Baldwin City USD 348

Baldwin City, Kansas

BALDWIN UNIFIED SCHOOL DISTRICT USD 348

NEGOTIATED AGREEMENT

2026-2027

BOARD OF EDUCATION

AND

USD 348 BALDWIN EDUCATION ASSOCIATION

The Baldwin City USD 348 Board of Education and Baldwin Education Association do so agree on the following negotiated items as adopted/amended and ratified as stated below for 2026/2027 on this 14th day of September, 2026. Negotiated items as listed in Section II, which have previously been ratified, shall continue in force. (See attached Policies).

I. Items Negotiated to be amended in August 2026.
   1. Compensation (August 2026)
   2. 05-26 Supplemental Salary Schedule (Amended August 2026)
   3. 05-27.10 New Parent Leave (August 2026)
   4. 05-25.02 Other Salary Listings (Amended August 2026)

II. Items Previously Ratified
   1. Conditions of Employment – Policy No. 05-01 (May 2014)
   2. Contracts – Policy No 05-02 (August 2023)
   3. Continuing Contract – Policy No. 05-03 (Nov 2013)
   4. Contract Release – Policy 05-04 (Nov 2013)
   5. Extended Contracts – Policy No. 05-05 (June 2007)
   6. Committee Work & Mandatory Meetings – Policy 05-05.1 (Nov 2013)
   7. Employee Discipline & Contract Termination – Policy 05-06 (October 2018)
   8. Employee Due Process – Policy 05-06b (August 2023)
   9. Teacher Representation – Policy No. 05-06.1 (Jan 2010)
   10. Reduction in Force – Policy 05-07 (Nov 2013)
   11. Knowledge of Policies on Regulations – Policy No. 05-08 (June 2007)
   12. Appropriate Channel of Authority – Policy No. 05-09 (June 2007)
   13. Duties – Policy No. 05-10 (Dec 2009)
   14. Evaluation of Certified Staff – Policy No. 05-11 (November 2014)
   15. Payment of Salary – Policy No. 05-12 (June 2007)
   16. Duty Day – Policy No. 05-14 (Jan 2010)
   17. Provisions for Absence – Policy No. 05-20 (June 2007)
   18. Grievance Procedure – Policy No. 05-21 (Jan 2010)
   19. Advisory Arbitration for Grievances – Policy No. 05-22 (June 1996)
   20. Salary Schedule- Policy No. 05-25 (July 2022)
   21. Health Insurance Fringe Benefit – Policy No. 05-25.1 (August 2020)
   22. Other Salary Listings – Policy No. 05-25.2 (July 2021)
   23. Supplemental Salary Schedule – Policy 05-26 (August 2023)
   24. Extra Duty – Policy No. 05-26.1 (August 2023)
   25. Leaves – Policy No. 05-27 (April 2015)
   26. Discretionary Days – Policy No. 05-27 (July 2022)
   27. Sick Leave – Policy 05-27.02 (August 2023)
   28. Sick Leave Pool - Policy No. 05-27.11 (Jan 2010)
   29. Professional Leave - Policy No. 05-27.3 (August 2023)
   30. Administrative Leave - Policy No. 05-27.4 (July 2002)

31. Legal Leave When Summoned - Policy No. 05-27.1 (July 2022)
32. All Other Legal Leave - Policy No. 05-27.6 (July 2002)
33. Sabbatical Leave - Policy No. 05-27.7 (July 2002)
34. Leave of Absence - Policy No. 05-27.8 (July 2002)
35. Retirement Benefits - Policy 05-28 (August 2023)
36. Certified Staff Early Retirement Plan - Policy No. 05-28a (October 2018)
37. Salary Reduction Fringe Benefit Plan - Policy No. 05-29 (May 1992)
38. Staff Planning Time - Policy No. 05-30 (July 2022)
39. Payment for Lunch Supervision - Policy 05-31 (September 2019)
40. Professional Dev. Council - Policy No. 05-32 (September 2003)
41. Calendar Negotiations - Policy No. 05-33 (August 2020)
42. Inclement Weather - Policy No. 05-34 (May 1987)
43. Notification of Vacancies - Policy No. 05-36 (July 1990)
44. Fringe Programs & Carrier - Policy No. 05-37 (July 1990)
45. Vision on Optimum Class Size - Policy No. 05-40 (June 2005)
46. Transfers or Reassignment of Staff - Policy 05-41 (July 2002)
47. Addendum (May 2001)
48. Mentoring Stipend 05-42 (April 2015)
49. National Certification Fee-Policy-05-43 (September 2003)
50. Traveling Teachers Policy 05-44 (September 2019)
51. Terrorist Threat Policy 05-45 (May 2007)
52. PBL Development Stipend (Added July 2021)
53. 05-13 Payroll Deduction of Dues (August 2024)
54. 05-06b Employee Due Process (August 2024)
55. 05-27.1 Discretionary Days (August 2024)
56. 05-26 Supplemental Salary Schedule (August 2024)
57. 05-26.1 Extra Duty (August 2024)
58. 05-26 Supplemental Salary Schedule Additions (August 2025)
59. 05-26.1 Extra Duty Payment (August 2025)
60. 05-27.10 New Parent Leave(August 2025)
61. 05-27.9 Bereavement Leave (August 2025)
62. 05-11 Evaluation of Certified Staff
63. 05-28a Certified Staff Early Retirement Plan
64. 05-27 Reduction in Force

In recognition of ratification of the above-negotiated items, we do hereby affix our names this 14th day of September, 2026.

BEA President

Board of Education President

BEA Negotiations Chairman

Board of Negotiations Chairman

BEA Member

Board Negotiated Member

H Negotiations

The USD 348 2026-2027 negotiated agreement is contained below in its entirety.

05 Certified Personnel Policies

05-01 CONDITIONS OF EMPLOYMENT (Amended May 2014)

The following items must be filed with the Clerk of the Board as part of the conditions of employment:

A. Valid Kansas teaching/administrative certificate/license for contracted assignment. (Required before salary is initiated)
B. Copy of complete college transcripts. (Required for Teachers)
C. Verified record of former experience.
D. W-4 Social Security Form.
E. Health Certificate, which includes TB Test.
F. Oath/Affirmation of Officer or Employee.
G. Copy of Marriage Certificate or Change of name form. (Change of name only)
H. Employment Eligibility Verification Form I-9
I. Personal Data Sheet
J. Verification of Drug Free Work Place
K. Authorization and Release
L. Confidentiality Agreement
M. Copy of Social Security Card
N. Copy of Driver's License
O. Race and Ethnicity

05-02 CONTRACTS (Amended August 2023)

Teachers are contracted for 181 days. Teachers new to the District will be contracted for 183 days. The two additional days for teachers new to the District will be used for orientation prior to the beginning of the school. Teachers new to the district shall be paid one-one hundred and eight first (1/181) of the base salary for each of the additional two (2) days of work.

Teachers must sign a contract prepared by the Superintendent and approved by the Board of Education. There will be separate contracts issued for the teacher's primary contract, each of the teacher's supplemental contracts, and each of the teacher's extended contacts. The district shall send an electronic copy of the teacher's contract to Talent Ed Records. The teacher shall sign the copy and submit it to the district to be signed by the

Superintendent, the Board President, and attested by the Clerk of the Board. The contract will then be sent to the teacher's Talent Ed Records file.

Any changes to the contracted duties and/or the financial compensation shall be done by mutual agreement of both parties and be so stated on an addendum to the contract to be signed by all the aforementioned parties, and shall be attached to the original contract. The employee will be provided with a copy of this addendum.

