MASTER
COLLECTIVE BARGAINING AGREEMENT

(K.S.A. 72-5413 PROFESSIONAL COLLECTIVE NEGOTIATIONS ACT)

For

2026-2027

Between
Osborne Education Association
and
Osborne Unified School District #392
Osborne, Kansas

This agreement is made and entered into by and between the Board of Education of U.S.D. No. 392, Osborne County, Kansas and the members of the Osborne Education Association this 20th day of August, 2026.

Date: 8/21/2026
Shana Guttery
President, U.S.D. No. 392

Date: 8/21/2026
Tracy Holloway
President, Osborne Education Association

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Post-Ratification Legal Compliance Amendments

Following ratification of this Agreement by the Osborne Education Association and the Unified School District No. 392 Board of Education, the Agreement was submitted for legal review by counsel for the District. As a result of such review, certain revisions were determined by legal counsel to be necessary to ensure compliance with current applicable federal and state statutes, regulations, and other governing law.

The parties acknowledge and agree that such revisions are limited to those changes identified by legal counsel as necessary for legal compliance and are not intended to otherwise modify the terms and conditions negotiated and ratified by the parties.

All post-ratification revisions made pursuant to such legal review have been identified in the Agreement and acknowledged by the initials of both the President of the Osborne Education Association and the President of the USD 392 Board of Education. Such initials constitute acknowledgment and mutual acceptance of the identified revisions by the parties.

Except for the specifically identified and initialed revisions, all other provisions of the Agreement remain as negotiated and ratified and shall continue in full force and effect.

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GENERAL PROVISIONS

Section A - Recognition

The BOE recognizes the OEA as the exclusive representative of the professional employees, other than administrative personnel, for purposes of negotiation for the contract year.

Section B - Procedural Agreement

1. General

   It is understood and agreed, that negotiating teams can best perform their function when guided by bilaterally established procedures and that agreement to such procedures is a proper subject of negotiation.

2. Mutual Responsibilities

   We believe that teachers, administrators and school boards have a common goal; that of providing the best possible education for the children and youth. We believe that any action or proposed action by the BOE or the OEA should be evaluated by this criterion. We believe that effective communication characterized by a free and open exchange of facts, opinions, viewpoints, proposals and counter-proposals between the BOE and the OEA is necessary for the development of sound educational policy and practice.

   It is the responsibility of each party, upon the request of the other party when in compliance with Kansas statute, to negotiate in good faith; to choose its negotiators and to engage in negotiating sessions. Upon reaching agreement of the negotiated items, each team shall recommend to its constituents the prompt ratification of same.

Section C - Past Negotiated Agreements

The comprehensive Agreement shall supersede the existing negotiated policies regulating the terms and conditions of employment of the professional teaching staff. Past negotiated policies shall be the rule until such time as new or amended policies are ratified.

Section D - Savings Clause

In the event that any provision or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent jurisdiction, or changed by statute, the balance and remainder of the Agreement shall remain in full force and effect.

Section E - Duration

This Master Collective Bargaining Agreement shall be effective as of the first day of September, 2026, and shall remain in full force and effect, and shall bind and insure to the benefit of the parties until the last day of August, 2027, except as conditioned below:

1. Items not included in this Master Collective Bargaining Agreement may be submitted for negotiations at any time during the term of this agreement pursuant to appropriate notice as

provided by law; if both parties so agree.

Section F - Editing

Prior to ratification by either party, the total agreement will be edited, jointly, by the two negotiating teams.

Section G - Distribution

One (1) copy of the Agreement will be provided to the OEA by the school district. The BOE will distribute one (1) copy to each teacher when school begins in the fall.

ARTICLE I - SALARY AND WAGES

Section A - Salary Schedule

The Board of Education (BOE) and the Osborne Education Association (OEA) agree that in their continuing effort to improve the quality of instruction within this school district and to attract and hold the services of highly qualified teachers, a salary schedule reflecting increments and maximums for experience and academic preparation is necessary for staff stability and professional growth. Therefore, a salary schedule reflecting such increments and maximums shall be negotiated, ratified and set forth in the appendix as Exhibit A.

Section B – Salary Schedule Provisions

1. All staff in the bargaining unit will be placed on a step to compute salaries.
2. Staff in the bargaining unit may move no more than one step per year.
3. Staff in the bargaining unit who wish to move horizontally on the salary schedule must provide a letter of intent to move across the schedule to the Clerk of the Board by May 10.
4. For horizontal advancement on the salary schedule, proof of licensure and an official college transcript of courses for which the member of the bargaining unit has received credit must be on record with the Clerk of the Board at the district office no later than 5:00 p.m. September 1. If appropriate documentation is not on record, the member of the bargaining unit will remain at the previous step.
5. B.S. + 12 shall mean college semester hours of credit following the granting of a Bachelor's Degree.
6. B.S. + 24 shall mean college semester hours of credit following the granting of a Bachelor's Degree. Twelve (12) of the twenty-four (24) hours shall be graduate level.
7. All college semester hours earned after receipt of the Master's Degree shall be graduate level courses.
8. In-service points may be used to move on the salary schedule. Twenty (20) in-service points will be equivalent to one college credit hour. No more than half the amount required to move on the salary schedule shall be in-service points.
9. New hires: The Board will make an effort to hire new teachers in at a limit of five (5) years experience, however, if necessary, the board can allow the new teacher to be placed on the schedule at total years of experience. New hires not currently licensed will sign the Uncertified/Unlicensed Teacher Agreement (Appendix J) with the District. These staff will be placed at base pay and stay in the "Pathway to Licensure" column on the pay scale until proof of licensure and official college transcripts are on file.

Section C – Payment Dates

Salary periods shall be monthly with twelve (12) substantially equal monthly payments to be made on the 15th day of each month. If the 15th day of the month falls on a non-school day, payment shall be made on

the first previous school day. Salary checks are to be delivered to each attendance center and put in individual mailboxes.

Section D - Supplemental Salaries

Amounts and dates to be paid for identified supplemental duties for the term of this contract are shown in the appendix as Exhibit B, Supplemental Salary Schedule and Exhibit F, Supplementary Salary Pay Date Schedule. The BOE and Administration reserve the right to create Supplemental Duty positions and set initial salaries for all new positions until the next negotiating meeting.

Section E – Extra Duty Pay

Amounts and conditions for identified extra duty pay for the term of this contract are shown in the appendix as Exhibit C, Extra Duty Pay. All teachers will be given the opportunity to volunteer for extra duty assignments.

Section F - Mileage Reimbursement

All teachers will be paid the State Department of Administration, Division of Accounts and Reports, rate, established July 1 of each year, for driving their vehicle on approved school business.

Section G – Docking of Salary/Wages

Any dock of wages or salary shall be based on a pro rata basis for the current contract period of the individual in question.

Section H - KESA, PDC, Curriculum Work and IDL Training

Teachers will be paid $15.00 per hour for time outside the regular school day for work performed on KESA, PDC, curriculum development and IDL training if approved in advance by the administration.

Section I – Dual Credit Course Teaching

A teacher, who is responsible for teaching a Dual Credit Course, will be paid 100% of the amount received by the district for the course they are teaching. SRG

Section J – Pay for Substituting During Preparation Period The Administration may ask a teacher to substitute, during their time contractually allotted for a planning period, for another teacher. A teacher will be paid $15.00 per period. Each school office is required to fill out a substitute sheet for each occurrence. Payment will be made monthly.

Section K – Payment for Early Notification of Retirement/Voluntary Termination Teachers who notify the district of their intention to retire or leave employment of the district will be paid based on notice. If notice is given by December 1 of current year the employee will be paid $1,000 if notice is given on or before February 1 of current year the employee will be paid $500. Early notification payment to be paid within five days of board approval.

