

UNIFIED SCHOOL DISTRICT NO. 113

Board of Education

1619 S. Old US Highway 75

Sabetha, KS 66534

Minutes of the September 9, 2019 Regular Board Meeting

Meeting was held at Board of Education Office

President Ed Reznicek called the meeting to order at 6:01 PM. Ed Reznicek, Dr. Jeff DeMint, Kathy Lippert, Jim Scoby, Leslie Scoby and Ann Shaughnessy were present; also present were Superintendent, Todd Evans and Board Clerk, Carol Kuckelman and others who are listed on the attached sheet that becomes a part of these minutes.

Ed Reznicek presented the following changes to the agenda: Consent Agenda – Item E – Add: Contract for Cole Geison, Sabetha Asst. Wrestling.

Motion by Dr. Jeff DeMint, seconded by Kathy Lippert to approve the agenda as amended. Motion carried 6-0.

Consent Agenda:

- A. Approve minutes from the August 12, 2019 Regular Board Meeting.
- B. Approve payment of September bills for the amount of \$381,946.40.
- C. Approve August payroll for the amount of \$461,185.96.
- D. Resignations: Pete Schuetz, SMS Scholars Bowl; Hunter Howerton, SHS Asst Wrestling.
- E. Contracts: Megan Peabody, SMS Asst VB; Jasper Frazee, SMS Asst FB; Lynn Hartter, SMS Asst. Secretary; Patricia Krogman, ISS/Lunch Duty at APS; Bruce Gunter, AJH VB; Tresa Burger, SMS Scholars Bowl; Debra Damman, Board Clerk; Cole Geison, Sabetha Asst Wrestling.
- F. Personal Day Requests requiring BOE approval; Anne Werner, SES.
- G. Approve Site Councils: SES- Brandy Edelman, Kara Georg, Jennifer Herrmann, Amy Keim, Rita Menold, Leigha Orton, Brent Scott, Rachel Wertenberger, Lindsey Willey; SMS-Christine Krebs, Tammy Hinton, Ronna Montgomery, Dana Michael, Tara Wikle, Tresa Burger, Luci Goodman, Wendy Menold, Shelly Schmelzle, Martha Pearson; WAC – Cheyenne Strathman, Leigh Ann Schultejan, Michelle Cochran, Keri Strathman, Cindy Osterhaus, Dean Osterhaus, Jill Rowland, Miles Hanzlicek, Rick Schnacker; APS-Michelle Detweiler, Ben Sonnenberg, Carla Strathman, Elizabeth Kostal, Jenny Mathewson, Erika Buessing, Julia Fischer, Jayson Tynon; SHS-Briana Evans, Patti Pearson, Terri Terrell, Sheri Wessel, Rick Smith, Vern Orton, Connie Herbster, David Glynn.
- H. Permission to sell van #13, 2002 Ford Windstar, to the highest bidder.

Motion by Dr. Jeff DeMint, seconded by Ann Shaughnessy to approve the consent agenda as amended. Motion carried 6-0. Previous motion was amended to add the September bills in the amount of \$381,946.40. Motion by Dr. Jeff DeMint, seconded by Ann Shaughnessy to approve the consent agenda as amended and corrected. Motion carried 6-0.

Dr. Jeff DeMint reported for the USD 113 Foundation that the Appleseed Grant deadline is approaching. He also shared that the Foundation has approximately \$2,000,000 and that \$550,000 of that is endowed. New contributions and donations are always welcome.

David Glynn, SHS Principal shared that the students of Mr. Bauerle's classes have drawn up plans for landscaping around the new Soil and Science Lab that includes a rock garden, plants, flowers and sidewalks. He said that the cost of this upgrade will be possible through donations, FFA funds and Alumni funds. No district funds will be used in this project.

Mr. Evans reported to the board on several issues including YTD financial information, positive photos submitted by the Principals, enrollment update, former USD 488 Bond Burning information, results of the Kansas Community that Cares survey from last year. He also reported to the board that an 'Anonymous Bullying Reporting' system is being added to the district website.