Baldwin Education Association (BEA) proposed that members of the teams review all language contained within the Master Agreement to ensure consistent language regarding primary contracts, supplemental contracts, extended contracts, and extra duty pay. Special attention should be given to any reference of these items to ensure that language is clear and accurate.

05-03 CONTINUING CONTRACT (Amended December 2012)

In accordance with the continuing contract law, the Board of Education shall give written notice, through the Superintendent of schools by the third Friday of May to any teacher where it is the Board's intent not to renew the contract. A teacher shall likewise notify the Board in written form, the Superintendent of schools by fourteen (14) calendar days after the third Friday of May of his or her intent not to return to the system.
K.S.A 72-5411.

05-04 CONTRACT RELEASE (Amended November 2013)

Teachers who are under contract to Baldwin School District may wish to be released from contract after the continuing contract deadline. Requested release from contract shall be in writing, directed to the Superintendent of schools. A severance assessment will apply according to the following schedule:

$400	After the continuing contract deadline to June 30
$1000	July 1 to July 31
$2000	August 1 to the continuing contract deadline of the current school year

A check for the above stated amount should be attached to the request for release prior to Board action.

The school Board may waive liquidated damages due to extenuating circumstances.

05-05 EXTENDED CONTRACTS (Amended June 2013)

Baldwin Staff members employed for days extended beyond the normal contract year for additional duties in their field will be paid at a daily rate of one-one hundred eight first of their annual primary contract salary. Duties shall include comparable hours per day as the normal school term day. Half-time teachers' contracts will be extended by 2 full days.

05-05.1 COMMITTEE WORK & MANDATORY MEETINGS
(Amended November 13)

Committee work shall include, but is not limited to, curriculum meetings, mandatory meetings and school improvement committee meetings, which meet outside of contract time. These meetings must be approved by the administration or its designee before the meeting occurs in order to be paid. If approved for payment, each member of the committee shall be compensated at the rate of $15 per hour.

Any teacher being compensated to serve on the committee by a supplemental contract shall be excluded from the $15 per hour payment. Staff Meetings are excluded from payment of the $15 per hour.

All certified staff shall serve on a school improvement committee of their choice. All other committees shall be made up of persons who agree to serve in this capacity for committee work compensation. No more than one hour of contract time per collaboration day and/or work day shall be allowed for staff meetings, if needed.

Each building principal will keep written record of all building level-approved hours. Time sheets will be forwarded to the curriculum director or its designee at the end of each semester by the committee chairperson. The curriculum director or its designee will then combine the building level hours and the district-level approved hours for payment. The curriculum director or its designee will submit all hours approved for payment the the Payroll Manager by June 1. Payment for all committee work for which a teacher is paid will be made once per year with the August paycheck.

05-06 CONTRACT TERMINATION

05-06a EMPLOYEE DISCIPLINE (Amended August 2024)

If a certified employee is found to be in violation of Board policy in one or more areas to the extent that their effectiveness in the classroom, the school, or the community suffers, the Board has the right to discipline the employee. The Association recognizes the right of the Board to discipline its employees. Discipline shall be progressive and shall be for just cause. Depending on the gravity of the offense, determined by the Superintendent, disciplinary action by the Board might consist of any level of progressive discipline up to and including dismissal.

Criminal law shall supersede Board policy. Disciplinary action resulting from a felony conviction may consist of any level of progressive discipline up to and including immediate dismissal. If an employee is charged with a felony, the Board may reassign to other duties or suspend the employee with pay pending judicial action.

Steps for progressive discipline:

1. The employee who violates Board Policy will be given at least one verbal warning that he or she has violated Board Policy and will be proved a copy of that policy during a meeting with the employee's principal and/or superintendent.

2. If the Employee repeats the violation of the Board Policy and the principal believes no further verbal warnings will correct the problem, or the violation causes harm to another person, her or she shall prepare written Notice of Discipline and place it in the employee's file after meeting with the employee and providing a copy of the Notice of Discipline to the employee. The employee shall be provided ten contract days from the date he or she perceives the written Notice of Discipline to file a response that is to be attached to the written Notice of Discipline. A plan of assistance will be developed to correct the employee's behavior.

3. If the employee does not correct his/her behavior, the employee may be reassigned to other duties, or may be suspended without pay for one day.

4. If the employee continues to disregard the BoardPolicy, the employee may be suspended and charged with insubordination.

5. If the identified areas are not corrected, the employee shall be reported to the Board by the administration with an unfavorable recommendation prior to the continuing contract notification date.

Evaluation may not be used as a disciplinary tool.

Dismissal for cause will be governed by section 05-06b of this Negotiated Agreement until statutory due process is returned to Kansas educators. At that time, rights afforded by Kansas statute shall supersede section 05-06b.

The employee may object to any discipline through the grievance process.
(See 05-21 Grievance Procedural 05-22 Advisory Arbitration for Grievances.)

<u>05-06b</u> EMPLOYEE DUE PROCESS (Amended August 2024)

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

Non-probationary teachers may be non-renewed for good cause. Good cause is defined as any reason put forward by the administration of the board in good faith and which is not arbitrary, irrational or irrelevant to the board's task of building up and maintaining an efficient school system. If the non-renewal is based on other reasons, including disciplinary factors (05-06) or reduction in force (05-07), those separate procedures as outlined in the Master Agreement shall be followed prior to the non-renewal or termination.

A teacher who is non-renewed, shall be notified prior to the statutory continuing contract date. If the teacher is non-probationary, the notification shall include the reasons for the non-renewal. Upon receipt of the notice of non-renewal, the teacher will have ten work days from the receipt of the notice to file a written request for a hearing with the board's designee.

If the non-probationary teacher requests a hearing, the parties shall, within seven work days, select a mutually agreeable hearing officer. If that is not possible, the hearing officer shall be selected by alternately striking names from either the KSDE list or the American Arbitration Association (AAA) list.

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

a. The right of each party to have counsel of the party's own choice present and to receive the advice of counsel or other person whom the party may select;

b. The right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, expect those persons whose testimony is presented by affidavit;

c. The right of each party to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from the district office of USD 348 in Baldwin City, Kansas, or is absent from the state, or is unable to appear because of age, illness, infirmity, or imprisonment. When testimony is presented by affidavit the same shall be served upon the Clerk of the Board or agent of the board and upon the teacher in person or by first-class mail to

the address of the teacher which is on file with the board not less than 10 calendar days prior to presentation to the hearing officer.

d. The right of the teacher to testify in the teacher's own behalf and give reasons for the teacher's conduct, and the right of the board to present its testimony through such persons as the board may call to testify in its behalf and to give reasons for its actions, rulings or policies;

e. The right of the parties to have an orderly hearing;

f. The right of the teacher to a fair and impartial hearing officer recommendation based on substantial evidence; and

g. The hearing officer recommendation shall be provided to each party within fourteen (14) calendar days of the completion of the hearing.

The hearing officer may:

a. Issue subpoenas for the attendance and testimony of witnesses and the production of books, papers and documents relating to any matter under investigation;

b. Authorize depositions to be taken;

c. Administer oaths;

d. Receive evidence and limit lines of questioning and testimony which are repetitive;

e. Call and examine witnesses and introduce into record documentary and other evidence;

f. Regulate the course of the hearing and dispose of procedural requests, motions and similar matters; and

g. Take any other action necessary to make the hearing accord with administrative due process.