ARTICLE II - HOURS AND AMOUNTS OF WORK

All certified personnel must sign a Teacher's Contract, Exhibit D, to indicate their acceptance of a position. Employment contracts will be delivered upon the completion of the negotiations process. The contract period of all teachers will be determined by the school calendar adopted by the BOE. Hours and amounts of work under this contract include:

Section A – Duty Year

1. Contractual Days

    a. The number of teaching days, in-service days and non-teaching days in the basic duty year will be determined by the school calendar committee and adopted by the BOE in accordance with guidelines set by the Kansas State Department of Education. Each year, the adopted school calendar reflecting hours and amount of work days shall be negotiated, ratified and set forth in the appendix as exhibit K. The calendar committee shall be made up of at least four certified staff, at least one Board member, one administrator, and other district staff as needed. At least one proposed calendar will be submitted by the committee, to certified staff for consideration and vote. The calendar with the most votes will be submitted to the Board no later than the February board meeting for approval. If not approved, the calendar proposal will be adjusted by the committee, voted upon by staff again, and resubmitted to the Board for approval. The calendar committee must come to an agreement on the school calendar by the March board meeting. Contractual days shall not exceed 176 with student contact days not to exceed 168 unless an hours or days increase is mandated by KSDE and is not reasonably attainable within the negotiated calendar. In the event mandated contractual days set forth by KSDE change during the negotiated calendar year, this will have no bearing on the negotiation of salaries of USD 392 certified staff. Non-teaching duty days are scheduled as follows:

    b. One half day at the end of each 9 week grading period will be scheduled as Curriculum Workdays for collaboration on Curriculum and other school improvement projects.

    c. One-half day at the end of each nine-week grading period will be scheduled as teacher work days for collaboration and completing grades. During this time, teachers may take advantage of Flex Time; which allows for teachers to leave once all duties have been completed upon approval from administration and completed checklists.

    d. The remaining days may be used throughout the duty year to meet the educational needs of staff and students as determined by the administration. (Example: A day may have students in class in the morning and have staff participating in non-teaching activities in the afternoon. This day would be considered one-half day of instruction and one-half non-teaching day.)

2. Teaching Duty Day

   The normal duty day shall be eight (8) hours, including lunch period. The BOE reserves the right to determine the number of minutes in the school day and the length of each period. Additionally, the BOE has the right to vary the starting time, ending time and the number of minutes in the school day, including, but not limited to, the accommodation of the student's educational program, student transportation and other such aspects of the school operations as the BOE may deem appropriate, i.e., weather, make up days or other events outside of administrative control.

3. Parent/Teacher Conference

   Fall Parent-Teacher conference will be scheduled two sessions for a period of four hours each, including one-half hour supper. A compensation day will be built into the school calendar. Spring Parent-Teacher conference will be scheduled with an early dismissal and occur in one 8 hour session, including one-half hour supper. A compensation day will be built into the school calendar. If the teacher is unable to attend the conference, he/she may make up that day by submitting a plan for approval by the principal and superintendent.

Section B – Arrival and Departure Time

Teachers shall report to their respective buildings each duty day thirty (30) minutes prior to the scheduled start time and remain on duty for thirty minutes following the dismissal of the last regularly scheduled class or assembly. Teachers may leave the building immediately following regular dismissal on Fridays and when school is closing preceding a vacation period.

Teachers may not dismiss their pupils earlier than the regularly scheduled time without permission from the principal.

Early departure by teachers shall be permitted by principals for such teachers' attendance at continuing education classes which require driving time or for medical, dental or eye appointments. Teachers shall be permitted to use a planning period for medical, dental or eye appointments. Teachers will not receive a salary deduction for these early departure times or for the use of a planning period for the situations listed herein.

Section C – Planning Time

All teachers, for each five (5) day week, will have a minimum of two hundred (200) minutes planning time.

Section D - Duty Free Lunch

Each teacher will have twenty (20) minutes duty free lunch period each day. High School teachers may have their time reduced if they have hall duty when the weather is inclement. The administration may assign a teacher to supervise students during their lunch period, in which case, the teacher will be compensated with free school lunch.

Section E - Faculty Meetings

Faculty meetings are held either in the first or last thirty (30) minutes of the duty day. The administration will be able to extend the duty day for faculty meetings at least once per month for no more than thirty (30) minutes before or after the duty day. Notices for each faculty meeting shall be posted two (2) days prior to the meeting, except in cases of emergency.

Section F - Assignments for Supplemental Duty

Supplemental Duties must be approved by the BOE and agreed to by the individual. Each approved and accepted supplemental duty will be listed on the Supplemental Contract, Exhibit E, and signed by the individual and BOE President.

Short term assignments such as supervising at student activities or substitute teaching assignments will not be listed on Exhibit E and do not require a Supplemental Contract.

ARTICLE III - VACATION DAYS AND HOLIDAYS/CALENDAR

Section A – Holidays/Vacation Days

Designated holidays include: Labor Day, Thanksgiving Day and the Friday after, December 24 through January 1 of each year for Christmas and New Year's holidays, and Memorial Day, Monday. School will be dismissed no later than 1:00 p.m. on the Wednesday before Thanksgiving Day.

Designated vacation days include Spring Break which will be scheduled for five consecutive days, Monday thru Friday.

ARTICLE IV – ABSENCES - LEAVES

Section A – Discretionary/Sick Leave

Each full-time teacher shall start each school year with thirteen (13) full days of discretionary leave credit. Part time teachers shall be credited with discretionary leave in proportion to their contracted time. Teachers will maintain a separate balance of accumulated sick leave. Accumulated sick leave shall only be used after all discretionary leave has been exhausted.

Discretionary/Sick leave is defined as days of absence from employment due to personal illness, injury, accident, death in the teacher's immediate family, or pregnancy of the teacher. In addition, leave may be used for personal days. Personal leave is defined as leave taken by individuals to take care of personal obligations that cannot be handled outside of the regular school day. Immediate family is defined as husband, wife, children, son-in-law, daughter-in-law, father, mother, sister, brother, aunt, uncle, niece, nephew, first cousin, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Other circumstances, upon appeal by the teacher, shall be considered by the administration.

1. Annual Allowance And Allocation
    a. Three (3) days notice must be given to the building principal when requesting discretionary leave except in the case of emergency/illness at the discretion of the building principal.
    b. For a teacher to take more than 3 consecutive days of leave not due to illness, a written request must be submitted to the building principal at least fifteen (15) days prior to the leave. Leave will only be granted contingent upon the availability of a substitute teacher. Emergency circumstances will be considered by the building principal, as needed.
    c. In case of a teacher's own personal illness, after five (5) consecutive days of absence, the superintendent may require the teacher to furnish a signed statement from a licensed physician stating that the teacher was unable to perform job duties for health reasons and releasing them to return to work.
    d. Sick/Discretionary leave will not be granted the first five (5) working days of the school year or the last five (5) working days of the school year, not the day preceding or the day following a scheduled school vacation or holiday except in the case of an emergency with administrative approval or at the discretion of the Board of Education.
    e. At the end of the school year, unused discretionary leave may be carried forward as accumulated sick leave.

A teacher who is hired after the beginning of the duty year shall receive the standard allotment of sick leave days less one day for each month or major part of a month missed. Likewise, a teacher who leaves the district before the end of the duty year shall forfeit one day of sick leave for each month or major part of a month for months of the contract not served. If the annual allotment of sick leave has been used, the teacher's final pay shall be docked at their daily rate of pay for sick leave not earned. Absences for ½ a day or less shall be charged as ½ of a day. Absences for less than a day but for more than ½ day shall be charged as a full day.