Motion by Kathy Lippert, seconded by Leslie Scoby to add a 6<sup>th</sup> SHS football coach for the 19-20 school year due to the high number of football players and managers. This increase is for 19-20 only. Motion carried 6-0.

Mr. Evans reported that the Strategic Plan will be reviewed at the October meeting.

Motion by Kathy Lippert, seconded by Dr. Jeff DeMint to approve the textbook fee waiver requests for those who qualify for free lunches as presented and to authorize Mr. Evans to approve future FY20 requests. Motion carried 6-0.

Motion by Dr. Jeff DeMint, seconded by Ann Shaughnessy to approve a five year Capital Outlay resolution for up to 6 mills per year. Motion carried 5-1. (Copy attached)

Motion by Leslie Scoby, seconded by Kathy Lippert to allow schools to participate in a Cooperative agreement for Clay Target League. This is a club in which no district funds will be used to support including transportation, participation costs, and competition expenses. Motion carried 6-0.

Mr. Evans shared information regarding using district owned property for a Verizon cell tower. A representative had contacted Mr. Evans and discussed 2 different locations on property by the Sabetha High School and Middle School for the tower. This is preliminary information as Verizon hasn't made an offer at this time and is still looking at alternate sites as well.

Motion by Kathy Lippert, seconded by Leslie Scoby to approve the Sublease with Clearwire Spectrum Holding III, LLC. Motion carried 6-0. (copy attached)

The board authorized Mr. Evans to contact architects with the intention of doing a facility study with limited parameters. Mr. Evans will speak with architects Robert Hansen and David Heit to discuss costs and extent of study.

At 7:15 PM Motion by Kathy Lippert, seconded by Dr. Jeff DeMint to enter into executive session for the intent of discussion of employee compensation for the allowed purpose of discussion of employee negotiations at 7:15 PM and will return to regular session at 7:20 PM in this room. Motion carried 6-0. Board members and Mr. Evans were present in the executive session.

At 7:20 PM Motion by Kathy Lippert, seconded by Dr. Jeff DeMint to return to regular session. Motion carried 6-0.

Motion by Leslie Scoby, seconded by Kathy Lippert to approve the 2019-2020 Negotiated Agreement with PHEA as presented. Motion carried 6-0. (copy attached)

At 7:23 PM Motion by Dr. Jeff DeMint, seconded by Kathy Lippert to enter into executive session for the intent of discussion of administrative compensation for the allowed purpose of discussion of employee negotiations at 7:23 PM and will return to regular session at 7:33 PM in this room. Motion carried 6-0. Board members and Mr. Evans were present in the executive session.

At 7:33 PM Motion by Dr. Jeff DeMint, seconded by Kathy Lippert to return to regular session. Motion carried 6-0.

Motion by Kathy Lippert, seconded by Leslie Scoby to approve the administrative compensation for 19-20 as presented. Motion carried 6-0.

At 7:33 PM Motion by Kathy Lippert, seconded by Dr. Jeff DeMint to adjourn. Motion carried 6-0.

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Board President

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Board Clerk

**RESOLUTION FOR CAPITAL OUTLAY TAX LEVY**

Unified School District No. 113,  
Nemaha County, Kansas.

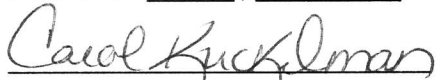
RESOLUTION

Be It Resolved that:

The above-named school board shall be authorized to make an annual tax levy **for a period not to exceed five years in an amount not to exceed 6 mills** upon the taxable tangible property in the school district for the purpose of acquisition, construction, reconstruction, repair, remodeling, additions to, furnishing, maintaining and equipping of school district property and equipment necessary for school district purposes, including: (1) Computer software; (2) performance uniforms; (3) housing and boarding pupils enrolled in an area vocational school operated under the board; (4) architectural expenses; (5) building sites; (6) undertaking and maintenance of asbestos control projects; (7) school buses; (8) utility expenses; (9) property and casualty insurance; and (10) other fixed assets, and with respect to any redevelopment district established prior to July 1, 2017, pursuant to K.S.A. 12-1771, and amendments thereto, for the purpose of paying a portion of the principal and interest on bonds issued by cities under the authority of K.S.A. 12-1774, and amendments thereto, for the financing of redevelopment projects upon property located within the school district. The tax levy authorized by this resolution may be made, unless a petition in opposition to the same, signed by not less than 10% of the qualified electors of the school district, is filed with the county election officer of the home county of the school district within 40 calendar days after the last publication of this resolution. In the event a petition is filed, the county election officer shall submit the question of whether the tax levy shall be authorized to the electors in the school district at an election called for that purpose or at the next general election, as is specified by the board of education of the above school district.

