*Amended during 1998-99 Session. Effective August, 1999*

*Amended during 1999-00 Negotiations. Effective July 1, 2000*

*Amended during 2000-01 Negotiations.*

*Amended during 2001-02 Negotiations*

*Faculty Council added during 2003-04 Negotiations*

*Fall/Winter Cheerleader Sponsor added during 2004-05 Negotiations*

*Amended during 2005-06 Negotiations. Added co-curricular clubs and NCA/QPA Chairs.*

*Amended during 2008-09 Negotiations. Changed title from Bot-ball to Bot-ball/Robotics.*

*Amended during 2009-10 Negotiations. Added Title I Plan and Parent Involvement Coordinators at HES/SW.*

*Amended during 2010-11 Negotiations. Added Scholar's Bowl at LMS.*

*Amended during 2013/14 Negotiations. Increased Major Musical Head to 8%, Musical Asst. to 5%, Eco-Meet Sponsor 5%, Robotics 5% and Science Olympiad at LMS and PHS to 5%*

*Amended during 2014/15 Negotiations. Eliminated "freshman" coaching position and regard as assistant coaches and pay the percentage that all assistants receive; increased PHS Student Council and NHS sponsors from 2 to 2.5%; increased PHS KAY Club Sponsor from 2.5 to 3% and increased LMS head football, basketball, volleyball and wrestling coaches to 7%.*

*Amended during 2016-17 Negotiations. Increased PHS Scholar's Bowl to 4%, PHS Band/Asst Band adjusted to split a total of 15% based on duties /time outside of class, increased LMS band to 4.5% and added stipend for elementary yearbook.*

*Amended during 2017-18 Negotiations. Added ½% to Football supplementals when season extends beyond 10 weeks.*

*Increased State Scholar Bowl from 4%/2% at LMS/PHS to 5%/3.5% and added assistants at both levels and added PHS Color Guard and PHS Prom Sponsor during 2018-19 Negotiations.*



Article 12 – Supplemental Salary Schedule (*continued*)

**INTRAMURALS**

**Liberty Middle School**

<b>ACTIVITY</b>	<b>TIME PERIOD</b>	<b>PLACE</b>	<b>DURATION</b>	<b>COMPENSATION</b>
Flag Football	Sept. - Oct.	8th & High/Zerger	10 Days	1.5% - Director 75.00 - Student Asst.
Volleyball	Sept. - Oct.	Municipal/LMS	10 Days	1.5% - Director 75.00 - Student Asst.
Boy's BB	March	Municipal/LMS	5 Days	1.0% - Director + Student Asst. (4) @ \$50.00 each
Girl's BB	March	Municipal/LMS	5 Days	1.0% - Director + Student Asst. (4) @ \$50.00 each
Wrestling	End of PHS	PHS/LMS	5 Days	1.0% - Director 50.00 - Student Asst.
Tennis	End of PHS	Graves Complex	5 days	1.0% - Director \$50.00 - Student Asst.

*Adopted during 1982-83 Sessions. Effective July 1, 1983*  
*Amended during 1995-96 Sessions. Effective August 19, 1996*  
*Amended during 1998-99 Sessions. Effective August 1999*  
*Amended during 1999-00 Negotiations. Effective July 1, 2000*

**SUPPLEMENTAL SALARIES - SCHOOL FUNCTIONS**

Commencing with the 1996-97 school year, the athletic director shall submit to the building principals and the Superintendent of Schools a proposed budget for duties performed by school personnel outside the school day with regard to time-keepers, admission personnel, etc. for their approval. The budget shall be categorized by activity. Specifically, the activities involved will be KSHSAA sanctioned events in Grades 8-12 and K-12 approved supervisory assignments unrelated to the teacher's contractual assignment. Maximum stipend shall be \$15.00 per hour for the actual time worked. All payments will be made from the specific activity budget involved. Furthermore, no coach/sponsor shall be paid beyond their contracted supplemental amount to work or supervise at a school activity for which they are the coaching/sponsoring or during the time that they are supervising athletes/participants as part of their coaching/sponsoring assignment.

All payment of salaries shall be subject to the final approval by the principal involved in the activity.

*Adopted during 1977-78 Meet and Confer Sessions. Effective July 1, 1978.*  
*(N) Board of Education Policy Book Adoption - March 27, 1978*  
*Amended during 1979-80 Meet and Confer Session. Effective July 1, 1980*  
*Amended to change maximum stipend from \$8.00 to \$10.00 during 1984-85*  
*Meet and Confer Sessions. Effective July 1, 1985.*

## Article 12 – Supplemental Salary Schedule - *(continued)*

*Amended language and changed maximum stipend from \$10.00 to \$5.00 per hour during 1995-96 Meet and Confer Session. Effective August 19, 1996*

*Amended 1996-97 Meet and Confer Session, Minimum Wage Law change, Effective Sept. 1, 1997*

*Amended in 2005-06 Negotiations to pertain to all coaches/sponsors and establish \$15 hourly rate.*

### **ARTICLE 12.5 COMPENSATION FOR SUMMER SCHOOL**

The Board of Education may determine that summer school or summer courses, to include driver's education, as needed, shall be offered under the following conditions:

1. The Board shall determine the length of time and hours per day that school shall be in session. Eight hours shall be considered a full day including up to one hour for planning.
2. The Board shall determine what subjects are to be taught and at what level.
3. The Board reserves the right to employ any qualified teacher to teach the program.
4. Pay shall be determined by dividing the individual teacher's placement on-the salary schedule in effect on June 1 of the year summer school is to be taught by the actual number of duty days of the current contract year. That figure shall then be multiplied by the number of hours to be employed each day and then divided by 8 to determine a daily rate. The daily rate shall then be multiplied by the number of days to be worked to determine the amount to be paid to the teacher.
5. Certified summer school teachers currently not under contract with Pratt USD #382 will be compensated using the calculation in item 4, with the base of the salary schedule as the placement, regardless of experience or education.
6. Neither leave benefits nor fringe benefits shall be a part of conditions of employment for the summer school program.

*Adopted during 1982-83 Sessions. Effective July 1, 1983.*

*Supplemental Salaries - School Functions - continue*

*Amended during Negotiations 2005-06 to include Driver's Ed and teacher salary schedule placement as base.*

*Amended during Negotiation 2012-13 - language changed to "actual duty days" from 188 days when determining pay.*

### **ARTICLE 12.6 OTHER COMPENSATION**

#### **A. SUSPENSION SUPERVISION**

Teachers who are employed to supervise the suspension room, outside the contracted hours of 8:00 a.m. to 3:50 p.m., will receive \$15.00 per hour as supervisor. Administrators will manage the schedule to provide for no less than one-half hour increments.

#### **B. HOMEWORK AND TUTORING SUPERVISION**

Teachers who are employed to conduct homework or tutoring sessions, outside the contracted hours of 8:00 a.m. to 3:50 p.m., will receive \$20.00 per hour. Administrators will manage the schedule to provide for no less than one-half hour increments.

#### **C. PAY FOR SUBSTITUTING DURING PLAN PERIOD**

The district will pay teachers who are requested by the building administrator, or designee, to use plan time to substitute for another teacher who is absent due to a USD 382 school activity or illness. A certified employee with no scheduled planning period will be compensated for up to one plan period or one hour per day. The pay will be equivalent to existing substitute teacher rates of pay but no less than \$20 per clock hour.