Hearings shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court, except that, the burden of proof shall initially rest upon the board in a ll instances other that when the allegation is that the teacher's contract has been terminated or non-renewed by reason of the teacher having exercised a constitutional right. All relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that

the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

It is the intention of the parties that the hearing officer recommendation be rendered prior to June 1 and all reasonable efforts should be made to accomplish that goal. While the hearing officer's recommendation is not binding upon the board, it will be strongly considered as the board makes a final determination.

After receiving the recommendation, the board shall determine the matter.

The teacher shall pay for his/her expense, including any witnesses and/or representation. The cost of the hearing office and all other costs shall be borne by the non-prevailing party of the hearing officer's recommendation.

05-06.1 TEACHER REPRESENTATION (Amended January 2010)

Certified staff have the right to a representative of their choice with them at any meetings with administrators or other concerning reprimands, discipline, evaluations, and conference with parents. Any meetings of this type must be within the time frame as deemed necessary by the administration. When a conference is needed, the administration shall give the teacher notice of the intent of the meeting and who will be participating in the meeting. If the teacher does not have a representative present, he or she may terminate the meetings at any time.

05-07 REDUCTION IN FORCE POLICY (Amended November 2013)

If it should be necessary to reduce staff because of declining enrollment or economics, the Board shall consider all attendance center and shall accomplish this reduction in the following order:

1. The Board shall decide which position or positions are to be reduced.
2. If possible, this reduction shall be accomplished by normal attritions. (Retirement, resignation, etc.)
3. Non-tenured teachers with certification or license to teach in that position shall be reduced.
4. Teachers with due process rights who have been on the Individual Growth Opportunity for two or more consecutive years may be released from their contract after all non-tenured teachers have been released.
5. If the desired reduction has not yet been accomplished, then the remaining teacher shall be compared by seniority.

Rights of a teacher reduced in force:

1. A teacher with due process rights reduced from a position by the above process shall have the right to move to a position he/she is certified/licensed to teach. The following process shall be used in the stated order to determine what reduction is to be made.

    a. A non-tenured teacher within that position shall be released to open up a position for the RIFed teacher as per state law.

2. The first opening for recall shall be given to the last tenured person reduced in positions which those employees are certified/licensed to fill for a period of 12 months from the continuing contract deadline of the year of the reduction.

05-08 KNOWLEDGE OF POLICIES AND REGULATIONS (Amended June 2007)

The District will provide each teacher with access to all policies and regulations to be enforced by the teacher.

05-09 APPROPRIATE CHANNELS OF AUTHORITY (Amended June 2007)

Employees should make their recommendations and/or complaints through the appropriate channels. Teachers should first go through the building principal to discuss areas relevant to the building. The Superintendent should be afforded the opportunity to discuss the matter should it not be approached to the satisfaction of the employee at the building level. Should the employee wish to file a grievance relative to unsatisfactory solutions through the administration, adherence to the grievance policy set forth in the negotiated agreement is expected.

05-10 DUTIES (Amended August 2008)

Certified staff members are expected to fulfill the contractual assignments in a competent fashion and in line with the goals and policies set forth by the Board of Education . They shall provide appropriate instruction, supervision, and guidance to the pupil personnel assigned to them. They will be expected to conduct duties that can be accomplished inside the assigned duty day.

While on duty, teachers are encouraged to not leave the building, but if they must, it should only be after prior approval is obtained from the building principal or their designee.

05-11 EVALUATION OF CERTIFIED STAFF (Amended August 2025)

Philosophy: To assure quality education and accountability, evaluation should be a continuous process. An effort will be made to expand on the individual art forms of the teacher by developing improved techniques for the transfer of learning. Best results are

achieved when evaluation is cooperatively planned, deliberate, and fairly implemented. The procedure should motivate self-evaluation and encourage self-improvement of the appraisee, and enhance the professional effectiveness of the individual. Criteria for evaluation should be clearly defined. The most important result of the teacher appraisal should be providing optimal educational opportunities for the students of USD 348.

OBJECTIVES

1. That the primary goal be the improvement of instruction.
2. To provide for fair and accurate appraisal of teacher performance.
3. To promote self-appraisal in cooperation with administrative appraisal.
4. To be objective in the process of evaluating the techniques and art forms important to the transfer of learning.
5. To prepare an appraisal summary of the evaluation process for record purposes.
6. To identify goal(s) and/or job targets for the purpose of improving instruction.
7. To define performance expectations.
8. For teachers with due process rights: to provide information for potential due process procedures through the placement of employees in critical standing into an Individual Growth Opportunity.

Based on TalentEd walkthrough observations or other relevant documentation, a building principal may recommend an opportunity for growth assistance for a teacher who is not scheduled to be on evaluation. If the teacher consents to the use of the opportunity it will be written in accordance with the guidelines outlined for an Individual Growth Opportunity.

The teacher evaluation process can be found at http://www.usd348.com/district-information/board-of-education/policy/ or at the end of this document.

Individual Growth Opportunity

Any Individual Growth Opportunity shall be written with two (2) weeks of the Final Conference and shall meet the following guidelines:

1. The opportunity shall be in harmony with the negotiated agreement.
2. The opportunity shall be reasonable, specific and limited to no more than two construct areas for improvement.
3. The teacher shall develop the opportunity in collaboration with the evaluator.
4. The opportunity describes how the teacher will demonstrate results.
5. The opportunity describes how the evaluator will measure results.
6. The opportunity describes how much improvement is enough.

7. The opportunity includes a checklist to avoid escalating demands.
8. In-district assistance is identified, scheduled and provided.

If an individual growth opportunity cannot be agreed upon, then the teacher and the evaluator shall meet with the superintendent and a designee from BEA to develop the Individual Growth Opportunity.

The evaluation process in the negotiated agreement shall be used to determine the effectiveness of the Individual Growth Opportunity.

Failure to meet the conditions of the Individual Growth Opportunity could result in non-renewal or a new Individual Growth Opportunity. When the conditions of the Individual Growth Opportunity are met, the teacher shall no longer be at risk of non-renewal and shall be evaluated on the next evaluation cycle the next year. After that evaluation and a new Individual Growth Opportunity is not needed, then the teacher will next be evaluated in three (3) years and continue on that cycle unless a new Individual Growth Opportunity is needed.

In the event that the teacher and administrator cannot agree on the student growth measures to use or the level of growth that must be met, the superintendent shall attempt to mediate the disagreement. If an agreement cannot be mediated, the teacher, administrator, superintendent, and head of the department shall meet to mediate the disagreement.

Role of a Learning Coach and Evaluation

Teachers in their first three years in USD 348 or on an Opportunity of Assistance/Individual Growth Opportunity may be assigned to work with a learning coach to support their continued development. In order to best support individual teacher growth, conversations between the learning coach and a teacher will remain confidential. Unless requested by the teacher, a learning coach will not take part in the appraisal process aside from supporting the teacher in reaching their improvement goals. A learning coach may work with a teacher to help them with self-appraisal in preparation for their administrative appraisal.

<u>05-12</u> PAYMENT OF SALARY (Amended June 2007)

Salary checks will be issued on the fifteenth day of each month. In the event that the fifteenth falls on a weekend, non-duty day, or bank holiday, checks will be issued on the nearest duty-day preceding the fifteenth. Payment of summer checks would follow the same procedure concerning weekend, non-duty day or bank holiday. Payment of July and August checks in a one lump sum payment in July is available. Any teacher wishing to

receive this lump sum payment should indicate to the Payroll Manager by checking "yes" at the bottom of the contract. The payment will be made after receipt of the District's State Aid payment in early July. All other paychecks shall be distributed on the fifteenth as per policy. The payroll record of deductions will be provided monthly along with each check. The Clerk will provide further information as requested.