2. Accumulation

Unused sick leave shall be allowed to accumulate to a maximum of 80 days.

3. Compensation For Unused Sick Leave

At the end of the school year, any teacher who has accumulated over eighty (80) days will be reimbursed for each day above (80) days at the rate of $25 per day. No teacher will be reimbursed for more than thirteen (13) days of paid time off. This will be paid by the end of June of the current school year.

When resigning or leaving the district, a teacher shall be compensated for unused sick leave. To be eligible, the teacher must have accumulated seventy (70) days of sick leave and have a minimum of ten (10) years experience in the district. Payment will be $15.00 for each day of unused sick leave with a maximum payment of $1,200.00.
Note: A teacher that is terminated from employment, excluding RIF, will not be eligible for compensation of unused sick leave.

4. Compensation For Unused Sick Leave Upon Retirement

When retiring from the district a teacher shall be compensated for unused sick leave. To be eligible, the individual must have a minimum of twenty (20) years experience in the district. Payment will be $70.00 for each day of unused sick leave with a maximum payment of $5,600.00.

5. Sick Leave Pool

The purpose of the sick leave pool is to provide additional sick leave days for teachers who are under continuing contract and have exhausted their sick leave and would face undue hardship by an extended absence due to illness, or a reoccurrence of that illness. Continuation of an illness must be verified by a physician's statement.

The occasion and extent (not to exceed forty (40) days by one individual, per contract year) of the use of the pool shall be controlled by a majority decision of a committee consisting of the two building principals and one teacher from each building, appointed by the president of the OEA, as well as the OEA president. Use of the sick leave pool shall be guided by the constraints of the regular sick leave policy.

The sick leave pool may not be used to cover participants who are receiving pay from worker's compensation or KPERS disability.

As of June 30 of the current contract year, the sick leave pool will have 120 days. The

sick leave pool will be in effect from July 1 to June 30. The sick leave pool will be allowed to cap at 130 days to accommodate new participants.

To be eligible to participate in the sick leave pool, certified staff will be required to sign up each year and agree to donate a day as needed. The district office will facilitate the sign up for the sick leave pool. Any participant that has not previously donated as of June 30, 2011, or is a new participant, will donate one day. Part time employees will donate on a pro rata basis for the current contract period. Donated days are not "refundable." No teacher shall donate more than one day per year, unless giving their days in steps 1 & 2 listed below.

Non-continuous sick leave pool participation will result in the member being considered as a new participant upon rejoining the pool.

When the sick leave pool falls below 120 days at the end of the school year, it will be replenished on July 1, in the following order:

1. New participants will donate first (i.e. new teachers or new sick leave pool participants).

2. Current participants will donate one day, on a year to year continuum, in alphabetical order, until the pool refills to 120 days. If the participant has no sick days remaining on June 30, they will be skipped and their name will be moved to the top of the list the following year.

Section D – Professional Leave

Professional leave is leave granted, with pay, to allow a teacher to be absent from his or her regular duties for the purpose of attending a workshop, convention, or activity when such leave is considered, by the superintendent, to be in the best interest of the district. Application for professional leave shall be made in writing at least five (5) working days prior to the absence.

Section E – Jury Duty

When a teacher is required to serve as a juror, the teacher shall be paid full salary for the time absent and no deductions will be made from allocated sick leave. The superintendent shall be notified at least three (3) days in advance that a jury summons has been received. The individual shall surrender the endorsed and uncashed check received from the court for the service to the District Office.

Section F – Court Summons

Leave will be granted for a teacher to meet the requirements of a court summons as a witness when the individual is not a litigant. Such absence will not be deducted from the teacher's accumulated sick leave or personal leave.

Section G – Authorized Leave of Absence

A teacher may be granted up to five (5) days of authorized absences without pay per year to take care of activities that cannot reasonably be done outside the regular duty day. Application for such leave must be made

in writing to the superintendent at least three (3) work days in advance of the absence.

The BOE may grant other extended leaves on an individual basis. Examples include but are not limited to: Exchange for foreign teaching, military service or study.

Section H – Family Medical Leave / Maternity Leave

District employees shall be provided family and medical leave in accordance with the Federal Family Medical Leave Act of 1993 or as subsequently amended. The plan will be made available to the staff upon request, at the District Office.

Section I – Notification Of Absence And Emergency Lesson Plans

Whenever a teacher will be absent, due to illness, the teacher shall contact the building principal or the principal's designee by telephone by 7:00 a.m. so that a substitute can be called. For all other types of leave, the teacher shall submit a written request to the superintendent or designee indicating the reason for the request and the intended date(s) of the absence.

Lesson plans and assignments for the class shall be provided to the principal before classes begin on the day of the absence.

Section J – Bereavement Leave

Up to three days of paid bereavement leave per year may be requested for funerals or related obligations due to death in the teacher's immediate family as defined in Section A, paragraph 2. Days will not carry over or accumulate.

ARTICLE V - INSURANCE AND FRINGE BENEFITS

Section A – Selection of Vendors/Providers

Vendors or providers of these fringe benefits cannot be disassociated from the benefits, themselves, and the resulting quality of services and coverage. Therefore, the specific specifications, coverages, providers and administrators for each benefit shall be mutually determined by the BOE and the OEA.

Section B – Health Insurance

The BOE shall provide the most affordable health care plan for its employees. This plan will be selected by a committee consisting of BOE members and Association members. The cost of premiums will continue each year to be shared between the employer and employee at the rate negotiated by the committee. Changes to HSA, HRA, and other plan details will be negotiated between the BOE and Association.

Retirees or employees that are leaving the district, who complete their employment contracts for the school year will be eligible to continue on the District's insurance program until August 31 of the same year they end employment, or the date on which the employee becomes eligible for group health insurance under a new employer's plan, whichever occurs first.

Section C - Section 125 Cafeteria Fringe Benefit Plan

The BOE shall provide a salary reduction cafeteria plan that complies with Section 125 of the Internal Revenue Service Code. Items contained in the plan include:

1. BCBSKS Direct Plan – Formulary Option Select.
2. AFLAC
3. KPERS Optional Life Insurance

Coverage commencement is subject to policy defined waiting periods and other stipulations that determine when the policy becomes effective.

Section D - Voluntary Tax Shelter Annuities SRG

The BOE shall provide for a teacher's voluntary salary reduction for prepayroll contribution(s) to a tax sheltered annuity in accordance with KSA 72-2243 and IRS Code Section 403(b). Teachers will be allowed to initiate and/or change their contributions by August 31 and/or February 28 or 29.

The BOE and teachers agree on *Mass Mutual* as the third party administrators for 403(b) plans. The BOE will pay up to $20 per year for each enrollee for administrative costs.

Section E - District Activity Passes

Passes will be issued to all district teachers and spouses. The pass will admit the holder to all U.S.D. No. 392 activities except those designated as class or organizational money-making projects.

ARTICLE VI - GRIEVANCE PROCEDURE

Section A - Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 392, Osborne County, Kansas, at the lowest level.

Section B - Definitions

1. Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.
2. "Grievant" means an employee of the Unified School District 392, Osborne County, Kansas, having a grievance.
3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

Section C - Procedures

1. General

   The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

2. Initial Private Conference A grievant shall first take up his grievance with his Principal or the designated representative in private informal conference(s). Every effort shall be made to adjust the grievance in an informal manner.