**D. PAY FOR ADMINISTRATOR INITIATED TRANSFERS**

An involuntary/administrator transfer shall be made only after a meeting between the employee involved and/or a representative of his/her choice and the superintendent or his/her designee at which time the employee shall be given written notice that includes the building where the employee is to be reassigned, grade level and/or subject matter to be taught and the reasons for such transfer.

The district will pay teachers at the rate of \$20.00 per hour for time used to become familiar with new curriculum and planning time due to administrator initiated transfers made after May 31 of the current school year for the following school year or within two weeks of the conclusion of the first semester for second semester classes. Teachers are eligible for up to five days (40 hours) of pay. These administrator-initiated transfers include grade level or assignment changes as well as transfer from one building to another.

Teachers who are asked to relocate classrooms after May 31 or within a 2-week time period during the school term, without a change in curriculum, will be reimbursed for up to 10 hours of pay at a rate of \$15.00 per hour.

Logs of hours worked shall be submitted to the building principal. Payment will be made with the next regularly scheduled payroll.

*Amended during 2010-11 Negotiations – first paragraph was added.*

**E. TUITION REIMBURSEMENT**

Beginning September, 2001, and upon mutual agreement between the certified teacher and district administration, a teacher requested by administration to complete college graduate credits to earn an additional degree or acquire additional certification in a specific subject/course/grade level will be reimbursed for tuition and fees. The teacher must agree to complete the coursework. To be eligible for reimbursement, the teacher:

1. Shall be requested in writing by administration, and
2. Shall have written approval from district administration of a satisfactory program of study from a district approved post-secondary institution, and
3. Shall provide a transcript or other written documentation acceptable to the Superintendent to show successful completion of the credit hours, and
4. Must sign an agreement to remain teaching in USD 382 for a period of at least two years after completing certification or degree.
5. Must complete the prescribed plan within three years of the date of the agreement (for all plans written after September, 2007).

Reimbursement will be made when #3 has been approved by the Superintendent. In the event items #4 and #5 are not met, the teacher will submit a payment to the district for reimbursement of all payments made on the agreement. Reimbursement to the district may be waived or delayed by the district if the teacher experiences unforeseen circumstances that prevent them from fulfilling the 2-year agreement or completing the program in 3 years. These circumstances may include, but are not limited to spouse transfers, serious illness, or death in the immediate family. Arrangements for payroll deduction to meet this repayment requirement may be made with the Superintendent.

*Amended 2007-08 Negotiations, item #5 and repayment to district for non-completion of agreement added.*

**F. DISTRICT-LEVEL ASSIGNMENTS**

Teachers selected to work on district level assignments as determined by the Superintendent, or designee, and meeting the following criteria, may be paid \$20.00 per hour:

1. Only curriculum work approved in advance by the Superintendent, or designee, will be compensated.
2. The work must be completed outside the normal contract hours of 8:00-3:50.
3. Compensation will not be paid when PDC points are being earned.

Article 12.6 – Other Compensation (*continued*)

**G. PEER ASSISTANCE AND MENTORING**

During 2002-03 negotiations, \$25.00 was added to the base for the purpose of compensating all teachers for their professional responsibility to mentor new and veteran staff.

When available from the Kansas State Department of Education, mentors for new teachers with no experience will receive a \$1,000 stipend and \$500 for mentoring a second-year teacher. For a staff member who mentors a new teacher with more than two years teaching experience, he/she will receive a \$250 stipend. The stipends will be disbursed upon receipt from the Kansas State Department of Education.

*Amended 2009-10 Negotiations – addition of 2<sup>nd</sup> paragraph.*

**H. BONUS PAY FOR NEW TEACHER**

The Board reserves the right to offer a signing bonus of up to \$4000.00 to a new teacher in a discipline the Board determines has a shortage of available teachers. The bonus will be paid in two installments with one-half being paid in September of the first year, and the remaining one-half being paid in September of the third year, if the teacher is still teaching in USD 382. The bonus payments will be clearly stated on the teacher's first contract and third contract. The bonus payments will be issued in a separate check.

*Amended 2007-2008 Negotiations, contract statements and issuance of separate check.*

**I. PAY FOR NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS CERTIFICATE**

The Board will pay a one-time stipend of \$1,200.00 to any teacher receiving NBPTS certification.

*Adopted during 2008-09 Negotiations.*

**J. EARLY NOTIFICATION STIPEND**

If a teacher applies for any qualifying KPERS retirement by giving early written notice to the Clerk of the Board, the Board of Education agrees to pay a one-time stipend:

\$1,250.00 if the employee notifies on, or before, December 1, or

\$1,000.00 if the employee notifies on, or before, January 1, or

\$500.00 if the employee notifies on, or before, February 1.

The stipend will be issued in a separate check on or before Dec. 20<sup>th</sup>, Jan. 20<sup>th</sup> or Feb. 20<sup>th</sup> respectively.

*Amended 2007-08 Negotiations, separate check and dates of issuance.*

*Amended 2015-16 Negotiations, December date/stipend added.*

**K. AUTOMOBILE ALLOWANCE**

Mileage reimbursement will be paid when a personal vehicle is used for instructional purposes at the request of administration. Reimbursement will be at the State of Kansas rate as adopted by the Board of Education annually. Reimbursement will be based off of a log submitted by the employee allowing the shortest route between buildings. The logs will be submitted to the clerk. Payment for each semester will be made following the board meeting in January and June.

*Adopted during 1997-98 Negotiations,*

*B., C. and D. added 2001-02 Negotiations,*

*B. amended to add "illness", C. amended to \$15.00 per hour, and E., F., G., and H. added during 2002-03 negotiations.*

*G. Amount amended from \$2000 to \$4000 during 2003-04 Negotiations added 2003-04 Negotiations*

*Amended during 2005-06 Negotiations to reflect \$20 per hour curriculum-related pay.*

*I. Amended 2007-08 Negotiations, logs and reimbursement guidelines.*

Article 12.6 – Other Compensation (*continued*)

**L. MATCHING INVESTMENT FUNDS**

The district will match certified staff members contribution to an annuity up to \$1000.00 per year for those staff members not covered under the district's early retirement plan and who have a minimum of 12 years of continuous service to the district.

*Effective July 1, 2007*

**M. ESL ENDORSEMENT STIPEND**

Upon receipt of an updated Kansas teaching license with the English as a Second Language endorsement listed, USD 382 will award a one-time \$1,000 bonus to the teacher. This bonus will apply only to a teacher who achieved the endorsement during his/her contract with the district. This bonus is retroactive to 2008.

*Adopted during the 2012-13 negotiations session. Effective July 1, 2012.*

**N. WAIVER OF TEXTBOOK RENTAL FEE**

The district will waive the textbook rental fee for children enrolled in USD 382 who reside in the teacher's household or for whom the teacher is legally responsible.

*Adopted during the 2013-14 negotiations session. Effective July 1, 2013.*

**O. SUMMER WEIGHTLIFTING**

The district will pay \$15.00/hour during June, July, and August for a cumulative total of 225 hours of weight room supervision. The Pratt High athletic director will organize and pre-approve the schedule. All coaches and/or physical education teachers are eligible to participate. Payment for supervision will be paid at the end of each month according to the time card submitted.