05-13 PAYROLL DEDUCTION OF DUES

Payment of Baldwin Education Association (BEA) Dues

At the beginning of each school year, BEA will determine what the dues for the Association will be for that year. A BEA officer shall have each member of BEA choose what method they would like their association dues paid. They have three (3) choice;

a. Have the district deduct one-twelfth (1/12) of the total Association dues per month from each paycheck beginning with the September check;
b. Write a personal check to the Association for the full payment in one lump sum;
c. Have KNEA electronically remove one-twelfth (1/12) of the total association dues monthly from the teacher's personal account.

When BEA has collected all members' signatures, the Association will send a list of names along with what dues per month each person would like to have deducted to the district office by September 1. The district office will then adjust each teacher's monthly paycheck accordingly.

The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) days following each regular period with a listing of the employees for whom the deduction was made.

Any balance due upon the employee's termination of employment shall be deducted from such individual's final check.

05-14 DUTY DAY (Amended January 2010)

The teacher duty day shall be no longer than 7 hours and 40 minutes. Each teacher's duty shall include a duty-free lunch period of not less than 25 minutes per day. Teachers may opt to perform duties during this lunch period, as defined in Policy 05-31. Teachers at each school will have a minimum of a weekly average of 45 minutes of plan time per day. The board recognizes its requirements to negotiate any and all terms and conditions of professional services as set forth in K.S.A. 72-5413 (1) and judicial interpretations thereof.

05-20 PROVISIONS FOR ABSENCE (Amended June 2007)

In case of an absence other than emergencies, the teacher shall notify the proper District designee of the absence as soon as is possible. In case of an emergency, the teacher shall notify the proper District designee of the absence as is practical. The following information should always be available for substitute use:

1. Class Roster
2. Daily Class Schedule
3. Lesson plans showing a sequence of several days

05-21 GRIEVANCE PROCEDURE (Amended January 2010)

PURPOSE: The purpose of this procedure is to secure at the lowest possible step, equitable solutions to the problems, which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

DEFINITIONS:

ADMINISTRATION: All District employees who are assigned administrative or supervisory responsibilities by the Board of Education

AGGRIEVED PERSON: The person or persons making the complaint. The term "aggrieved person" may include a group of teachers who are similarly affected by a grievance.

BOARD: the Board of Education of USD 348, Douglas County, Kansas.

DAYS: Except when otherwise indicated, days will mean working school days as stated in each contact, exclusive of weekend days and holidays as designated on the school calendar.

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

SUPERINTENDENT: The Superintendent of USD 348, Douglas County, Kansas.

TEACHER: All certified employees except administrators employed by the Board of Education.

PROCEDURE:

Note: By mutual agreement, the timeline may be extended when necessary.

STEP 1: The aggrieved person should request conference with his immediate supervisor within 30 days of when he becomes aware of the grievance. The aggrieved person shall indicate in writing that the grievance procedure is being initiated prior to the conference. This conference will be held within five days of the written notification of grievance. At this conference the document will identify

the provision of the agreement that is alleged to have been abridged and a brief description of the grievant's reason for filing the grievance. The grievant shall state the resolution they desire. The purpose of a conference with the administrator will be to clarify the facts and discuss options which may resolve the dispute. The immediate supervisor shall render a written decision within ten days of the conference.

STEP 2: If the aggrieved person is not satisfied with the decision rendered at Step 1, he may file the grievance with the Superintendent within six days after the decision is rendered, or the ten days has expired. Within six days after the Superintendent's receipt of the written grievance the Superintendent will meet with the aggrieved person in an effort to resolve it. The superintendent shall render a decision within ten days of the meeting with the grievant.

STEP 3: If the aggrieved person is not satisfied with the decision rendered at Step 2, he may within six days after a decision by the Superintendent, or the ten days has expired, submit his grievance to the Board of Education. The Board of Education will confer with the Superintendent and the aggrieved teacher and hold hearings promptly. At this meeting the grievant will present his/her case followed by the superintendent. Each party will have the opportunity to examine any witnesses and challenge the Written documents presented by either party. Each party will make a closing statement. The Board will issue its decision no later than twenty days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proof are submitted to the Board. The Board's decision will be provided to the aggrieved person in writing and will set forth its findings of facts, reasoning, and conclusions on the issue submitted.

REPRISALS: No reprisals of any kind will be taken by any member of either party against the other party in interest, or any other participant in the grievance procedure by reason of such participation. All records of and references to the grievance procedure shall be kept separate from the respective personnel files of the participants. In such cases where material in the personnel file is directly affected by the final judgment of a grievance, only the particular material will be changed with no reference made to the grievance procedure.

REPRESENTATION: A teacher may file his grievance with and seek the counsel of representation of his choice. During the grievance procedure, a teacher may represent himself or may be accompanied by and use the services of a representative of his/her choice.

RIGHT TO WITNESS: Each party involved in a grievance shall have the right to call and examine for the record, witnesses of his choice. Each party shall have the right to cross-examine witnesses called by the other party.

MISCELLANEOUS: If a grievance affects a group of teachers, one of the aggrieved may act for the group and may initiate and submit such grievance in writing to the Superintendent and the procession of such grievance will be commenced at Step 2, and may proceed through Step 3. No teacher may be made part of a group initiating a grievance without his consent. Decisions rendered at each step of the grievance procedure will be provided in writing, setting forth the decision and the reasons therefore. A grievance file will be maintained until all steps in the process, including appeals have been completed.

05-22 ADVISORY ARBITRATION FOR GRIEVANCES
(Adopted June 1996)

The Board agrees to "Advisory Arbitration" only on those grievances filed relating to previously negotiated items. This agreement will take effect on those disagreements initiated after 7/1/87. The cost for such grievances shall be borne equally by the recognized teacher association and the Board.

05-25 SALARY SCHEDULE 2026-2027 (Amended August 2026)

The salary schedule can be found at
https://www.usd348.com/employment/salary-benefits/

05-25.02 OTHER SALARY LISTINGS (Amended August 2008)

1. Summer School - $30.00 per hour
2. Drivers Education - $30.00 per hour
3. Certain jobs whose salaries are provided for by grants (After school tutoring, etc.) These hourly jobs will range from $12.00 per hour to $25.00 per hour depending on the funds available through the grant. (The prospective teacher will be told in advance the hourly wages for a particular grant associated work assignment.)
4. Any teacher upon receiving National Certification shall receive a stipend from the District of $1,000.00 per year until National Certification expires. The stipend shall be paid as a lump sum on the June payday of each year following National Certification. Payments shall cease when National Certification expires or when the teacher leaves the district, whichever comes first.