3. Level 1

   If the grievant is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his Principal or designated representative. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference. Failure to present the grievance within twenty (20) school days of the time the grievant knew or should have known of the events or action which is the subject of the grievance will cause the issue to be moot.

4. Level 2

In the event that the grievant is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within five (5) school days after the presentation of the grievance, he may appeal the matter in writing to the Superintendent of Schools with notice to the BOE.

If the grievant appeals the grievance to the Superintendent, the Superintendent, shall confer with the grievant in an effort to arrive at a satisfactory solution within five (5) school days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within ten (10) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

5. Level 3

If the grievance is not adjusted to the satisfaction of the grievant, or if no decision is made thereon within ten (10) school days after the date the grievance was filed with the Superintendent under Level 2, then the grievant may appeal the grievance to the BOE for the purpose of final adjustment on the grievance by submitting a written request to the Clerk of the Board within ten (10) school days after the Superintendent has rendered a decision, or after the expiration of said ten (10) school days.

The BOE shall, within thirty-one (31) calendar days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing.

6. Level 4

If the aggrieved person is not satisfied with disposition of his/her grievance at Level 3, the grievant may submit the grievance to grievance mediation. Grievance mediation means an effort through interpretation and advice by an impartial third party to assist the parties in reconciling the grievance dispute in a mutually satisfactory manner. The grievance mediation shall not be binding on either party, but shall be an effort to reach a resolution of the grievance by the mutual consent of the parties.

The parties will use a commissioner or mediator from the Federal Mediation and Conciliation Service as the grievance mediator. In the event a commissioner from the Federal Mediation and Conciliation Service is unavailable, the parties shall select a mediator by mutual agreement of the parties.

The cost of the mediator shall be split equally between the grievant and the Board. The costs of any witnesses, representation, or other costs associated with mediation of grievances shall be paid by the party incurring the cost.

7. Level 5

The BOE shall, within thirty-one (31) calendar days after completion of previous levels, if requested, meet and confer with the grievant and render a final decision to be submitted to the grievant in writing.

8. If the grievant is not satisfied with the answer given in Step 7, the grievant may then place the grievance before the court.

9. The Board and the grievant will not release notices to the press without discussion at a regularly scheduled or special Board meeting during the grievance portion of the meeting.

Section D - Supplemental Conditions

1. All individuals involved, and necessary witnesses, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
3. At each step of the procedure, for adjusting grievance, after the initial private conference(s) with his principal or immediate administrative superior, the grievant shall be entitled to be represented by up to two (2) representatives of the teacher's choice.
4. All grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when school is in session.
6. It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he is aware of a grievance and within the twenty (20) school day filing period.
7. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
8. The filing of a grievance at all levels shall be in writing, and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, place of the event or act, and the names and addresses of any witnesses thereto.

ARTICLE VII - DISCIPLINE PROCEDURES

Section A – Counsel and Representation

Any teacher subject to non-renewal or termination may have a representative of his/her own choosing present.

Section B - Teacher Suspension

Whenever, in the judgment of the administration, a danger does exist, by the continued service of a teacher, to the welfare or interests of the students, other teachers and employees, school property, or the individual teacher, the superintendent may immediately suspend a teacher with full pay and replace the teacher with a temporary substitute pending further action by the BOE.

Section C – Teacher Discipline

The Board has the authority and right, when necessary, to discipline teachers. A teacher who violates board policy, USD No. 392 Negotiated Agreement or standards of professional behavior will be given warnings or reprimands by an administrator using a variety of methods.

These include but are not limited to:

1. **Verbal** – These may be delivered in formal, as well as informal settings. If it is a warning the teacher should consider it a warning unless there is a sense of urgency to the situation, for example, safety, student supervision and/or possible negligence. If appropriate, email may be used for warnings.
2. **Written** – When the situation is warranted, reprimands will be in written form. Teachers have the opportunity to reply to written reprimands. The administrator reprimand and teacher response will be included in the teacher's personnel file. Reprimands will always show a carbon copy to file (cc: file) at the bottom of the document.

Teachers should consider written reprimands as directives and failure to correct the issue at hand may result in suspension and/or possibly dismissal. In certain situations, because of the perceived severity or the need of an investigation, administrators, at their discretion, have the authority to suspend a teacher with pay. Continuation/discontinuation of the suspension or possible further action will be pending board action at the next scheduled school board meeting.

ARTICLE VIII - TEACHER RESIGNATION

Section A - Release from Contract

If a teacher's resignation is received after the teacher notice date until June 30, the teacher shall pay the district a $1,000 liquidation payment. If the teacher's resignation is received between July 1 through July 31 and a suitable replacement can be found by the superintendent, the teacher shall pay the district a $2,500.00 liquidation payment. If the teacher's resignation is received August 1 or after and a suitable replacement can be found by the superintendent, the teacher shall pay the district a $5,000.00 liquidation payment. The BOE has the right to waive the payment of liquidated damages. (Example: Medical issues, family crisis, etc.) In the event funds are owed from the district to the teacher upon resignation, the BOE shall have the right to withhold and deduct from the final check to the employee the amount of liquidated damages due the district.

ARTICLE IX - TERMINATION, NON-RENEWAL AND RE-EMPLOYMENT

Section A - Reduction of Staff Policy

In the event that a reduction in the number of professional employees becomes necessary, the Administration and BOE shall determine the number of teaching positions to be reduced as follows:

Administrative Staff will:

1. Review educational programs necessary for the district to meet the educational goals established by the BOE.
2. Evaluate teachers in relation to educational programs and goals.
3. Review individual qualifications and skill areas, including experience in specific fields.
4. Review appraisal forms and evaluations to measure teaching qualifications of each staff member.
5. Teachers with the same qualifications, skills and teaching experience in specific fields shall be recommended on the basis of seniority after eight (8) consecutive teaching years within the district.
6. Present recommendations to the BOE.

The BOE shall consider the recommendation and make a final decision.

Section B - Re-employment

Teachers non-renewed on the grounds that their teaching positions were eliminated as a result of a reduction in the number of professional employees in the district may apply for a period of two (2) years from the date of non-renewal and receive consideration for any teaching position the first time a teaching position becomes open for which such teachers are qualified. The rehired teacher shall be placed on the salary schedule as per experience at the time of recall.

Section C – Fair Dismissal Policy

The Board and Association agree to the mutual benefit of a Fair Dismissal Policy for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

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

2. Starting on Year Five of teaching with the district, teachers shall have earned professional status. At its discretion, the Board may formally grant professional status to any teacher earlier.

3. Teachers coming into USD No. 392 who have successfully taught for a minimum of five consecutive years in a Kansas school district shall be granted rights of USD No. 392 Fair Dismissal upon their third consecutive year of teaching in USD No. 392.

4. Professional teachers may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the

school board's task of building up and maintaining an efficient school system.

5. If the proposed nonrenewal is to be based on job performance, the district evaluation procedure shall be followed. The professional teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement_shall be collaboratively developed but the final decision on the plan rests with the principal.

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

7. If the professional teacher is non-renewed, he/she shall be notified by certified mail prior to the statutory continuing contract date. The notification shall include the reason(s) for the nonrenewal, as well as all evidence used to support the board's decision which the board will use at a hearing. The non-renewed teacher will have fourteen (14) calendar days from the receipt of the letter to file a written request with the clerk of the Board for a hearing. The decision as to whether the hearing shall be open and closed will be at the discretion of the teacher.

8. Within seven (7) calendar days ***of*** the written request for hearing being filed, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from either the KSDE list or the AAA (American Arbitration Association) list.

9. During the hearing, the entire basis for the nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence in his/her own behalf. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations.