CERTIFICATE

This is to certify that the above resolution was duly adopted by the board of education of Unified School District No. 113, Nemaha County, Kansas, on the 9 day of September, 2019.



Clerk of the Board of Education.

**CONSENT TO  
SUBLEASE**

This Consent to Sublease (“Consent”) is made and executed this 9 day of Sept, 2019, by and between Prairie Hills, USD #113, a Kansas education institution with its principal offices at 1619 South Old Highway 75, Sabetha, Kansas 66534 (the “USD 113”), and Kansas Broadband Internet, Inc., a Kansas Corporation with its principal offices at 119 West Iron Avenue, Suite 601, Salina, Kansas 67401 (“KBI”), each sometimes referred to as “Party” and collectively as “Parties.”

WHEREAS, on December 15, 2009, USD 441 and KBI entered into that certain Educational Broadband Service Long-Term De Facto Lease Agreement (the “Lease”), whereby USD 113 agreed to lease to KBI the capacity on certain Educational Broadband Service channels G1, G2, G3, and G4 (the “Channels”) under call sign WLX360 (the “License”), all in accordance with the rules, regulations, and polices of the Federal Communications Commission (the “FCC”);

WHEREAS, under Section 10 of the Lease, KBI may assign, sublease, or transfer its rights and/or obligations under the Lease subject to obtaining the prior written consent of USD 113, with such consent not to be unreasonably withheld; and

WHEREAS, KBI wishes to sublease to Clearwire Spectrum Holdings III, LLC (“Clearwire”) the Channels under call sign WLX360 pursuant to a certain sublease agreement between KBI and Clearwire (the “WLX360 Sublease”).

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Consent, the Parties hereby agree as follows:

**1. Consent to Sublease.** In accordance with Section 10 of the Lease, USD 113 consents to KBI and Clearwire entering into that certain WLX360 Sublease for the Channels, with such WLX360 Sublease to comply with the rules, regulations, and polices of the FCC, whereby KBI shall sublease all of its rights and/or obligations under the Lease to Clearwire.

**2. Representations and Warranties.** USD 113 and KBI represent and warrant that the above recitals are true and correct.

**3. Counterparts.** This Consent may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute and be construed as one and the same instrument. Photocopies, facsimile, or other electronically transmitted productions of this Consent (with reproduced signatures) shall be deemed to be original counterparts.

The Parties have executed this Consent as of the day and year first set forth above.

**Prairie Hills, USD #113, Kansas Broadband Internet, Inc.**

By: By: 

Name: Name: Edward P Reznicek

Title: Title: President, USD 113 Board of Education

Negotiated Agreement  
For the  
2019 – 2020 Contract Year  
By and Between  
  
The  
Prairie Hills  
Education Association  
  
And  
  
The Board of Education of  
Unified School District  
No. 113

## **PREAMBLE**

This Agreement made and entered into as of the 9<sup>th</sup> day of September, 2019 by and between the Board of Education USD #113 (hereinafter referred to as the “Board”) and the Prairie Hills Education Association (a professional employees’ organization, as defined in KSA 72-5412 and hereinafter referred to as the “Association”). This agreement sets herein terms and conditions of professional service for all professional employees by USD #113 who are included in the bargaining unit. This agreement is made for the one (1) year period, July 1, 2019 through June 30, 2020.

### **Article I**

#### **Recognition**

Pursuant to the provisions of the resolution adopted by the Board on July 12, 2010, the Board recognized the Association as the exclusive representative for the purpose of negotiating for all contracted, certified professional employees, with exception of administrative employees.