5. Student Teachers: All money provided by a University or College for supervision of student teachers or interns will be paid by the District to the supervising teacher in May of each year. If a duty is split, the pay for such duty shall be divided accordingly.
6. Dual enrollment classes: Teachers who teach dual credit classes shall be paid by the higher education institution giving the credit for the class. The teacher's pay shall be the amount normally paid by the institution for off campus classes, allowing for payroll deductions, if the policy of the university requires funds to flow through the District.
7. Placement on the salary schedule shall correspond to the employee's earned additional credits or degrees and years of experience, provided such placement does not exceed the highest education column and/or row currently established on the salary schedule.
8. No additional educational columns or experience rows shall be created for newly hired employees. Employees whose educational attainment or years of experience exceed the highest column or row currently established on the salary schedule shall be placed on the highest existing educational column and/or experience row.
9. If an administrator deems it necessary for a teacher to teach a class during their plan and the teacher agrees, then the teacher shall be paid one-seventh (1/7) of their primary salary. The teacher shall plan for his/her classes as he/she feels is necessary and at his/her discretion. There shall be no designated plan tie outside of the defined teacher workday. The position shall be treated as described in policy 05-36 Notifications of Vacancy.

05-21.1 HEALTH INSURANCE FRINGE BENEFIT (Amended August 2025)

USD 348 will contribute the base premium Plan C ($793.00) as adopted by the Greenbush Health Insurance Group for the 2025-2026 school year, per month for full-time, twelve month employees applied to the USD 348 group insurance program. If the employee chooses to enroll in Plan D(QHDP/HSA) ($618), the district shall contribute the difference between the base premium for Plan C and the base premium for Plan D to the employee's HSA per month. Part-time employees will have the option to receive the benefit on a prorated basis.

05-26 SUPPLEMENTAL SALARY SCHEUDLE*

(Amended August 2026)

POSITION	PERCENT OF THE BASE SALARY	MAXIMUM EXPERIENCE CREDIT IN YEARS
HS Head Football	11	10

HS Head Basketball	11	10
HS Head Track – Combined	11	10
HS/JH Instrumental Music	10	10
HS Head Wrestling	10	10
HS Head Wrestling - Combined	12	10
HS Cheerleading	10	10
HS Head Track – If Separate	9	10
HS Head Volleyball	9	10
HS Cross County	9	10
HS Head Baseball	9	10
HS Head Softball	9	10
HS Head Soccer	9	10
HS/JH Vocal Music	8	10
HS Assistant Football	8	10
HS Assistant Basketball	8	10
HS Debate	8	10
HS Pep Club Sponsor	8	10
JH Head Track - Combined	8	10
District Telephone Aide	8	10
HS Forensics	8	10
JH Head Cheerleader Sponsor	8	10
HS Journalism	7	10
HS Drill Team	7	10
HS Assistant Wrestling	7	10
HS Tennis	7	10
FCCLA Sponsor	7	10
FBLA Sponsor	7	10
HS Assistant Cheerleader	7	10
FFA	7	10

HS STUCO Sponsor	7	10
HS Golf	6	10
HS Assistant Baseball	6	10
HS Assistant Softball	6	10
HS Assistant Track	6	10
HS Assistant Soccer	6	10
JH Head Football	6	10
JH Head Basketball	6	10
JH Head Track - If Separate	6	10
JH Head Volleyball	6	10
JH Head Track	6	10
HS Musical	6	10
HS Assistant Volleyball	6	10
HS Assistant Tennis	6	10
BHS & BJHS Concessions Director	6	10
JH Assistant Cheerleader Sponsor	6	10
HS Cross Country Assistant	6	10
HS Flag Football (Varsity)	6	10
HS Golf Assistant	5	10
HS Dance Assistant	5	10
NCA Building Chair (Maximum 2 per building)	5	10
JH Assistant Football	5	10
JH Assistant Basketball	5	10
JH Assistant Track	5	10
JH Assistant Volleyball	5	10
HS Scholars' Bowl Sponsor	5	10
Lead Teacher (VES/MSES)	5	10
JH Yearbook	5	10

HS Flag Football Assistant (Varsity)	5	10
JH Head Wrestling	4	10
JH Pep Club Sponsor	4	10
JH Conditioning Coordinator/Coach	4	10
HS Play	4	10
BHS Link Crew (to be split equally among sponsors)	4	10
JH Web Sponsor (to be split equally among sponsors)	4	10
NCA Target Area Chairperson (Maximum 4 per building)	3	10
HS Debate Support Assistant	3	10
HS Musical Assistant	3	10
HS Fall Musical Accompanist or Technical Director	3	10
HS Off-Season Conditioning Coordinator Fall	3	10
HS Off-Season Conditioning Coordinator Winter	3	10
HS Off-Season Conditioning Coordinator Spring	3	10
HS Off-Season Conditioning Coordinator Summer (2 positions)	3	10
HS Head Flag Football (Club)	3	10
BJHS Summer Conditioning Coordinator	3	10
BHS Fall Musical Choreographer	3	10
BJHS Instructional Coach (volleyball, boys' and girls' basketball) (filled as needed)	3	10
JH Scholars Bowl	3	10
HS Assistant Flag Football (Club)	2.5	10
JH Assistant Pep/Spirit Club	2	10

Sponsor		
HS Play Assistant	2	10
JH Assistant Wrestling	2	10
**HS Junior Class Sponsor (Each)	2	NONE
Intramural's	2	10
JH Student Council	2	10
BESIC/BESPC Yearbook Sponsor	2	10
Elementary Council/Leadership Sponsor (Maximum 2 people per building)	1	10
**HS Class Sponsor (Each)	1	NONE
Honor Choir (BESIC 4th/5th grade) Extra Duty Pay		
National Honor Society Extra Duty Pay		
BESIC Art Club Sponsor Extra Duty Pay		

*This contract shall be void if the employee fails to have on file with the Board continuously during employment valid certification for supplemental duties, if necessary. Failure to complete the entire season or other specified duties for any reason will make the contract null and void and subject to prorated payment.

Supplemental contracts will be filled on an "as needed" basis. 0.25% experience credit per year.

The BOE may hire, for appropriate compensation, any additional assistant coaches/sponsors after the designated number of assistant positions listed in the supplemental salary schedule has been filled. Dividing one assistant salary among two or more assistant coaches, who are agreed to the arrangement, satisfies the condition of hiring one assistant. Supplemental contracts will be filled on an "as needed" basis.

Assistant Positions:

HS Football	5	HS Volleyball	2	HS Cross Country	1
HS Tennis	1	HS Girls Basketball	2	HS Boys Basketball	2
HS Wrestling	2	HS Girls Track	2	HS Boys Track	2
HS Softball	3	HS Baseball	3	HS Soccer	1

HS Boys Golf	1	HS Cheerleader	1	HS Drill Team	1
JH Girls Basketball	3	JH Football	3	JH Wrestling	1
JH Boys Track	2	JH Boys Basketball	3	JH Girls Track	2

<u>05-26.1</u> EXTRA DUTY (Amended 2025)

EXTRA DUTY SCHEDULING

All staff will have first option to fill three extra duty positions on the first day of District In-Service. For the next two days, staff members may sign up for as many of the remaining extra duty slots as they so desire. Thereafter, the positions will be filled on a first come basis, including by community members for compensation or on a volunteer basis. Certain positions, i.e. scoring, timing, clock, etc., are available only after proving competency in the position.

EXTRA DUTY PAYMENT

Extra Duty-Payment for extra duty shall be the rate of **$20.00** per hour. Extra duty shall include ticket taking, supervision, score keeping, concessions and timekeeper. Pay for extra duty shall be defined to include one sponsor in the concession area for any activity at which:

A. Other people are receiving money for extra duty.
B. The sponsor on duty is receiving funds for coaching or other extra duty.