10. The recommendation by the hearing officer shall be rendered in writing to both parties within seven (7) calendar days of the conclusion of the hearing.

11. The recommendation of the hearing officer shall be taken into consideration by the Board during executive session as to whether to sustain the non-renewal or to reinstate the teacher, with any lost pay.

12. The Board's decision shall be rendered in writing to the teacher within ten (10) calendar days of having received the recommendation of the hearing officer.

13. Either side may appeal the decision of the hearing officer to district court as provided for in KSA 60-2011 and amendments thereto.

14. It is the intention of the parties that the decision be rendered in a reasonable amount of time and that all reasonable efforts should be made to accomplish that goal.

15. The teacher shall pay for his/her expenses, including any witnesses and/or representation. All other

expenses of the hearing shall be equally shared between the teacher and USD 392 Board of Education.

16. All terms and conditions of the agreed-upon Fair Dismissal procedure shall be maintained at not less than that which was in place and in effect prior to it being agreed and signed. The Fair Dismissal procedure shall not be interpreted or applied to deprive employees of professional advantages previously enjoyed due to the agreed upon Fair Dismissal procedure unless expressly stated in this agreement.

ARTICLE X - RETIREMENT

Unified School District No. 392 has established the following early retirement program for eligible teachers. The BOE retains sole authority to determine if and when this program will be funded. Early retirement benefits are not available for any contract year unless the BOE takes affirmative action to open the benefits. Affirmative action must be taken by the January board meeting, of the current contract year, to open early retirement benefits for the current contract year. Any eligible teacher wishing to receive early retirement benefits shall notify the board clerk, in writing, not later than March 1 of the current contract year. Notice of retirement received after March 1, of the current contract year, shall be recognized as a notice of contract resignation.

Section A - Eligibility

1. An employee must be retiring under normal retirement with the Kansas Public Employee's Retirement System guidelines.
2. An employee must be an employee of the district with ten or more current, consecutive years of employment with the district.

Section B - Application

An eligible employee wishing to receive benefits under the retirement program must supply the following information in writing to the clerk of the BOE on or before June 20.

1. Anticipated date of retirement
2. Applicant's birth date and age on date of retirement.
3. Number of years the applicant has been employed within the district and dates of employment.
4. Proof of eligibility for retirement under regulations of the Kansas Public Employees Retirement System.
5. Mailing address and telephone number of the applicant.

Section C – Terms and Conditions

1. Employees eligible for the retirement program will receive $8,000 per year for three years. The district will deposit funds in a 403b plan established for this purpose. Funds will be deposited into the account in July.
2. No benefits will occur after the date of death of the eligible employee.
3. An employee who joins the retirement program will be responsible to notify the school district of the current mailing address and telephone number.
4. Employees accepted into the retirement plan are not subject to liquidated damages as found in Article VIII-Teacher Resignation of this agreement.
5. If any provision of this retirement program is determined to be in violation of federal or state laws or regulation, then the entire plan shall immediately terminate and shall be of no further force or effect.

ARTICLE XI - TERMS AND LANGUAGE OF THE INDIVIDUAL TEACHER'S CONTRACT

Section A - Required Records

Each certificated staff member is required to supply the following records and information for the files in the BOE office:

1. Transcript of Credit - all college credits on file prior to payment for services.
2. Health Certificate - a valid health certificate must be on file at the Central office.
3. Withholding Certificates - current state and federal withholding certificates on file with the payroll department prior to payment for services.
4. Teaching Certificate/License - a current valid Kansas Teacher's Certificate/License within the area(s) of assignment. Said certificate/license must be on file prior to payment for services.
5. Loyalty Oath.
6. Copy of Social Security Number, Driver's License, Form I-9.

ARTICLE XII - PROFESSIONAL EVALUATION PROCEDURES

Section A - Philosophy

Evaluation is a cooperative process wherein the individual being evaluated and the one responsible for making the assessment feel a joint responsibility for focus upon performance areas needing improvement, to work together to achieve the best results, and to evaluate the results.

Evaluation should motivate self-improvement and provide help from administrator so quality of performance may be improved.

Evaluation should be more than just an inspection and rating process. It should involve time, planning, and review. There should also be performance guidelines which staff members may use in self-evaluation which evaluators may use as they counsel and assist those whom they are evaluating.

The individual being evaluated shall have an appraisal conference, be given a copy of evaluation records, and have the opportunity to agree or disagree with the evaluator's judgments through discussion.

Section B - Purpose of the evaluation

1. To provide opportunity for the teacher and administrator to objectively analyze the teacher's strengths and weaknesses so as to improve in effectiveness as a teacher.
2. To provide a sound basis for promoting professional growth of the staff.
3. To provide objective information so as to guide administrative decisions concerning the assignment, transfer, continued employment, and promotion of staff members
4. To encourage teachers to self-evaluate their teaching effectiveness.
5. To clarify the performance expectations of the individual and make duties and responsibilities more clear.
6. Keep evaluation a continuous process, assess its effectiveness periodically, and revise it as necessary.

Section C - Overview of teacher evaluation procedures

1. September 1st-All staff complete a self evaluation and set at least one professional development goal using the forms provided. (McRel)
2. By the 60th day of each semester-Staff in their first two years of employment by the district shall be evaluated (total of two times each school year).
3. By February 15th-Staff in their 3rd and 4th years of employment by the district shall be evaluated (one time each school year).
4. By February 15th-Staff employed by the district five (5) years or more shall be evaluated once every three (3) years.
5. By February 15th - Teachers will have the option to upload artifacts related to their professional development goal area before the time of the second conference or by February 15th each year.
6. Evaluation sequence will consist of:
   1. Pre-evaluation conference
   2. Observation
      a. Informal Walkthroughs will be conducted using a Google form and rated on these observable areas:
      Content 1: Professionalism (Collaborates with peers, reflection and continuous growth)
      Content 2: Learner Environment (teacher/student relationship, peer relationships, conductive to learning)
      Content 3: Content Knowledge (Understanding of the subject, Aware of State Standards)
      Content 4: Instructional practice ((differentiation) meeting needs of each learner, multiple instructional strategies)
      b. Formal Observations will be completed on KEEP2 using the same observable areas. Only observed standards will be rated on the tool, and administrator comments will be added for the

teacher to also comment and/or teacher and administrator to discuss at a post-observation conference.

3. Post-observation conference
4. Summary evaluation conference

Evaluations will be completed based on the KEEP2 system. A school day is school in session with students attending. The number of evaluations listed in this agreement is the minimum. Administration has the right to complete more frequent evaluations when deemed necessary.

The 2014-15 school year is a transition year from yearly evaluations of teachers. Beginning in the 2014-2015 school year evaluations for the staff in at least their fifth year of employment shall be evaluated every third year. The first three years of this transition, teachers will be listed alphabetically and one third of staff will be evaluated each year. If the number is not divisible by three, administration will round up. After the first three years of this transition, teachers will be evaluated on the rotation listed in the previous paragraph. Note: Some teachers will be evaluated earlier in the rotation to facilitate the transition to the new system

Section D – Guidelines For Conducting A Conference:

1. A conference should be scheduled as soon as possible after the visitation is made, but no later than seven (7) school days after the visitation is made, unless absence, school closing, or other unusual circumstances prevent a conference. The conference will be scheduled between the evaluator and educator at a mutually convenient time. If a mutually agreed time cannot be determined the evaluator will then select a time.
2. The conference between the educator being evaluated and the evaluator should be held in private.
3. Sufficient copies of the evaluation should be available. One copy to be given to the individual educator, one copy to be filed in the principal's office and one copy to be filed in the District Office.
4. The educator being evaluated must have an opportunity to sign a copy of the evaluation in order to acknowledge reading, receiving and going through a dialogue. The educator may make written comments which are to be included as part of the evaluation form. The written comment must be finished and a conference must be held between the educator and evaluator within fourteen school days after the initial conference.
5. The evaluator should discuss the following points with the educator being evaluated:
    a. what was evaluated -- both positive and negative aspects.
    b. how to improve instruction or how to eliminate weaknesses.
    c. arrangements for follow up evaluation and/or a conference as needed.
6. The evaluator should be analytic and he should never make comparative remarks concerning other personnel.
7. If possible be prepared with material written in advance. At the conclusion both the educator and the evaluator should review what has been mutually agreed upon and major points of discussion.