*Adopted during the 2015-16 negotiations session. Effective June 1, 2015*

*Amended 2017-18 negotiations. Hours/day changed to cumulative total of hours for the months stated.*

**ARTICLE 13  
NOON HOUR DUTY**

**A. Elementary Schools**

PROPOSAL: Employ five (5) non-certified staff at each of the elementary schools in Pratt as follows  
One (1) Supervisor - One hour  
Four (4) Supervisors - One and one-half hours each day

LOCATION OF SUPERVISORS IN EACH ELEMENTARY SCHOOL IN PRATT:

Playground: Two (2) will be employed for 1 1/2 hours

Playground/Lunchroom: One (1) to be assigned at the discretion of the principal and will be employed for one hour

*Amended Negotiations 1987-88*

*Amended Negotiations 2006-2007*

**B. Intermediate School And Senior High School**

Two (2) certified staff members (from the present staff) of each building will be employed to supervise students at such time they are in the Cafeteria. Noon Hour Duty personnel will be offered school lunches at no cost. The stipend shall be 2.5% of the supervisor's base salary, on the following basis: (1) sufficient number of staff members request said duty, and, (2) the individual teaching schedule may be altered to allow the teacher(s)

*Article 13-B - Noon Hour Duty – Intermediate School and Senior High School (continued)*

to have a planning period during lunch. It shall be the responsibility of the teacher(s) to supervise students to and from the Cafeteria. In the event that a sufficient number of certified staff members cannot be employed due to the lack of interest on the part of the staff and/or scheduling problems cannot be resolved, the teacher(s) shall be responsible for their respective students in the Cafeteria.

*Adopted during 1972-73 Meet and Confer Session. Effective July 1, 1973.*

*Adopted during 1976-77 Meet and Confer Sessions. Effective July 1, 1977.*

*Amended during 1977-78 Meet and Confer Sessions to increase salary from \$588.00 to \$650.00 per year*

*Amended during 1988-89 Negotiations - delete section on middle school rotations.*

*Amended during 1999-00 Negotiations, July 1, 2000*

*Amended during 2006-2007 Negotiations to reflect percentage salary.*

## **ARTICLE 14 DUTY YEAR**

### **A. Contractual Days/Number of Days**

The number of duty days for the school year shall not exceed one hundred and eighty-two (182) days. Two half days of the Inservice will be for teachers to work in their individual classrooms.

### **B. Teacher Duty Day**

The duty day for teachers will begin at 7:50 a.m. and end at 3:50 p.m. Student contact time will begin at 8:05 a.m. at Southwest Elementary School and at 8:10 a.m. at Liberty Middle School and Pratt High School and end at 3:30 p.m. at all schools.

### **C. Non-attendance**

Certified staff attendance shall not be required whenever student attendance is not required due to emergency closings because of snow or extreme cold weather.

### **D. Inservice/workdays**

Inservice/workdays will be identified/clarified on the calendar each year to eliminate confusion about use of these professional days. Clarifications will be shown on the one page calendar approved each year by the Board similar to the way they were shown on the 1998-99 calendar.

### **E. Faculty Council**

The faculty council will meet once each semester to discuss options for the calendar to be recommended to the Board.

*Amended during 1997-98 committee process, effective July 1, 1998. Item D & E added.*

*Amended during 2010 -11 Negotiations – Item B Teacher Duty Day added*

*Amended during 2012-13 Negotiations – Item A # of days changed from 188 to 186 and Item B – language concerning late start days was deleted.*

*Amended during 2018-19 Negotiations – Item A # days changed from 186 to 182.*

## **ARTICLE 15 CERTIFIED STAFF EVALUATION**

Pratt USD 382 Evaluation Form and Plan of Assistance attached.

*Adopted during 2001-02 Negotiations*

*Updated during the 2009-10 Negotiations*

*Updated – 2013/14 Negotiations*

# PRATT UNIFIED SCHOOL DISTRICT NO. 382

## TEACHER EVALUATION

### Purpose of Teacher Evaluation

Teacher evaluation is an ongoing process of improving and monitoring instructional effectiveness and overall performance of the teacher by observing instruction, reviewing artifacts of teaching, reviewing evidence of student learning, and establishing professional goals.

Summative evaluation is the periodic objective assessment of a teacher's overall performance. This comprehensive assessment should identify the teacher's strengths, areas needing improvement and provide direction of continued professional growth and development. Summative evaluations are based on the school district's performance area competencies, state law, and board of education policies.

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### Evaluation Process

- Annually, each teacher shall establish personal goals following the process outlined on the Annual Professional Goal sheet (Appendix A). This instrument is designed as a positive growth instrument and is neither optional nor punitive.
- Certified staff in their first two consecutive years of employment will be evaluated twice per year, at least one time in each full semester of employment by no later than the 60th day of school.
- Employees in their third and fourth years must be evaluated at least one time per year no later than the 15th of February.
- After the fourth year, employees will be evaluated at least once every three years and by February 15 of the school year in which the employee is being evaluated.
- The supervising administrator will schedule a pre-observation conference with the teacher in order to discuss the objectives planned during the observation, specific professional goals, and areas that either party has targeted for assistance. This pre-conference and the annual goal-setting conference may be conducted concurrently.
- The administrator shall observe the teacher following the pre-observation conference. This observation shall not preclude other informal observations of the teacher.
- Following the observation, the administrator shall schedule an evaluation conference with the teacher. The teacher may bring a self-evaluation or other documentation (student/parent surveys, portfolios, peer observation data, etc.) to the conference if desired. They may be attached to the supervisor's formal evaluation at the employee's discretion.
- If needed, as a result of the observations and conferences, a Professional Improvement Plan (Appendix B) will be filed to assist the teacher in documenting improvement.
- The formal evaluation must be signed by the administrator and the employee. The teacher may respond in writing within two weeks of the time the conference is held. Signed copies shall be made for the principal, teacher and superintendent.
- In the event the teacher disagrees with the evaluation, a review by the superintendent may be requested. Such request must be in writing and submitted, with a copy to the evaluator, within two weeks of the conference.
- Written communication shall be sent to the employee on or before the third Friday in May if employee's contract is to be terminated at the close of the school year. The notice of termination must have prior approval by the Board of Education.
- The employee must notify the Board of Education on or before the 14<sup>th</sup> calendar day following the third Friday in May of intent to discontinue employment.
- The evaluation report will be considered confidential and maintained in a personnel file for each employee for a period of not less than three years from the date each evaluation is conducted per Kansas statute.
- The teacher's file in the principal's office shall be open to the inspection of the teacher at all times, except for credentials and other related papers from teacher placement bureaus which are confidential.