SUPPLEMENTAL CONTRACT COMMITTEE

Establish a District Committee to undertake the task of reviewing supplemental contact payment, scheduling, positions, etc., to ensure a system that is functional and equitable for USD 348. This committee shall consist of none (9) members: the activities/athletic director (chairman); one (1) BOE representative; the Superintendent; two (2) certified high school representatives; two (2) certified middle school representatives; and two (2) certified elementary school representatives. The BEA negotiations team will appoint the certified representatives.

Additions and changes to the supplemental contract schedule must be submitted to the committee chairman/activities director by March 1st to be considered for the following contract year. The form can be obtained from the building administrator.

This committee will make recommendations concerning any changes to the BOE and the Baldwin Education Association for inclusion in the negotiations process. The committee is required to meet at least once during March and may be convened at any other time as deemed necessary.

<u>05-27</u> LEAVES (Amended April 2015)

In the event that the employee contract day is canceled by the School District's designee, any teacher who has scheduled a discretionary, sick, professional, or all other legal leave day for that day shall not be charged.

<u>05-27.1</u> DISCRETIONARY DAYS (Amended August 2024)

The Board of Education and The Baldwin Education Association agree that students of USD 348 are best served when certified staff are present in the classroom. Therefore, teachers are urged to use professional judgement when using discretionary leave. Each Baldwin Certified staff member shall be allowed 12 discretionary days per school year. A deduction to the contract salary will be made when an absence is not covered by leave provisions at a rate of the employee's base salary divided by the number of days shown on the contract. Any leave beyond that provided by the District could be requested on an individual basis.

Unused discretionary days at the end of the school year may either 1) all become sick days at the rate of one (1) discretionary day becomes 1.5 sick days (12 discretionary days = 18 sick days or 2) teachers may elect for six (6) days to become sick days at the rate of one (1) discretionary day becomes 1.5 sick days and any days over six (6) to be paid at 75% of the teacher substitute rate. Sick days accumulate to a maximum of 65 days.

<u>05-27.2</u> SICK LEAVE (Amended August 2023)

Sick leave shall provide for the following absences after all discretionary leave has been exhausted:

1. Personal illness, accident and disability,
2. Illness, accident, and disability in the immediate family,
3. Death in the immediate family,
4. Other funerals when an excess of two hours absence is required, provided that school obligations can be appropriately covered,
5. Employee Parental Leave - Leave for birth or adoption of a child,
6. Quarantine by a doctor.

In the case where a serious illness, accident, or disability requires a staff member to exceed accrued sick leave, the following rule will be used: A deduction of the current substitute rate will be made for an additional ten days accrued leave is exhausted. Serious illness is defined to be any illness, accident, or disability requiring hospitalization and/or a statement from a physician indicating that the condition of the employee or immediate family member necessitates a prolonged absence from work.

The teachers will be reimbursed at a rate equal to 75% of the daily substitute pay for sick leave accrued after the 65-day maximum. Payment will be made June 30.

<u>05-27.11</u> SICK LEAVE POOL (Amended January 2010)

The Board of Education has agreed to the establishment of a sick leave pool to be supervised by the Baldwin Education Association. The sick leave pool will consist of days contributed by certified staff members from the certified staff member's accumulated

leave or discretionary leave if the certified staff member has no accumulated sick leave. All certified staff members who wish to participate may contribute from one to three days to the pool. Certified staff members new to the system may join if they desire by contributing one of the days to be earned the first year by September 30.

No more than 150 days can be awarded from the pool in a given year.

A committee will administer the sick leave pool from the Baldwin Education Association. Only certified staff members donating day(s) to the pool may apply to use the sick leave pool. A certified staff member who has contributed to the pool may apply for days from the pool after his/her accumulated sick leave is exhausted.

See usd348.com under Sick Leave Pool for complete guidelines.

05-27.3 PROFESSIONAL LEAVE (Amended July 2022)

Each certified teacher shall be encouraged to attend professional activities other than in-service activities scheduled on the District calendar during the school year. Leave shall be granted and District funds made available according to the following guidelines:

A. Days may be used for visitation to view other instructional techniques or programs or to attend conferences, workshops, or seminars related the the teacher's responsibilities
B. The teacher shall notify his/her principal at least one week in advance of his/her absence.
C. Each teacher shall be permitted to use two days of professional leave and all leave must receive administrative approval.
D. An annual total expenditure of up to $800 (not to include substitute teacher pay) is available to encourage staff members to utilize professional leave. Staff members wishing to exceed this amount for professional experience and/or college credit must obtain prior approval from the Superintendent.
    a. Professional expenses may not exceed $400 of the $800 allowed. Professional expenses may include, but are not limited to, workshop, conference, or seminar, as chosen by the staff member and approved by the administration.
    b. For college reimbursement, the staff member may use any money not used for professional expenses up to the $800. For college reimbursement during the present year, the staff member must submit a college transcript, grade card or letter of completion from the college to the district office by June 15th of the present year. If proof is submitted after June 15th, the reimbursement will be allocated from the next year's budget.
    c. The district shall pay tuition and fees in full for teachers who are required to take graduate level classes to teach dual credit classes in the school district.

05-27.4 ADMINISTRATIVE LEAVE (Adopted July 2002)

Administrative leave may be recommended/requested by an administrator for a staff member if it meets one or more of the following criteria: the school District and/or any individual school will benefit from the training that the staff member will receive, the leave will enhance a staff member's professional performance as deemed necessary in his/her performance evaluation or as mutually agreed by the staff member and building principal, or by administrative prerogative. This leave may be taken in conjunction with regular professional leave. All administrative leave is subject to the Superintendent's approval.

05-27.5 LEGAL LEAVE WHEN SUMMONED (Amended July 2020)

Legal leave will be allowed for any staff member subpoenaed or otherwise ordered to appear as a witness or juror in legal proceedings. This leave will be granted without loss of pay or substitute's pay. However, any staff member using legal leave will be required to reimburse the District the entire daily fee paid for such service but may retain all other miscellaneous expenses paid to him.

05-27.6 ALL OTHER LEGAL LEAVE (Amended July 2002)

If a staff member is required to appear in legal proceedings to which he is a party, personal leave may be granted for such situations, or the staff member may choose to request a full dock in pay.

Legal leave will be granted provided that the staff member complies with all school District policies and procedures for absence from Duty.

05.27.7 SABBATICAL LEAVE (Amended July 2002)

Not more than two (2) teachers (or the equivalent as described herein) per year shall be eligible for sabbatical leave. Selection for participation in this sabbatical leave program shall be made by the Board of Education. A committee composed of an equal number of teachers from each school, appointed by the Superintendent in collaboration with the BEA, shall review the applications and make a recommendation to the Superintendent of Schools for referral to the Board of Education. Sabbatical leave will be granted for various professional growth experiences, i.e. graduate study, specialized study in a field of teaching responsibility, travel related to teaching field, work related to teaching field (other experience, not teaching in another school District) etc.

Application for sabbatical leave for the ensuing year must be filed with the Superintendent by April 1. No teacher shall be eligible until after the sixth (6th) year of service in the District. An applicant may apply for a sabbatical leave for one (1) academic year or for one (1) academic semester. Sabbatical leave will be granted using one of the following allocations:

1. One year leave granted to one applicant with the applicant receiving zero pay.
2. Two, one semester leaves granted to two applicants with each applicant receiving zero pay.
3. One, one semester leave granted to one applicant with the applicant receiving zero pay.

Every sabbatical leave request is approved pending the procurement of a qualified replacement.