Section E – Observation Procedure

1. It is advisable for the evaluator to enter the classroom before the class begins and to remain for at least one-half hour.
2. At least two classroom visitations will take place based on MCREL's evaluation sequence.
3. The evaluator should act in a manner so as to minimize interruption of distraction of pupils or the person being evaluated.

Section F - Plan of Improvement

On occasion, evaluation of a teacher's performance may reveal concerns of a nature which suggests deficiencies in his/her teaching performance. As a result of conclusions drawn from the evaluation, a teacher may be placed on a Plan of Improvement (POI). The decision to place a teacher on a POI will be an administrative decision.

1. Procedure

a. The administration shall document the reasons and conditions of the POI.

b. The POI shall commence when the administration presents a documented copy of the reasons and conditions to the teacher.

c. The teacher on the POI and administration will document goals and objectives for solving each item set forth by the administration.

d. Upon request of the teacher, the OEA and administration may appoint one experienced teacher (teacher mentor) to assist the teacher in meeting goals and objectives.

e. The teacher, administrator, and mentor teacher shall document progress for each goal and objective throughout the POI.

f. A conference with the POI teacher, administrator, and mentor teacher present shall be held at least once a month, to plan and discuss progress. Administration shall document progress. and specific remediation to be implemented by the POI teacher.

g. The completion of the plan of improvement will not prevent the BOE from non-renewal or termination of the teacher. Further the BOE may non-renew or terminate a teacher without using the plan of improvement process.

Section G – Disposition Of Evaluation And Personnel Files

Evaluation documents and responses thereto filed in the district office shall be placed in the personnel file of each educator for a period of not less than three (3) years from the date each evaluation is made.

1. Except by order of a court of competent jurisdiction, evaluation document and response thereto shall be available only to the educator, the BOE, legal counsel, the administrative staff making the same, the State Board of Education as provided by K.S.A. 72-2411, the BOE and the administrative staff of any school to which such educator applies for employment, and other persons specified by the educator in writing to their BOE. SRG
2. A master file of all materials relating to an educator shall exist at the District Office. All materials placed in the educator's file and originating with the School District shall be available to the educator at his/her request for inspection in the presence of the person(s) responsible for keeping the files.

Material which is derogatory to an educator's conduct, service, character or personality shall not be placed in an educator's file unless the educator has had an opportunity to read the material. The educator shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

The educator shall have the right to answer any material filed, and his/her answer shall be attached to the official file copy.

ARTICLE XIII - OTHER WORKING CONDITIONS

Section A – New Teacher Orientation

Prior to the beginning of school all teachers new to the district shall be required to attend an orientation session to acquaint new personnel with Board policies, administrative procedures, central office staff and the principal to whom they are assigned. The Superintendent/designee will be responsible for the program arrangements. New teachers will receive one day of pay for the orientation session. Orientation will be the day before all teachers report for the first day of in-service day.

Section B- Teacher Mentoring

USD #392 will provide mentoring for all beginning teachers. The program will align with state statute. At such time as the State of Kansas provides funding grants to Kansas Boards of Education for Mentor Teacher Programs pursuant to K.S.A. 72-2561 et seq, the Board of Education of USD 392 shall apply for such funding and shall pay to those individuals who serve as a mentor teacher as defined in K.S.A. 72-2561 the annual sum of $1,000, or the per teacher amount awarded to the district under the statute. If state funding is not available USD #392 will pay the mentor teacher $250. In either case the district will defer to the Osborne Education Association to facilitate recruiting an experienced teacher to serve as a mentor. SRG

Section C - Partial Tuition Reimbursement

1. The BOE will contribute no more than $5,000 per year for partial tuition reimbursement. Teachers will be paid at the rate of fifty dollars ($50.00) per hour for undergraduate credit and seventy-five dollars ($75.00) per hour for graduate credit. Each teacher will receive no more than ten (10) credit hours of partial tuition reimbursement per school year. For any hours beyond a BS+24 to be reimbursed, a copy of an approved, active MS degree program from a college or university must be on file with the district office. Once a teacher has received a Master's Degree, the teacher will again receive seventy-five dollars ($75.00) per approved hour to a maximum of twenty-four (24) graduate hours beyond the Master's Degree.

   Approved and approval of courses:

   a. Courses which are required by state legislation.
      Example – Exceptional child course
   b. Courses taken in the field which the teacher is teaching.
   c. When the administrator writes on the observation form that the teacher needs additional courses to upgrade their teaching or the teacher needs to take course to enlarge the course offering within the district, the following procedures will be followed.

   Statements of course or courses needed must be in writing on the observation forms.

   a. The administrator who observed said teacher will confer with the Superintendent for his thoughts or approval.

b. Recommendation from the Principal and Superintendent will be taken to the BOE for a final decision.

If the BOE approves recommendation of course or courses, payment will be for all credits required and taken. Example – 6 hrs. X $45.00 per credit = $270.00. Other expenses incurred by the teacher will not be subject for payment.

2. The professional employee must have completed at least three continuous years of teaching under a teaching contract with U.S.D. 392 and be under a teaching contract with the district at the time reimbursement is to be made.
3. The teacher must submit proof of payment of tuition expenses and proof of completion of courses by providing an official college transcript for reimbursement. For summer school, expenses and transcripts must be submitted by the second Monday in October. For second semester courses, expenses and transcripts must be submitted by the second Monday in July. For first semester courses, expenses and transcripts must be submitted by the second Monday in February.
4. The teacher must submit proof of completion of the course by providing an official college transcript as stated in item No. 2. However, if the transcript is not available by that date it can be submitted by the next reimbursement date. If the transcript is not submitted by the second date, reimbursement will not be granted.
5. If items are submitted on time, payment will be made no later than the end of October.

Section D – Workshop Compensation

1. USD #392 will contribute up to $500 over a 5 year cycle to aid in class fees for continuing education. Classes must first be approved by administration. Payment for approved classes can be made in one of two ways.
   a) Payment will be made by the teacher and reimbursed by the district with proof of successful completion of course.
   b) The district will register and pay for the approved course, the teacher will show proof of successful completion of the course within 60 days. The teacher will reimburse the district if the class is incomplete or the teacher does not receive a passing grade.

Section E – Praxis Exam

1. USD #392 agrees to pay for the Praxis exam to add endorsements to a certificated employee's license. The praxis payment will be made at the completion of and provided to the employee with proof of a passing score.

ARTICLE XIV - ASSOCIATION RIGHT

(i.e., Agency Rights or Union Rights)

Section A -Access to Buildings

Duly authorized representatives of the OEA shall be permitted to transact official OEA business on school property. However, classroom activities shall not be interrupted. Any OEA representative visiting any building shall check in at the principal's office.

Section B – Communication

The OEA shall have the right to:

1. Use the district mail service and teacher mail boxes for communication to teachers.
2. Post notices of activities and matters of OEA concern on teacher lounge bulletin boards as provided by the District in each school building. No OEA communication document that is displayed shall use the words "District Wide Meeting". The posting of any communication shall have prior approval of the building principal.