**USD 382-Pratt**  
**Observation Form**

Teacher: \_\_\_\_\_

School: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Subject/Grade \_\_\_\_\_

1. Describe unit, skills, or concepts being taught.

2. Highlights of the lesson:

3. Suggestions:

4. Comments:

\_\_\_\_\_  
Teacher's Signature / Date

\_\_\_\_\_  
Evaluator's Signature / Date

## **USD 382-Pratt**

### **Guidelines for Plan of Assistance**

**In the event that a teacher does not meet the standards of the teacher evaluation, the following steps are to be taken by the evaluator:**

- 1. Prepare a plan of assistance using the attached form.**
- 2. Review at the evaluation conference or at a scheduled meeting performance standards not met. The evaluator will present and discuss the assistance plan with the teacher.**
- 3. Monitor the teacher's performance according to the plan of assistance.**
- 4. Meet and confer with the teacher according to the timeline established on the plan of assistance. Provide 5 working days for the teacher to sign and return a response to the conferences.**
- 5. Hold a summative conference upon completion of the plan of assistance. Provide 5 working days for the teacher to sign and return a response to the result of the conference.**

**USD 382-Pratt**  
**Plan of Assistance**

Teacher: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_

**A. Areas Where Assistance is Needed to Meet Standards Identified in the Evaluation:**

**B. Recommended Plan of Corrective Action:**

**C. Resources for Corrective Action:**

**D. Actions Which Reflect Evidence of Sufficient Improvement:**

**E. Target Dates for Review of Improvement:**

**F. Target Date for Completion of Assistance Plan:**

**This notification has been discussed with this certified employee. The employee acknowledges the receipt of this form.**

\_\_\_\_\_  
**Teacher's Signature\*/ Date / Time**

\_\_\_\_\_  
**Evaluator's Signature/ Date / Time**

**Signature indicates that a copy of this form was received and reviewed with the teacher. This does not necessarily indicate agreement.**

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**USD 382-Pratt**  
**Plan of Assistance**

**Summary of Progress of Assistance Plan:**

**Recommendation(s) for Teacher:**

- \_\_\_\_\_ 1. Return to regular evaluation cycle.
- \_\_\_\_\_ 2. Continue plan of assistance for a specific agreed upon time.
- \_\_\_\_\_ 3. Initiate non-renewal procedures (non-tenured).
- \_\_\_\_\_ 4. Initiate termination procedures (tenured).

**This notification has been discussed with this certified employee. The employee acknowledges the receipt of this form.**

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**Teacher's Signature\*/ Date / Time**

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**Evaluator's Signature/ Date / Time**

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**\*Signature indicates that a copy of this form was received and reviewed with the teacher. This does not necessarily indicate agreement.**

**ARTICLE 15.5**  
**EDUCATOR FILES**

All material obtained during the period of employment, which is placed in the professional employee's permanent personal file and which may be used to determine the employee's continued employ, shall be visible for inspection by the professional employee. Credentials and related papers from teacher placement bureaus, labeled as closed credentials, will not be made available for inspection. However, the professional employee shall be provided a list of the closed credential items upon request. The employee and his or her representative have the right to inspect and copy the contents of the file with the exception of the aforementioned closed credentials.

Anonymous material will be given to the employee for review and response. The response may be a written or verbal response. The material will not be placed in the employee's professional file.

No material relating to the professional employee's conduct, service, or personality may be placed in the employee's file unless the employee has had the opportunity to review and respond to the material. The employee shall have the right to respond in writing to any material filed subsequent to employment, and the response shall be affixed to the material and placed with it in the professional employee's file.

*Adopted during 2005-06 Negotiations.  
Revised during the 2010-11 Negotiations.*

**ARTICLE 15.6**  
**INTELLECTUAL PROPERTY**

**INTELLECTUAL PROPERTY**

The District supports and encourages creativity; therefore, it is hoped that the intellectual property created by teachers will be shared with other district teachers for the benefit of students.

The property right of teacher-generated materials created for the classrooms shall belong solely to the teachers having produced said materials only if said materials are generated outside of school time, without any financial assistance, or other district resources. IF the teacher generated materials are produced on school time with financial assistance, and/or with district resources, co-ownership will result.

A teacher may request a waiver from the Board of Education for exclusive property rights to said materials.

*Adopted (D) during the 2009-10 Negotiations Session. Effective July 1, 2009.*

**ARTICLE 15.7**  
**SOFTWARE**

**SOFTWARE** – The district will establish a line item for software purchases appropriate for classroom learning. The discretion for approval will be with the building principal in consultation with district technology staff.

*Adopted during the 2013-14 negotiations session.*

**ARTICLE 16**  
**REDUCTION IN TEACHING STAFF**

**A. BOARD'S RIGHTS:**

The Board of Education shall retain sole right to determine when a reduction in the professional staff is to be made.

Article 16 – Reduction in Teaching Staff (*continued*)

**B. CRITERIA TO BE CONSIDERED IN REDUCING STAFF**

1. The board shall attempt to accomplish a reduction in teaching staff by attrition. Should the reduction in

force become necessary, the following procedures will be used when two or more tenured teachers are certified for a position. All individuals qualified for the position will be measured against the factors listed below. The index will be taken times the points in a given area; reduction in personnel will occur in ascending order until all reductions are made. It is the responsibility of the individual staff member to keep their personnel file current as to semester hours, professional development points, extracurricular activities, qualifications, and certification.

<b>FACTOR</b>	<b>INDEX</b>	<b>POINTS</b>
Total Years Experience (Teaching only, in-district or out-of-district)	15	First Year = 1 2-5 Years = 2 6-10 Years = 3 11-15 Years = 4 16-19 Years = 5 20+ Years = 6
<b>FACTOR</b>	<b>INDEX</b>	<b>POINTS</b>
Total Semester Hours/or Comparable PDC Points	10	BS = 1 BS+15 Hours = 2 BS+25 Hours = 3 MS = 4 MS+15 = 5 MS+25 & over = 6
Extra-Curricular Activities and Committee Work (use last two years)	10	Non-participation =0 1 Activity = 1 2+ Activities = 2
Certificate Endorsements	10	1 pt. for each endorsement
Annual Evaluation	15	3 pts. if no “unsatisfactory” marks in last two evaluations  5 pts. if no “improvement required” or “unsatisfactory” marks in last two evaluations

2. Non-tenured teachers will be non-renewed before any tenured teacher with the same certification.
3. In the event two employees have exactly the same index, the employee with the longer continuous full time service to the district shall be retained. If the index is equal, and the years of service are equal, the Board of Education shall make the final determination.
4. No teacher shall be RIF'd as a result of race, creed, color, religion, age, national origin, sex domicile, marital status, membership in the Association or participation in the negotiation process.

Article 16 – Reduction in Teaching Staff (*continued*)

**C. RECALL**

Staff members who have been terminated through a reduction in force shall be offered re-employment with the district for a period of up to three years following the reduction when vacancies occur for which the staff member is certified. Recall shall be in reverse order of layoff.

*Adopted during the 1990-91 Negotiations Session. Effective July 1, 1991.*

*Revision proposed during the 1996-97 Committee Process.*

**ARTICLE 17  
TEACHER WORK LOAD**

**A.** If, in the opinion of the teacher, additional help is needed in the classroom due to a combination of number of students, special needs of students, type of curriculum, and additional work done by the teacher, the teacher shall confer with the building principal. If both agree that a paraprofessional is needed, they shall meet and confer with the superintendent. If all three agree, a paraprofessional may be hired for all or a portion of a day. At the high school level, the teacher shall first confer with the department chair, when appropriate.