### **Article II**

#### **Definitions**

1. The Association: Prairie Hills Education Association, affiliated with the Kansas National Education Association and the National Education Association.
2. The Board: The Board of Education of Unified School District No. 113, Nemaha County, Kansas.
3. The Employer: The Board of Education of Unified School District No. 113, Nemaha County Kansas.
4. Teacher: Any contracted professional employee (except administrative employees) employed in a position requiring a certificate/license issued by the State Board of Education, or employee in a professional educational capacity as recognized by the Board of Education.
5. Administrator: All employees so designated by the Board of Education as employed in an administrative capacity.
6. Day: Except when otherwise indicated, days shall mean contractual workdays and not calendar days.
7. Duty Day: Duty Day shall be defined as all contractual days.
8. Bargaining Unit: All certified professional employees of the USD #113 (except for administrators) as referenced in the resolution adopted by the Board.

## **Article III**

### **Hours and Amount of Work**

#### **A. Contract Year**

1. The total number of contract days shall be one hundred seventy-nine (179) days.
2. The contract year shall consist of: One hundred sixty eight (168) student contact or instructional days which include 7.5 hours of student contact time for professional learning communities as determined by building needs.
3. A total of (11) eleven duty days shall be allocated for:
  - One (1) teacher work day at the beginning of the year;
  - A ½ teacher work day on the second and fourth nine weeks;
  - Three (3) parent teacher conference days;
  - Six (6) in-service days.

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

1. The teacher duty day will be from 7:45 a.m. to 3:30 p.m.
2. The principal may schedule faculty meeting(s) as necessary not to exceed 1.5 hours per month. Individual meeting(s) shall not exceed 45 minutes in duration and may be scheduled during or outside the duty day. Attendance is required. Meeting with parents, IEP's, staffing and other related activities pertaining to students may be scheduled outside the duty day if necessary to accommodate the parent's schedule. Every effort will be made to schedule such meetings within the duty day if possible.

#### **C. School Closings**

1. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.
2. In the event that the Board of Education would decide, during the school year, because of financial constraints, to reduce the number of student contact days, teachers may be asked to work these days for professional development, meetings, etc.

#### **D. Duty-Free Lunch Period**

The Board and the administration will provide all teachers with a duty-free lunch period of no less than twenty and no more than twenty-five minutes each day as determined by the lunchroom schedule. This time shall not be used for meetings or parent conferences without the consent of the teacher.

1. The administration may request that a teacher supervise during the lunch period, but the teacher is under no obligation to perform such duty unless it is deemed an emergency situation and the building administrator must correct the situation as soon as possible.



2. A teacher supervising during his/her lunch period will be provided lunch at the district's expense.

#### E. Planning Time

Each full-time K-5 teacher shall receive a minimum of 240 minutes of planning or preparation time per normal five (5) day workweek. Middle School and High School teachers shall be allowed no less than one class period per day for planning or preparation time. However, the principal may schedule the teacher to teach or perform other duties (e.g., NCA, curriculum or other committee work) and the teacher will be compensated for such time at the teacher's hourly rate. Teacher aides for combination classrooms will be assigned contingent upon, but not limited to number of students, educational needs, etc...

#### F. Vacations and Holidays

The minimum numbers of non-paid vacation days and holidays to be allowed for the school term are: Labor Day, Thanksgiving Day (3 days), winter recess {Christmas/New Years} (6 days), winter break (1 day), Easter break (1 day), and spring break 2 days. The number of days specified are to be considered the minimum, and may be extended at the discretion of the Board.

### **Article IV**

#### **Leaves**

##### A. Sick Leave

Each teacher shall be granted 10 days for sick leave each year, which may accumulate to ninety (90). Teachers employed on extended contracts above the 179 days shall receive one (1) additional day of sick leave for each additional month of the extended contract. Those employed an additional two weeks would receive one-half day additional sick leave.

Once a teacher has accumulated 90 days of sick leave, they are eligible for a sick leave stipend for unused days. If the teacher uses 5 days or less of sick leave, they receive a \$400 stipend at the end of the year.