Section C - Payroll Deduction of Dues

Pursuant to written authorization, on a form furnished by the BOE, and filed with the Clerk of The Board before September 1, the BOE shall deduct one-twelfth (1/12) of such dues from the regular salary statement of the employee each month for the twelve (12) months beginning in September. Any balance due upon the employee's termination shall be deducted from such individual's final statement. See Exhibit G Indemnifying Agreement.

Written authorization from employees for deductions from compensation for payments of professional OEA dues shall remain in effect until modified or revoked in writing to the district office by the professional OEA or the employee, or until the employee's contract of employment is terminated. Association members are required to pay the entire year’s dues (12 months) regardless of employment with district.

The BOE shall transmit to the OEA monthly the monthly deduction for the dues with a listing of the employees for whom the deduction was made.

Section D - Association Leave

At the beginning of every school year, the OEA shall be provided with seven (7) days of paid leave to be used by teachers who are officers or agents of the OEA. With no more than five (5) days to be taken by one individual. Use of such leave will be at the discretion of the OEA.

The OEA agrees to notify the superintendent no less than forty-eight hours in advance of taking such leave.

The salary of the actual substitute pay amount will be deducted from OEA for each day of OEA leave.

Section E – Meeting Time Provision

One (1) hour at the close of the first or second non teaching duty day prior to students starting the school year shall be provided for the OEA to conduct its business. Attendance at the OEA meeting will be optional.

Exhibit A
(Salary Schedule 2026-2027)

Step	Pathway to Licensure		BS	BS+12	BS+24	MS	MS+12	MS+24
1		42000	42000	42830	43660	44490	45320	46150
2		42780	42780	43610	44440	45270	46100	46930
3		43560	43560	44390	45220	46050	46880	47710
4			44340	45170	46000	46830	47660	48490
5			45120	45950	46780	47610	48440	49270
6			45900	46730	47560	48390	49220	50050
7				47510	48340	49170	50000	50830
8				48290	49120	49950	50780	51610
9				49070	49900	50730	51560	52390
10				49850	50680	51510	52340	53170
11				50630	51460	52290	53120	53950
12					52240	53070	53900	54730
13					53020	53850	54680	55510
14					53800	54630	55460	56290
15					54580	55410	56240	57070
16					55360	56190	57020	57850
17					56140	56970	57800	58630
18						57750	58580	59410

Exhibit B

Supplemental Pay Schedule

Key Points:

1. The base salary for supplementals is $40,000.

   Base Salary for supplementals is separate and unique from the base salary for the Bargaining Unit.

2. Vertical Step movement for Supplemental Pay is based on consecutive years of service in the district at that position.

3. Goal, if possible, is to eliminate split positions. If the AD feels an additional person is needed, he can propose an assistant position for that season and then that position can be negotiated the following year if still needed.

Athletic Supplementals

Base 40000

Step	Years of Experience	Class 1	Class 2	Class 3	Class 4
		4%	6%	8%	9%
1	1	1600	2400	3200	3600
2	2	1675	2500	3325	3725
3	3	1750	2600	3450	3850
4	4	1825	2700	3575	3975
5	5	1900	2800	3700	4100
6	6	1975	2900	3825	4225
Step Amount		75	100	125	125

Class Definitions

Class 1	JH Assistant: Football, Volleyball, Boys Basketball, Girls Basketball, Wrestling, Track. HS Assistant: Tennis, Golf, Cross-Country. Summer Weights 1, Summer Weights 2.
Class 2	JH Head and HS Assistant: Football, Volleyball, Boys Basketball, Girls Basketball, Wrestling, Track. JH Athletic Director.
Class 3	HS Head: Tennis, Wrestling, and Golf. Head Coach for JH/HS Cross Country.
Class 4	HS Head: Football, Volleyball, Boys Basketball, Girls Basketball, Track. HS Athletic Director.

Non-athletic Supplementals

Base 40000

Step	Years of Experience	Class 1	Class 2	Class 3	Class 4	Class 5
		1%	2%	3%	6%	9%
1	1	400	800	1200	2400	3600
2	2	450	850	1275	2475	3700
3	3	500	900	1350	2550	3800
4	4	550	950	1425	2625	3900
5	5	600	1000	1500	2700	4000
6	6	650	1050	1575	2775	4100
Step Amount		50	50	75	75	100

Class Definitions

Class 1	PDC Chair-Elect
Class 2	PDC Chair, STUCO, Jr Class Prom, Jr Class Fundraising, Sr Class Sponsor, Drama 1, Drama 2, JH Scholars Bowl, 5-12 Instrumental Music, Robotics.
Class 3	Forensics, Yearbook, KAYS, HS Scholars Bowl, HS Dance, JH Cheer, Activities Director
Class 4	PreK-12 Vocal Music, Pep Band.
Class 5	FCCLA, FFA, HS Cheer.

Exhibit C
EXTRA DUTY PAY

Teachers working extra duty activities according to the athletic/activities director and/or administration will receive $25.00 per session. One session equals 2.5 hours of work. Tournaments will account for 4 sessions.

Teachers who are paid a supplemental salary will not be paid per extra duty pay in their assigned supplemental areas. Example: FCCLA, Sr and Jr. Class sponsors, who are sponsoring that activity after school, or on weekends or during a non-school day, will not receive extra duty pay.

Extra duty/sponsorship responsibilities are defined as not being part of the primary contract, which are not covered by supplemental or extended contracts of the coach and the assistant coach. These could include but are not limited to sponsoring students on trips outside school time, supervising students during any Elementary Music Program or Open House, hosting a league or other competition (band, choir, scholars' bowl, forensics, Kays, etc., any athletic event or activity that is not run by the AD).

To receive extra duty pay not assigned by the athletic/activities director and/or administration, a preapproval form should be submitted in advance of the duty and signed by administration.

Exhibit D
TEACHER'S CONTRACT

It is hereby agreed by and between the Board of Education of Unified School District No. 392, Osborne, State of Kansas, hereinafter called the "board" and _____, hereinafter called the "teacher", that the teacher is employed by the school district for no more than 176 days beginning on the _____ day of _____, 20____, and to perform the following services in conformity with Kansas Laws and the policies of the board and negotiated master contract.

To teach all days when school is regularly scheduled;
To make and file all reports required by the board or superintendent;
To attend professional meetings authorized by the board or superintendent;
To cooperate with the administrators and other teachers in planning and coordinating the teaching programs;
To comply with all rules and regulations required or authorized by the principal,
To perform such school services as may be assigned.
Reassignment requiring the teacher to acquire additional training or schooling will be upon mutual agreement between the board and the teacher.

For these services the board agrees to pay the teacher a salary of _____ dollars to be paid in __ monthly installments on or before the 15th day of each calendar month.
(Step_____, Index _____)

The Board reserves the right to reassign said teacher to such building and work as the best interests of the school district requires, if conditions change after the contract is signed. The Board agrees to pay for any additional hours approved by the Board and Superintendent required for reassignment.

This contract shall be void if the teacher fails to have on file with the board continuously during employment a valid Kansas Teacher's Certificate for the level at which he is employed and for the subjects which he is employed to teach. Sick leave and fringe benefits shall be those stated in the negotiated master contract.

In compliance with a resolution passed by the board at a legal meeting held on_____, 20___, we hereunto subscribe our names this _____ day of _____, 20___.