**B.** It is the goal of the administration to attempt to balance the class make-up (i.e. ELL, special needs, gifted) taking into account the abilities and disabilities of the students.

**C.** Teachers in grades 2-4 will be provided 2.5 hours three times a year *or* have Title I staff grade the MTSS tests with the teacher entering the results and provided 1.5 hours three times a year. The option will be determined by the building administrator. Teachers in grade K-1 will be provided 1.5 hours three times a year.

*Adopted 1994-95 Negotiations*

*Amended during 1998-99 Negotiations*

*Amended during 2014-15 Negotiations – Items B and C were added.*

**ARTICLE 18  
EARLY RETIREMENT**

**A.** Employees of the school district who have been under uninterrupted contract beginning prior to July 1, 1998, and 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 the policy\*. The school district offers this benefit to assist early retirees in bridging the gap between their retirement and receipt of normal Social Security benefits. Early retirement is entirely voluntary and at the discretion of an eligible employee. Early retirement benefits, under this agreement, last for a maximum of five (5) years.

**B. Eligibility**--An employee is eligible for early retirement if such employee:

1. Is currently an employee of the school district.
2. Was employed by contract prior to July 1, 1998, and has uninterrupted service.
3. Is not less than 60 years of age &/or meets the “window” for benefits under the Kansas Public Employees Retirement System (KPERs) (85) and, in accordance with the school district’s intent that this arrangement is a Social Security bridge, not more than 65 years of age.
4. Participants must have fifteen (15) years of service in USD. #382. The last five (5) years, including the year during which application is made for early retirement, must be continuous.
5. Has 20 years or more of service credit recognized by (KPERs).

Article 18 – Early Retirement (*continued*)

**C. Application**--An employee may apply for early retirement by giving written notice to the Clerk of the Board. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date and include the following information:

1. A statement of the applicant's 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 telephone number of the applicant.
5. The number of years 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. The annual payment shall then be divided by twelve (12) to determine the amount to be paid monthly until such time that the participant reaches 65, has received benefits for five (5) years, or is deceased. Monthly payments will be made on normal payroll dates.
9. Whether the applicant desires health insurance coverage through the school district's health insurance program by deduction of annual premiums from the early retirement benefit or by personal payment.

An employee desiring early retirement must also provide the school district such information as it may reasonably require to ensure the early retirement incentive program operates as a Social Security supplement. Following final action on any application for early retirement, the Clerk of the Board shall notify the applicant, in writing, of the final disposition and the date and amount of monthly early retirement benefits to be paid.

An employee may make application for early retirement 1 to 2 years prior to the actual date. In this case, early retirement benefits will be calculated using the highest salary step attained by the employee. This would allow for the potential of continued part time employment without jeopardy to potential early retirement benefits.

**D. Early Retirement Benefits** - The amount paid to the participant shall be determined by subtracting the base of the salary schedule from the employee's base salary (projected to full time base if employee is less than full time) for the year in which application for early retirement is made. The difference in these two figures shall be multiplied by sixty (60%) percent to determine the amount that would be paid annually to the participant. If a certified employee's base salary exceeds Step 14 MS + 45 column, then the multiplying factor shall be 30%. The benefit shall not be less than the salary schedule base and the top of salary schedule. The annual payment shall then be divided by twelve (12) to determine the amount, to be paid monthly until such time that the participant reaches 65, has received benefits for five (5) years or is deceased. If less than full time, the benefit will be calculated based on the percentage of the employees FTE. Notwithstanding the foregoing, in no event will the monthly benefit of any participant exceed the monthly amount which the participant would be entitled on account of normal retirement under the Social Security Act. Monthly payments will be made on normal payroll dates.

**E. 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 twelve (12) equal installments.
3. An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program by agreeing to a deduction of health insurance premiums from the early retirement benefits or by premium payment with a personal check.
4. All early retirement benefits shall automatically terminate at the time an employee reaches age 65, has received benefits for five (5) years, or is deceased, whichever occurs first.



Article 18 – Early Retirement (*continued*)

5. Health insurance may be maintained under the district’s plan until the employee reaches age 65 or is deceased. (See #3 above for payment options)
6. An employee who takes early retirement shall have the responsibility to keep the school district informed of his or her current mailing address and telephone number.
7. If the Pratt USD 382 Employees Early Retirement plan should be rescinded, those employees that currently have applied and qualified will be “grandfathered” until their qualification expires.
8. All employees who have applied and qualified for early retirement benefits prior to April 1, 1995, shall receive benefits until they are sixty-five (65) or until they are deceased.
9. All employees who have applied and qualified for early retirement benefits prior to April 1, 1996, shall receive benefits for six (6) years or until they are sixty-five (65) or until they are deceased.

*Adopted June 1993 (\* Reference Article 7, Item G Pay for unused Sick Leave)*

*Amended 1998-99 Session - Effective August 1999*

*(Insurance option to 65 clarified)*

*Adopted 2001-02 Negotiations*

*C. and E.7. Amended during 2002-03 Negotiations.*

*Amended 2007-2008 Negotiations, language changes for IRS compliance and less than full time employees.*

*Amended 2008-2009 Negotiations. Deleted condition regarding the eligibility of retired staff for contractual employment by the school district.*

**ARTICLE 19**  
**ACCEPTABLE USE**

The USD 382 Employee Acceptable Use of Computers, Networks, Internet, Electronic Mail, and other Online Services policy will be reviewed and signed by certified staff.

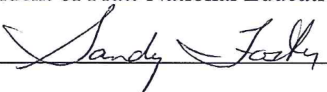
*Added during the 2012-13 Negotiations.*

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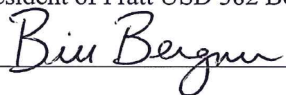
**ARTICLE 20**  
**DURATION OF AGREEMENT**

- A. This Agreement shall become effective July 1, 2018, provided it is ratified by a majority of the members of the Board and a majority of the members of the negotiating unit.
- B. This agreement shall continue in full force and effect to and including June 30, 2019, or as stated by Kansas continuing contract law.

Sandy Foster  
President of Pratt-National Education Association

  
\_\_\_\_\_

Bill Bergner  
President of Pratt USD 382 Board of Education

  
\_\_\_\_\_

Dated this 20<sup>th</sup> day of August, 2018

## **APPENDIX A**

Contains items, which are Board policies/resolutions or procedures and not negotiated agreements. These items are located on the school district website under Board Policies.

**SALARY FOR 2009-10** - When funding returns to the per pupil base of the 2006-07 school year (\$4,316.00), those employees who were eligible for step movement (but frozen during the 2009-10 school year) shall be moved one step in addition to any other earned step on the salary schedule.

## SEARCHES OF PROPERTY

Principals are authorized to search property if there is reasonable suspicion that district policies, rules or directives are being violated. In addition all lockers shall be subject to random searches without prior notice or reasonable suspicion. All searches by the principal shall be carried out in the presence of another adult witness.

### Search of Lockers

Lockers in the district schools shall be under supervision of the principal. Students shall have no expectation of privacy in any school locker.

The combinations and/or keys to all locker locks shall be in the possession of the principal and stored in a place designed to guard against unauthorized access or use. The principal may search any locker at any time without notice. Students shall not place locks, other than those approved by the school, on any locker.