The sabbatical teacher(s) shall retain all right to accrue under KPERS, shall be able to retain membership in USD 348 group health and life insurance programs, shall advance on the salary schedule, and shall retain accumulated leave days as if the teacher(s) had been present during the sabbatical leave.

Teachers granted a sabbatical leave by USD 348 will retain the teaching position from which the leave occurred. If leave is for only one semester, they will be deemed a consultant and agree to minimal consultation with the long-term substitute. His/her pay for the one remaining semester may be divided by 12 months if the teacher requests this to be done.

A requirement of this policy is to return to the school District's employment for a period equal to the time taken for the leave, i.e., one semester leave requires one semester employment, one year leave requires one year employment.

05-27.8 LEAVE OF ABSENCE (Amended July 2002)

Selection for a leave of absence will be made by the Board of Education. A committee composed of an equal number of teachers from each school, appointed by the Superintendent in collaboration with the BEA, shall review the applications and make a recommendation to the Superintendent of Schools by April 1for referral to the Board of Education.

Applications for leave of absence for the ensuring year must be filled with the Superintendent. No more than two (2) full-time leaves of absence will be granted for any academic year. An applicant may apply for a leave of absence for one (1) full academic year or one (1) full semester, pending the procurement of a qualified replacement. The District shall hire the replacement employee on a temporary contract. An employee returning from a leave of absence may re-apply for any available position for which they are certified/licensed and will be considered with the other applicants.

A leave of absence is without pay, and the employee will not advance on the salary schedule. The employee, while on leave, may continue to participate in any fringe benefit program made available to other certified employees by the Board of Education.

Participation will be at the employee's expense, and arrangements for paying for this benefit must be made in writing by the employee prior to the leave. All premium payments must be paid on or before the monthly due date established by the District.

05-27.9 BEREAVEMENT LEAVE (Adopted August 2025)

An employee will be granted leave with up to three (3) working days (days can be non-consecutive), per immediate family member, to attend a funeral service. The employee shall notify the building administrator or director of the number of days required as soon as is practical. If more than three (3) working days of paid bereavement leave are needed for an incident, additional days shall be charged to the employees accumulated leave time (discretionary, vacation, sick leave). Approved leave shall be used at the time of the death and/or funeral of the family member.

Bereavement Leave Definitions "Immediate Family" shall be construed to include the following relationships of the employee's spouse/domestic partner:

Mother (in-law, step)
Father (in-law, step)
Brother (in-law, step)
Sister (in-law, step)
Spouse/Domestic Partner (in-law)
Child (step, adopted)
Grandparent (in-law, step)
Grandchild (in-law, step)

05-27.10 NEW PARENT LEAVE (Amended August 2026)

An employee will be granted New Parent Leave with pay for the first twenty (20) consecutive contract days starting the day of birth, adoption placement or placement through surrogacy, per incident. The employee shall notify the building administrator or director of the number of days required as soon as is practical. If more than twenty (20) contract days of New Parent Leave are needed, additional days shall be charged to the employee's accumulated leave time (discretionary, vacation, sick leave). Approved leave shall only be used at the time of the birth, adoption placement, or placement through surrogacy.

Employees involved in foster care shall be granted up to twenty (20) paid contract days per school year, as determined by the district. These days may be used as the start of each new foster care placement as needed. A placement incident is defined as each individual foster care placement, regardless of whether leave is used consecutively or intermittently.

05-28 RETIREMENT BENEFITS (Amended July 2022)

Individuals that have ten (10) or more years of service in the District who resign or retire shall be reimbursed at a rate of 75% of the daily substitute rate for all unused sick leave.

In the event of a teacher's death, the surviving spouse or estate will be paid for all-days of accumulated leave at the deceased teacher's daily contract rate.

<u>05-28a</u> LONGEVITY BENEFIT (Amended August 2025)

1. To be eligible for this benefit, the retiring teacher must meet all the following criteria:
    a. The retiring teacher must have worked in the district for at least ten (10) consecutive years before their retirement.
    b. The retiring teacher must have participated in the district's group health insurance plan for a minimum of 2 consecutive years before their retirement.
    c. The retiring teacher must remain on the district's group insurance plan after retirement to receive the benefit. If the teacher decides to not participate in the district's group insurance plan, they will no longer receive this benefit.
2. The retiring teacher must meet any one of of KPERS normal retirement age criteria:
    a. Age 62 with ten (10) years of credited service or
    b. Any age when combined age and years of credited service equals 85
3. Retiring teachers who meet the above criteria shall receive the same payment for the district's group health insurance (single plan) as is provided to all current, full-time employees. Payments will be made by the district directly to the district's group health insurance insurer. Payments will continue for four (4) years, or until the teacher's 65th birthday, whichever comes first, with the payment being made on the September payday of the calendar year the teacher retires. In the event of the teacher's death, payment will cease on the death date.
4. Upon retirement, the teacher may choose:
    a. The individual plan whose premium is equal to the district's contribution.
    b. An individual plan whose premium is greater than the district's contribution by paying the difference in the premiums.
    c. An individual plan that is less than the district's contribution. If so, the difference in the premiums shall be put into an HSA in the teacher's name.
    d. To stay on or enroll in employee/child, employee/spouse, or employee/dependent by paying the difference of what the district pays on a monthly basis and the premium for that plan. When the retired teacher's insurance benefit provided by the district ends, then insurance purchased through the district plan for child, spouse or dependent shall also end. If the teacher dies before reaching the end of the district's benefit payments, the child, spouse or dependent may remain on the district's insurance by

paying 102% of the premium (*see note below) until the deceased employee's payments would have ended.

5. The teacher must notify the district of their intent to retire by 4pm Friday before the first regularly scheduled January board meeting of the proposed retirement calendar year. If the teacher has a catastrophic life changing event (death of a spouse, divorce or any situation deemed appropriate by the Board of Education), the teacher may petition the Board for reinstatement.

*Note: In the event of a retired teacher's death while on this plan, the surviving spouse's, child's or dependent's insurance benefits are subject to COBRA requirements which include premium payments of 102% of the regular insurance premium.

05-29 SALARY REDUCTION FRINGE BENEFIT PLAN (Amended May 1992)

A Salary Reduction Plan 125 is available to each teaching staff member up to the maximum amount allowable by IRS rules and regulations.

05-30 STAFF PLANNING TIME (Amended July 2022)

The Board of Education will guarantee an average minimum of 45 minutes per day planning time for full time staff. This is not to include planning time provided at the elementary for release time resulting from the trading of duties at recess or during the noon hour. This is not to include travel time for teachers who work in different buildings during the day.

Any teacher who covers a class during their plan time shall receive forty-four cents ($0.44) per minute for that time. Each teacher shall record their time on a substitute time sheet and submit it to their administrator for pay when time has accumulated to full days or the school term has ended, whichever comes first. Payment shall be made on the following paycheck.

If a grade level is split among the remaining grade level classes, each teacher receiving the extra students shall receive the fractional portion of forty-four cents ($0.44) per minute pay equal to the number of classes that the students are divided among.

05-31 PAYMENT FOR LUNCH SUPERVISION (Amended October 2019)

Teachers are not required to do lunch supervision; however, teachers may do lunch supervision on a voluntary basis. Each building administrator shall determine his/her building lunch supervision needs and offer an opportunity for teachers to fulfill those needs on a voluntary basis at the beginning of the school year. Each supervising teacher shall receive $3.75 or a free lunch per lunch supervision session (25 minutes). Only teachers who signed up for lunch supervision will be paid. Lunch supervision payment shall be made one time only, in June.