_____ _____
President, Board of Education Teacher

_____
Attested by Clerk

Exhibit E

SRG **SUPPLEMENTAL CONTRACT**

As provided in K.S.A. 72-2217 (a), this contract is made and entered into through voluntary mutual consent on this_____day of _____20___by and between the Board of Education of Unified School District No. 392, hereinafter called the "Board" and _____hereinafter called "Coach/Sponsor".

The parties agree that the Teacher shall perform the supplemental services as specified:

	Months to be Paid	Amount
Assignment:_____	_____	_____
Assignment:_____	_____	_____
Assignment:_____	_____	_____

Salary and wages for these supplemental services shall be ratified and set forth in the Negotiated Master Contract negotiated by and between the Board and the recognized professional employee organization. Said salaries shall be paid during the period supplemental services are performed. See Exhibit F.

The primary professional employee contract shall remain in full force and effect, except that this contract is supplemental thereto, but is not a part thereof.

THIS CONTRACT recommended and approved by the Board of Education, Unified School District No. 392.

_____ _____

President, Board of Education Coach/Sponsor

_____

Attested by Clerk

Exhibit F

SUPPLEMENTAL SALARY PAY DATE SCHEDULE

FALL

High School Football and Volleyball	September, October, November
Junior High Football and Volleyball	September, October
Tennis	September, October
Drama	September, October
Cross Country	September, October

WINTER

High School Basketball and Wrestling	November, December, January, February
Junior High Basketball	November, December, January
Junior High Wrestling	February, March
High School Forensics	February, March, April

SPRING

High School Track	March, April, May
Junior High Track	March, April
Golf	April, May
Junior Class Prom	May
Junior Class Fundraising	May
Senior Class Sponsor	May
Robotics	May

ALL YEAR

Athletic Director	Twelve Months
Instrumental Music	Twelve Months
FCCLA	Twelve Months
FFA	Twelve Months
KAY	Twelve Months
Vocal Music	Twelve Months
Junior High Cheer	Twelve Months
High School Cheer	Twelve Months
Dance	Twelve Months
Yearbook	Twelve Months
Scholar Bowl	Twelve Months
Student Council	Twelve Months

Exhibit G

INDEMNIFYING AGREEMENT

The OEA, the Kansas-National Education Association and the National Education Association, each in consideration for the agreement by the Board of Education of U.S.D. No. 392, Osborne County, Kansas, to deduct the unified membership dues for members of the OEA, do hereby agree to protect any claim against U.S.D. No. 392, Osborne County, Kansas, its officers and employees, for damages suffered or sustained by said authorizing member or any other party, growing out of, resulting from or in connection with the school district's deduction of unified membership dues pursuant to the negotiated agreement between the Board of Education of U.S.D. No. 392, Osborne County, Kansas, and the OEA. The OEA, the Kansas-National Education Association each further agree to reimburse or make good to U.S.D. No. 392, Osborne County, Kansas its officers and employees, and loss or damage or costs said U.S.D. No. 392, Osborne County, Kansas, its officers and employees may have in event any litigation arises from said damages.

Executed on the 17th day of October, 2024

Exhibit H

REQUEST FOR TUITION REIMBURSEMENT

_____	_____
Name	Date Submitting
_____	_____
Grade or Subject Taught	Consecutive Teaching Years in District
_____	_____
Name of Course	Instructor

Course Description: Credit Hours for this Course to be Reimbursed:

Reason/Reasons for Taking Course

_____
Signature of Teacher

_____ Date Approved

_____ Disapproved

_____
Signature of Superintendent

_____ Date

Exhibit I

USD 392 - Osborne
Rate Analysis
October 1, 2026

Current - BCBS ResultsRx Formulary 2025

		Plan A			EE%		Option D			EE%	HRA/HSA
		TOTAL	ER	EE			TOTAL	ER	EE		
EE	21	$640.64	$584.90	$55.74	8.70%	5	$580.28	$554.75	$25.53	4.40%	$13,000
ES	3	$1,375.63	$1,048.23	$327.40	23.80%	1	$1,245.87	$1,049.02	$196.85	15.80%	$4,000
EC	10	$1,296.57	$1,109.86	$186.71	14.40%	1	$1,174.28	$1,092.08	$82.20	7.00%	$11,000
FAM	3	$2,031.56	$1,306.29	$725.27	35.70%	2	$1,839.86	$1,413.01	$426.85	23.20%	$5,000
		$36,640.71	$30,445.20	$6,195.51			$9,001.27	$7,740.87	$1,260.40		$33,000
		TOTAL	ER	EE							
Monthly		$45,641.98	$38,186.07	$7,455.91							
ANNUAL		**$547,703.76**	**$458,232.79**	**$89,470.97**							

Renewal - BCBS ResultsRx Formulary 2026

		Plan A			EE%		Option D			EE%	HRA/HSA
		TOTAL	ER	EE			TOTAL	ER	EE		
EE	21	$724.53	$661.50	$63.03	8.70%	5	$655.15	$626.32	$28.83	4.40%	$3,250
ES	3	$1,556.11	$1,185.76	$370.35	23.80%	1	$1,406.92	$1,184.63	$222.29	15.80%	$1,000
EC	10	$1,466.60	$1,255.41	$211.19	14.40%	1	$1,325.99	$1,233.17	$92.82	7.00%	$2,750
FAM	3	$2,297.67	$1,477.40	$820.27	35.70%	2	$2,077.27	$1,595.34	$481.93	23.20%	$1,250
		$41,442.47	$34,434.98	$7,007.49			$10,163.20	$8,740.10	$1,423.10		$8,250
		TOTAL	ER	EE							
Monthly		$51,605.67	$43,175.08	$8,430.59							
ANNUAL		**$619,268.04**	**$518,101.00**	**$101,167.04**							

		Current - Delta			EE%		Renewal - Delta			EE%
		TOTAL	ER	EE			TOTAL	ER	EE	
EE	23	$49.25	$49.25	$0.00	0.00%	21	$52.70	$52.70	$0.00	0.00%
ES	8	$99.03	$83.19	$15.84	16.00%	9	$105.96	$89.01	$16.95	16.00%
EC	11	$102.72	$89.37	$13.35	13.00%	11	$109.91	$95.62	$14.29	13.00%
FAM	7	$159.29	$127.43	$31.86	20.00%	5	$170.44	$136.35	$34.09	20.00%
		$4,169.94	$3,673.29	$496.65			$4,461.87	$3,930.45	$531.42	
		TOTAL	ER	EE			TOTAL	ER	EE	
Monthly		$4,169.94	$3,673.29	$496.65			$4,461.87	$3,930.45	$531.42	
Annually		**$50,039.28**	**$44,079.43**	**$5,959.85**			**$53,542.44**	**$47,165.45**	**$6,376.99**	

Exhibit J

Uncertified / Unlicensed Teacher Agreement

Due to a shortage of licensed and or certified teachers, Osborne County Schools USD392 is required to hire qualified individuals to teach our students while progressing towards getting their certification / license. These hires will start at the base teacher salary and advance up the pay scale yearly as agreed upon by the board and negotiation committee. They must possess a substitute license from the state of Kansas, pass the required background check and meet the following requirements:

- Enroll in and show progress each semester in an approved college or university program which will lead to certification.
- Attend professional development and participate in professional learning communities.
- Meet with the building principal at the start and end of each semester to discuss goals and progress.
- Be evaluated once each semester by the building principal.
- Pass required assessments to earn their teaching license.
- Earn certification and or license within three years.

The district will assign a mentor / buddy teacher for every unlicensed or uncertified teacher. The building principal will meet with them monthly to check-in. Any problems or concerns should be brought to the mentor or building principal as soon as possible.

_____ _____

Principal Teacher working toward licensure