### Searches of Property

Any person other than the principal who wishes to search a student's locker or property shall report to the principal before proceeding. In no event shall any person be permitted to search a student's locker or property without the principal's consent unless the person has a valid search warrant authorizing a search.

If a law enforcement officer desiring to search a student's locker or property has a search warrant, the principal shall permit the search which shall be made in the presence of the principal.

Prohibited items found during the search shall remain in the custody of either the building principal or the law enforcement officer. If any items are turned over to law enforcement officials the principal shall receive a receipt for the items.

(Whenever the principal is mentioned in this rule, it shall be construed so as to include the superintendent "or designated representative.")

### Use of Trained Dogs to Search

At the request of the administration, law enforcement officers or licensed private agencies may use trained dogs on school premises to identify student property which may contain illegal or illicit materials and to determine whether materials are present which may threaten the general health, welfare and safety of students and/or district employees.

(Whenever the principal is mentioned in this rule, it shall be construed so as to include the superintendent "or designated representative.")

## **SEARCHES OF STUDENTS**

Principals are authorized to search students if there is reasonable suspicion that district policies, rules or directives are being violated. Strip searches shall not be conducted by school authorities. All searches by the principal shall be carried out in the presence of another adult witness.

The student shall be told why a search is being conducted. The student shall be requested to empty items such as, but not limited to, pockets, purses, shoulder bags, book bags and briefcases. The principal shall attempt to call the student's parent/s and may call law enforcement. Items which the principal believes may be connected with illegal activity shall remain in the custody of the principal unless the items are turned over to law enforcement officials. If the student refuses to cooperate, the principal may take disciplinary action and/or seek assistance from law enforcement. (See JDD and JCAC)

If law enforcement assistance is present, further search of the student shall be with cooperation and assistance of law enforcement officials. The principal shall remain with the student and be present during any search of the student made by law enforcement officials on school property. The principal shall receive and file a receipt for items turned over to law enforcement officials.

If the principal believes a student is in possession of an object which can jeopardize the health, welfare or safety of the student or others, the student shall be removed to a safe location. This determination may be based on any information received by the principal or any member of the faculty or staff.

Written documentation of each search shall be maintained by the principal.

(Whenever the principal is mentioned in this rule, it shall be construed so as to include the superintendent "or designated representative.")

SEARCH REPORT FORM

Name of the student \_\_\_\_\_

Parents contacted \_\_\_\_ Yes \_\_\_\_ No

Time of search \_\_\_\_\_ Date \_\_\_\_\_

Place of search \_\_\_\_\_

Reason or reasons for the search \_\_\_\_\_

---

Law enforcement officials were called by \_\_\_\_\_

Name of the person who conducted the actual search \_\_\_\_\_

Names of the persons present while the student was being search \_\_\_\_\_

---

Result of the search \_\_\_\_\_

Object/s confiscated

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Notifications**

Parent/Guardian \_\_\_\_\_  
Name Time Results

Law Enforcement \_\_\_\_\_  
Name Time Results

Other \_\_\_\_\_

Name

Time

Results

JCAC

**INTERROGATION AND INVESTIGATIONS**  
(See EBC, GAAD, JCABB, JCEC and JHCAA)

Building administrators, school security officers, and/or others designated by the superintendent may conduct investigations and question students about violation of school rules, ~~or~~ the student conduct code, and/or law. Unless otherwise provided herein, such investigators shall not be required to contact the student's parent, guardian, or representative prior to questioning and may request law enforcement, school resource officer(s) and/or school security officer(s) for assistance in conducting the investigations.

If there is reason to believe a violation of a criminal law has been committed, the building administrator, the superintendent's designee, and/or school security officer with authorization of the superintendent's designee shall notify the appropriate law enforcement agency of criminal conduct as provided in law and/or board policy and may request further investigation of the alleged violation.

When a school resource officer or campus police officer initiates an investigation of a potential violation of criminal law by a student on the officer's own initiative and not at the behest of a building administrator or the designee of the superintendent, such officer will notify the building administrator and will make a reasonable attempt to contact the student's parent, guardian, or representative prior to initiating questioning.

Coordination with Law Enforcement

School administrators and/or school security officers shall/may meet periodically with local law enforcement officials to discuss the district's policies and rules regarding law enforcement contacts with the district.

Notification of Investigations Conducted by Law Enforcement Officers

When law enforcement officers initiate an investigation involving questioning of a student **on** a topic unrelated to a report of child abuse or neglect or to the identity of the student during school hours, the building administrator shall make a reasonable attempt to contact a parent, guardian, or representative of the student(s) prior to such questioning. Notification or attempted notification of a parents, guardian, or representative shall be documented by the administrator involved. If a student's parents, guardian or representative is not present during such questioning of a student, the principal may be present unless otherwise specified in law or board policy.

Child Abuse and Identity Investigations Conducted by Law Enforcement Officers

The administration shall cooperate with law enforcement officers who are conducting investigations of suspected child abuse or neglect or concerning the student's identity. For any investigations concerning known or suspected child abuse or neglect, school staff shall follow the procedures outlined in board policy GAAD instead of the requirements of this policy.

#### Law Enforcement Initiated Investigations at School

In cases not involving the investigation of known or suspected child abuse or neglect or involving the student's identity, law enforcement officers shall not be permitted to initiate and conduct investigations involving the questioning of students during school hours unless the student's parent or guardian has given the school permission to allow the questioning, a valid warrant has been presented to the ~~principal~~ building administrator for such purpose, or in demonstrated emergency situations. If a demonstrated emergency is found, the building administrator shall require identification of law enforcement officials and reasons for the interrogation or investigation of a student. If the building administrator is not satisfied with either the identification or the reason, the request shall not be granted. The building administrator shall attempt to notify the superintendent and the officer's superiors of the reasons for the refusal.

#### Taking Students Into Custody

Students shall not be voluntarily released by school officials to law enforcement authorities unless the student has been placed under arrest or taken into custody by law enforcement, school resource officers, campus police officers or Department for Children and Families (DCF) authorities pursuant to a child abuse investigation. Except as otherwise specified in this policy, a reasonable effort shall be made to notify the student's parent, guardian, or representative when students are removed from school for any reason. Parents shall not be notified by school officials when their child is taken into custody by DCF school resource officers, campus police officers, and/or law enforcement as a result of allegations of abuse or neglect. Except as provided above and/or as specified in a court order or arrest warrant. If a student is taken into custody by a law enforcement officer, school resource officer, or campus police officer, building administrators shall make a good-faith effort to contact the student's parent or guardian. Notification efforts shall be documented.

When a student has been taken into custody or arrested on school premises without prior notification to the building administrator, the school staff present shall ask the law enforcement officer to notify the

building administrator of the circumstances as quickly as possible and shall themselves contact the building administrator with any information they have regarding the child being taken into custody. School resource



officers and campus police officers are expected to contact the building administrator as soon as practicable after taking a student into custody.