05-32 PROFESSIONAL DEVELOPMENT COUNCIL (Amended September 2003)

Professional development points gained for re-certification or re-licensure as provided by the Professional Development Plan (PDP) shall be applicable for advancement on the salary schedule in the same ratio.

05-33 CALENDAR NEGOTIATIONS (Amended January 2010)

The Board of Education shall adopt the school calendar each year. The Board in adopting the school calendar shall include the following holidays with the minimum number of days as designated:

Labor Day - 1 school day
Thanksgiving - 2 school days
Winter Break - 6 school days
Martin Luther King Day – 1 school day
Spring Holiday & Spring Break - 5 school days total, whether observed separately or combined
Memorial Day - 1 school day

As designated, all days will include the minimum number of days of each vacation period. The board shall have the right to increase the number of vacation days as it develops the school calendar. The board in developing the school calendar shall schedule a workday at the end of each nine-week period for the preparation of parental/guardian reporting. This day will require teachers to put in a workday equivalent to the time of the regular workday. Building meetings are to be discouraged and no student activities shall be scheduled prior to 1:30 p.m. However, one hour shall be allowed for staff meetings, if needed.

Following the first nine-week grading period, the workday will be the first teaching day after the last day of the nine-week grading period. Conferences will follow.

The Board and the Baldwin Education Association bargaining unit will meet to receive input prior to school calendar construction. This input will be seriously considered by the Board to insure all certified personnel are well represented. The number of days and the number of contract hours will not be changed without agreement through the negotiations process.

05-34 INCLEMENT WEATHER (Adopted May 1987)

When students are dismissed from school due to inclement weather, teaching staff shall not be required to stay on-site longer than 30 minutes after student dismissal. In the case of heat dismissal, the Central Office Administration shall have the authority to schedule total staff meetings in buildings with appropriate climate control.

05-36 NOTIFICATION OF VACANCIES (Adopted July 1990)

When District vacancies occur, written notification will be posted in each attendance center. The Board shall notify staff the day following official acceptance of resignation(s) or the official decision to add new positions.

05-37 FRINGE PROGRAMS AND CARRIERS (Adopted July 1990)

Establish a District Committee of one certified representative from each attendance center, one administrator and one Board member. Any person with a conflict of interest will act in an advisory capacity only.

This committee will evaluate current and prospective carriers of fringe programs in order to make recommendations to the Bargaining Unit. (These recommendations will be subject to concurrence by the Bargaining Agents).

05-40 VISION ON OPTIMUM CLASS SIZE (Amended August 2005)

The Board clearly understands the significance of class size as it relates to educational opportunities for students. We acknowledge that extensive research has proven that teacher/student ratio of 1 to 15 has a tremendous impact on the learning opportunities for the student. Past practice illustrates that class size is certainly a priority consideration for the USD 348 Board of Education. However, many factors such as grade levels, state assessment preparation, age and maturity of students, labs versus lectures, learning abilities of certain students, combined grade levels, equipment limitations, enrollment anomalies, the unique nature of the Baldwin School District, and financial constraints beyond our control, should all be considered in determining an optimum class size.

05-41 TRANSFER OR REASSIGNMENT OF STAFF (Adopted June 2002)

If it should be necessary to transfer or reassign staff, the administrator will notify the affected staff members and consider their input and certification/licensure prior to making a final recommendation to the Board.

ADDENDUM: May 2001

Communication:

This is not a negotiable item; however, the following was agreed upon.

1. A discussion committee will be established to meet on a monthly basis to discuss items of concern within the District. This committee will be made up of a representative from each attendance center, the Superintendent and any Board member that would like to attend.

Discussion Committee Guidelines:

A. All issues must be given to the Superintendent at least one week in advance of the next meeting. The superintendent may submit issues to the committee.
B. All issues must affect the entire District.
C. If there are no issues to be discussed, the Superintendent may cancel the meeting.
D. Meetings are to last no more than one hour.

The BEA and BOE negotiating teams will meet on a monthly basis to negotiate items on a continuing basis.

BEA may provide a person to take notes at each Board meeting with the purpose of providing Board briefs to the staff.

05-42 MENTORING STIPEND (Amended April 2015)

The state of Kansas requires that all first and second-year teachers must complete a mentoring program to move from a provisional to a regular teaching license. In the past, the state reimbursed those mentor teachers for their time.

USD 348 will provide $1,000.00 stipend for each mentor of a first-year teacher payable in a lump sum in June.

USD 348 will provide a $500.00 stipend for each mentor of a second-year teacher payable in a lump sum in June.

Mentors shall receive payment for each teacher that he/she mentors as the rate described above. (For example, if a teacher mentors 2 first year teachers at the same time, he/she shall receive $1,000.00 per teacher.)

Mentors will be required to go through training prior to mentoring. Mentors will be required to keep a log of activities and meetings with the provisional teacher and will be required to show their building principal the log in May. The mentor will meet with the first-year teacher at least once a week while school is in session. The mentor will meet with the second year teacher at least every other week while school is in session.

05-43 NATIONAL CERTIFICATION FEE (Amended September 2019)

The Board will provide, for any teacher wishing to become Nationally Certified, the balance of the initial fee to enroll in the program not provided by the state. If the teacher fails to complete the program and become Nationally Certified, he/she will reimburse the District for the fee that it provided. The teacher will keep any compensation provided by the State before or after the completion of the program. The District will then allow days of release time over two years to work on requirements of National Certification, of which, 5 days will come from the sick leave pool and 5 days will come from staff development.

05-44 TRAVELING TEACHERS (Adopted June 2007)

Teachers who are required to teach in more than one building shall be provided travel time in addition to lunchtime and preparation time. The school with the largest amount of preparation time shall be the determiner of the amount of preparation allowed.

Teachers who have schedules that conflict with another school's schedule shall notify the principal of each school of the conflict. When the principals have resolved the conflict, they shall notify the teacher of the new schedule.

Teachers assigned to multiple schools who are required to attend events (including but not limited to faculty meetings, parent-teacher conference, and parent orientations) at more than one school shall be provided an additional $15 per hour pay for each event beyond the teacher's primary building assignment.

Any teachers who are required to travel as a result of their teaching assignment shall be paid the District approved mileage rate for travel between schools.

05-45 TERRORIST THREAT POLICY (Adopted May 2007)

In the event of a terrorist threat made against the student body, staff or District facility resulting in school being released, the time missed will be made up some other time during the current school year after consultation with the Association.

05-46 PBL DEVELOPMENT STIPEND (Adopted July 2021)

For the 2021-2022 school year only, the district shall pay each teacher who develops, gets pre-approval for, and implements four (4) Project Based Learning modules (PBL's) a $1,000 stipend. Each teacher shall implement one (1) PBL per quarter unless other arrangements are made with their administrator. The stipend shall be paid in a lump sum on the May payday. If the money is not available to the district for the May payday, then it shall be paid on the first payday after the money is made available after the May payday. Any teacher who completes all four (4) PBL's after May 1,2022 shall be paid on the first payday after the May payday.

In the event that a teacher has a long-term substitute, the teacher shall be paid $250 per PBL, up to four (4), that is developed, pre-approved and implemented while they are at

school. The number of PBL's required shall be determined by an agreement between the teacher and the building administrator.

The guidelines for PBL's can be found at
https://go.boarddocs.com/ks/usd348/Board.nsf/Public#

This agreement becomes null and void if the ESSER funds are not approved. The PBL guidelines will still be in effect as the Board has previously approved.