### Disturbance of School Environment

*Law enforcement officers may be requested to assist in controlling disturbances at school and, if necessary, to take students or other persons into custody.*

#### *Definition*

*For the purposes of this policy, “campus police officer” is a school security officer employed by and designated by the board to aid and supplement law enforcement agencies of the state, city and county in which the school district is located.*

*For the purposes of this policy, students will not be deemed to be “taken into custody” when they are being questioned by a school resource officer, school security officer, and/or campus police officer about a violation of state law, county resolutions, city ordinances, board policy or regulation, and/or school rules on property owned, occupied, or operated by the school district or at the site of a function sponsored by the school district.*

Recommended by KASB 10/98  
Approved by BOE 2/8/99  
Revised 9/13/04  
Amended 9/10/07

Revised 9/9/2013  
Revised 10/8/18

## STUDENT CONDUCT

Each principal shall develop rules and regulations to govern student conduct consistent with board policies. The rules shall be reviewed by the board and adopted as policy by reference. A copy of the current rules shall be filed with the state board of education.

Approved 10/96

JCDA-R

## STUDENT CONDUCT

The rules of conduct shall be published in student handbooks.  
(See JA)

Violation of any provision of the behavior code may result in disciplinary action up to and including suspension and/or expulsion. (See JDD)

Approved 10/96

JDD

### SUSPENSION AND EXPULSION PROCEDURES (See AEB, EBC, JBD, JCDBB, JDC, JCDA, JDDB, JDDC AND JHCAA)

Except as limited by Section 504 or IDEA, a student may be suspended or expelled, for reasons set forth in Kansas law. Any student who is suspended for a period of more than 10 days or expelled shall receive a copy of the current suspension and expulsion law and this policy. Suspension/expulsion hearings shall be conducted by the superintendent/designee or other certificated employee, or committee of certificated employees of the school in which the pupil is enrolled, or by any other hearing officer appointed by the board.

#### **Reasons for Suspension or Expulsion**

Students may be suspended or expelled for one or more of the following reasons:

- Willful violation of any published, adopted student conduct regulation;
- Conduct which substantially disrupts, impedes, or interferes with school operation;

- Conduct which endangers the safety or substantially impinges on or invades the rights of others;
- Conduct which constitutes the commission of a felony;
- Conduct at school, on school property, or at a school supervised activity which constitutes the commission of a misdemeanor;
- Disobedience of an order of a school authority if the disobedience results in disorder, disruption or interference with school operation; and
- Possession of a weapon at school, on school property or at a school- sponsored event.

### **Short-term Suspension**

Except in an emergency, a short-term suspension (not exceeding ten school days) must be preceded by oral or written notice of the charges to the student and an informal hearing. If a hearing is not held prior to the suspension, an informal hearing shall be provided no later than 72 hours after imposition of a short-term suspension.

### **Suspension and Expulsion Procedures**

Written notice of any short-term suspension shall be delivered to the student's parent or guardian within 24 hours after the suspension has been imposed. Short-term suspension hearings may be conducted by any person designated in policy as having the authority to suspend.

At the informal suspension hearing, the student shall have the right to be present and to be notified of the charges and the basis for the accusation. The student shall have the right to make statements in his/her defense after receiving notice of the charges.

### **Long-Term Suspension or Expulsion**

Before a student is subject to long-term suspension (not to exceed 90 school days) or expulsion (not to exceed 186 school days or one calendar year for certain weapon and/or destructive device violations), a hearing shall be conducted by a hearing officer who has been authorized by the board. Formal hearings shall be conducted according to procedures outlined in current Kansas law and:

- The student and parents or guardians shall be given written notice of the time, date and place of the hearing.
- The notice shall include copies of the suspension/expulsion law, and appropriate board policies, regulations and handbooks.
- The hearing may be conducted by either a certified employee or committee of certified employees authorized by the board, the chief administrative officer, or other certified employee of the district in which the student is enrolled, or by an officer appointed by board.
- Expulsion hearings for weapons violations shall be conducted in compliance with Kansas law by persons appointed by the board.
- Findings required by law shall be prepared by the person or committee conducting the hearing.

### **Suspension and Expulsion Procedures**

- A record of the hearing shall be available to students and parents or guardians according to Kansas law.
- Written notice of the result of the hearing shall be given to the pupil and to parents and guardians within 24 hours after determination of such result.

Rules Which Apply in all Cases When a Student May be Suspended or Expelled

- Refusal or failure of the student and/or the student's parents to attend the hearing shall result in a waiver of the student's opportunity for the hearing.
- A student suspended for more than 10 school days or expelled from school shall be provided with information concerning services or programs offered by public and private agencies which provide services to improve the student's attitude and behavior.
- A student who has been suspended or expelled shall be notified of the day the student can return to school.
- If the suspension or expulsion is not related to a weapons violation, the principal may establish appropriate requirements relating to the student's future behavior at school and may place the student on probation. (See JDC)
- If the expulsion is related to a weapons violation the superintendent may establish appropriate requirements relating to the student's future behavior at school and may place the student on probation if the student is allowed to return. (See EBC, JCDBB and JDC)
- The days a student is suspended or expelled are not subject to the compulsory attendance law.
- During the time a student is suspended or expelled from school, the student may not:
  - Be on school property or in any school building without the permission of the principal.
  - Attend any school activity as a spectator, participant or observer.

A student over the age of 18 or the parents or guardian of a student who is suspended for more than 10 days or expelled from school may appeal to the board within 10 calendar days of receiving written notice of the hearing results.

When a suspension is imposed during the school day, the student shall not be removed from school until a parent has been notified. If a parent cannot be notified during regular school hours, the student shall remain at school until the regular dismissal time.

**Suspension and Expulsion Procedures**

Student Rights During a Long-Term Suspension/Expulsion Hearing

The student shall have the right:

- to counsel of his/her own choice;
- to have a parent or guardian present;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing; to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct;
- to an orderly hearing; and

- to a fair and impartial decision based on substantial evidence.

### **Appeal to the Board**

The following conditions shall apply if a student who is age 18 or older or the student's parent or guardian files a written appeal of a suspension or expulsion:

- Written notice of the appeal shall be filed with the clerk within 10 calendar days of receiving the results of the hearing.
- The board shall schedule an appeal with the board or a hearing officer appointed by the board within 20 calendar days.
- The student and the student's parent shall be notified in writing of the time and place of the appeal at least 5 calendar days before the hearing.
- The hearing shall be conducted as a formal hearing using rules similar to those noted earlier for expulsion hearings.
- The board shall record the hearing.
- The board shall render a final decision no later than the next regularly scheduled board meeting after the conclusion of the appeal hearing.

Recommended by KASB 10/98  
 Approved by BOE 2/8/99  
 Amended 8/9/99

Amended 10/23/00  
 Amended 2/9/15  
 Revised 2/8/16

**JGFGGB**

### **SUPERVISION OF MEDICATIONS**

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district personnel. Diagnosis and treatment of illness and the prescribing of drugs, and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized.

In certain circumstances when medication is necessary in order that the student remain in school, the school may cooperate with parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication or the parent if it is a nonprescription medication must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parents must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability. (See JGFGGBA)

School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parents.

The medication shall be examined by the school employee administering it to determine that it appears to be in the original container, to be properly labeled, and to be properly authorized by the written order of licensed medical person. Two containers, one for home and one for school, should be requested from the pharmacist. Any changes in type of drugs, dosage, and/or time of administration be should accompanied by updated physician and parent permission signatures and a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medication requiring refrigeration.

Medications should be inventoried every semester. Out-of-date stock should be returned to parent or destroyed.

Over-the-counter medications should not be maintained on any school premises, including athletic areas, unless written parent permission to administer is obtained.

The building administrator may choose to discontinue the administration of medication provided that the parents or medical person are notified in advance of the date and the reasons for the discontinuance.

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

Recommended by KASB 10/98  
Approved by BOE 2/8/99  
Revised 9/13/04

Revised 3/8/05  
Revised 2/8/16

**KN**

## **COMPLAINTS**

(See BCBI, GAACA, GAAB, **GAAF, IF, IKD** and JCE)

The board encourages all complaints regarding the district to be resolved at the lowest possible administrative level. Whenever a complaint is made directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. Harassment of an individual on any of these grounds is also prohibited. The assistant superintendent, Pratt USD #382, 401 S. Hamilton, Pratt, KS 67124, 620-672-4500, has been designated to coordinate compliance with

nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990. Information concerning the provisions of these Acts and the rights provided thereunder, are available from the compliance coordinator.

### Complaints About Discrimination or Discriminatory Harassment

Complaints of discrimination or discriminatory harassment by an employee should be addressed to the employee's supervisor, the building principal or the district compliance coordinator. Complaints by a student should be addressed to the building principal, another administrator, the guidance counselor or another certified staff member. Any school employee who receives a complaint of discrimination or harassment from a student shall inform the student of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. If the building principal is the alleged harasser, the complaint shall be reported to the district compliance coordinator. Complaints by any other person alleging discrimination should be addressed to the building principal or the district compliance coordinator. Complaints about discrimination, including complaints of harassment, will be resolved through the following complaint procedures:

#### Informal Procedures

The building principal shall attempt to resolve complaints of discrimination or harassment in an informal manner at the building level. Any school employee who receives a complaint of discrimination harassment

from a student, another employee or any other individual shall inform the individual of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. The building principal shall discuss the complaint with the individual to determine if it can be resolved. If the matter is resolved to the satisfaction of the individual, the building principal shall document the nature of the complaint and the proposed resolution of the complaint, and forward this record to the district compliance coordinator. Within 20 days after the complaint is resolved in this manner, the principal shall contact the complainant to determine if the resolution of the matter remains acceptable. If the matter is not resolved to the satisfaction of the individual in the meeting with the principal, or if the individual does not believe the resolution remains acceptable, the individual may initiate a formal complaint.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

#### Formal Complaint Procedures

- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. If an individual does not wish to file a written complaint and the matter has not been adequately resolved, the building principal may initiate the complaint. Forms for filing written complaints are available in each building office and the central office.

- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
- If appropriate, an investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by the building principal, the compliance coordinator or another individual appointed by the board. The investigation shall be informal but thorough. All interested

persons, including the complainant and the person against whom the complaint is lodged, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

- A written determination of the complaint's validity and a description of the resolution shall be issued by the investigator, and a copy forwarded to the complainant no later than 30 days after the filing of the complaint.

- ◇ If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.

- ◇ If the investigation results in a recommendation that an employee be suspended without pay or terminated, procedures outlined in board policy, the negotiated agreement or state law will be followed.

- Records relating to complaints filed and their resolution shall be forwarded to and maintained in a confidential manner by the district compliance coordinator.
- The complainant may appeal the determination of the complaint. Appeals shall be heard by the district compliance coordinator, a hearing officer appointed by the board, or by the board itself as determined by the board. The request to appeal the resolution shall be made within 20 days after the date of the written resolution of the complaint at the lower level. The appeal officer shall review the evidence gathered by the investigator and the investigator's report, and shall afford the complainant and the person against whom the complaint is filed an opportunity to submit further evidence, orally or in writing, within 10 days after the appeal is filed. The appeal officer will issue a written determination of the complaint's validity and a description of its resolution within 30 days after the appeal is filed.
- If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent it reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.
- Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Officer for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission or the Kansas Human Rights Commission.

### Complaints About Policy



The superintendent shall report any unresolved complaint about policies to the board at the next regularly scheduled board meeting. Complaints About Curriculum The superintendent shall report a failure to resolve any complaint about curriculum to the board at the next regularly scheduled board meeting. Complaints About Instructional Materials The building principal shall report any unresolved complaint about instructional materials to the superintendent immediately after receiving the complaint. Complaints About Facilities and Services The superintendent shall report any unresolved complaint about facilities and services to the board at the next regularly scheduled board meeting. Complaints About Personnel The superintendent or the building principal involved shall report any unresolved complaint about personnel to the board at the next regularly scheduled board meeting. Complaints About Emergency Safety Intervention Use Complaints concerning the use of emergency safety interventions by district staff shall be addressed in accordance with the local dispute resolution process outlined in board policy GAAF.

Recommended by KASB 10/98  
Approved by BOE 2/8/99  
Revised 3/8/99

Revised 9/14/09  
Revised 8/2013  
Revised 9/14/15

**LDD**

## **FEDERAL GOVERNMENT DRUG FREE SCHOOLS** (See GAOA, GAOB, IDAB and JDDA)

The unlawful possession, use, sale, or distribution of illicit drugs and the possession, use, sale, or distribution of alcohol by students or school employees at school, on or in school property, or at school sponsored activities or events is prohibited. This policy, and any curriculum used in conjunction with it, shall be evaluated periodically using criteria developed by the superintendent and approved by the board. The board shall receive a report after each of these reviews is conducted.

Approved 8/13/90  
Revised 11/97  
Reviewed/Approved 1/26/98  
Updated/Approved: 9/10/12

**LDDA**

## **FISCAL MANAGEMENT OF FEDERAL GRANTS**

The district shall meet the requirements of the *Education Department General Administrative Regulations* (EDGAR). The outline used to meet this requirement shall be the document. Federal Education Grants Management: What Administrators Need to Know, and other pertinent documents developed by the U.S. Department of Education.

Recommended by KASB 6/07  
Adopted by BOE 9/10/07

**MA**

### **GOALS AND OBJECTIVES**

The board shall seek to work harmoniously with educational agencies having an interest in the district's schools. Staff shall follow regulations required by state and federal education agencies.

Recommended by KASB 6/09  
Approved by BOE 9/14/09

**MI**

### **KANSAS EDUCATION SYSTEMS ACCREDITATION**

Kansas Education Systems Accreditation (hereinafter ("KESA")) is a district-wide accreditation process. Accreditation within this process is ultimately granted by the Kansas State Board of Education. The district school board (hereinafter "board") shall maintain the goal of full accreditation for the district. Good faith efforts shall be made by all staff to implement district school improvement plans. The board shall monitor compliance.

The board is committed to implementing and sustaining the foundational structures defined within the KESA process as well as defining and implementing district-wide goals in alignment with the KESA rubrics.

In order for accreditation to be achieved the board shall commit to school improvement for all district schools, academic achievement for all district students, and results-based professional development for all district staff members. The superintendent shall regularly report to the board on the district's progress toward full accreditation within the 5 year cycle defined as part of the KESA process.

The board shall fully inform the public in languages commonly used in the community about district-wide goals, school improvement plans, the progress of school improvement efforts, the accreditation status of the district, and other pertinent information as the board may direct.

Approved 9/12/05  
Revised 3/13/17