Sick leave shall cover absences due to the teacher's illness, or death or illness in the teacher's immediate family which shall include grandfather, grandmother, father, mother, brother, sister, wife, husband, children, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother and sister-in-law, or other relatives whose regular residence is the home of the employee. A doctor's statement of illness may be required.

Whenever a teacher is absent from school because of personal injury resulting from an assault by a student on school property or at a school sponsored event, the teacher will be paid full salary, and no part of such absence will be charged to his/her annual sick leave. The Board shall have the right to have the teacher examined by a physician designated by the board for the purpose of establishing the length of time the teacher may be absent, and the Board shall make its decision on the basis of the professional

opinion of said physician. The Board, in its discretion and upon proper investigation of all facts of the incident shall provide full support, including its legal counsel, for any assault upon a teacher acting in the discharge of official school duties.

## B. Sick Leave Bank

The purpose of the sick leave bank is to enable the participating teachers of the district to extend their number of sick leave days when necessary by using additional leave days made possible by voluntary teacher contribution to the sick leave bank. The bank will be available to all teachers who voluntarily contributed to the bank. Any teacher joining within the first year of employment may draw full allocated amount of sick leave days. Any teacher joining the sick leave bank during employment years 2-5 may draw up to half the allocated amount during their first year of sick leave bank membership. All current employees have until October 1, 2019 to join the sick leave bank.

### 1. Administration of the Sick Leave Bank

The Clerk of the Board will administer the sick leave bank and the Payroll Clerk will process the application from the teacher requesting sick leave extension. Applications will be obtained from and submitted to the building principal.

### 2. Allocation to the Sick Leave Bank

The sick leave bank will be established by participants allocating two or more of their unused sick leave days into the sick leave bank account. The number of days within the sick leave bank account will not be less than ninety (90). When the bank account drops below this number, each participant will be asked to contribute one additional day of sick leave. All participants will have to make available to the bank their days of leave prior to September 1 of the year first employed. Cost of participation will be two days of sick leave initially and one day or more of sick leave each time the bank account falls below ninety (90) days.

### 3. Eligibility and Participation

All certified employees under the jurisdiction of this contract will be eligible to participate upon the depletion of their accumulated leave provided that he/she contributes initially two days of leave to the bank and continues to make available any other days or leave to the bank as are required to keep the sick leave bank operational.

- a) The sick days may be used for teacher illness and/or illness of the teacher's immediate family.
- b) Sick leave bank days shall not be used to extend normal delivery and/or recovery from delivery as determined by the employee's physician.
- c) All personal days must be exhausted before sick bank can be utilized.

- d) A seven-member committee must approve the leave of a teacher. The committee will consist of one teacher from each building, appointed by the Association and two board members.
- e) If the teacher has accumulated 80 to 90 sick leave days with the district they may draw out of the sick leave bank up to ten 10 days.
- f) If the teacher has accumulated 60 to 79 sick leave days with the district they may draw out of the sick leave bank up to 15 days.
- g) If the teacher has accumulated fewer than 60 sick leave days with the district they may draw out of the sick leave bank up to 30 days.

#### C. Board Required Medical Exam

The teacher shall be required to obtain a tuberculosis test upon employment with USD #113 at his/her expense.

If the Board or Superintendent requires a teacher to have a physical or mental exam/test, the district will reimburse the teacher the cost of the exam/test.

#### D. Personal Leave

Each teacher shall be granted three (3) days for personal leave each year, which may accumulate up to a maximum of five (5) days in any given year. Upon completion of the contracted year, teachers may choose to receive \$100 per unused personal days or roll unused days into their sick leave or personal leave not to exceed five (5) days.

Personal leave must be applied for through the principal and superintendent. Personal leave shall not be granted unless a principal approved substitute is available. No personal leave may be taken on an in-service day, the first week of school, the last three (3) weeks of school or during allocated professional learning community time. The Board of Education may approve leave upon written request.

In a situation where the day was not scheduled in the initial school calendar and a teacher encounters circumstances beyond his/her control, the teacher has an option to take a dock day or borrow one personal day from the upcoming year. If the teacher's contract is completed before the personal day can be deducted as personal leave, the teacher's last paycheck will be docked one-day's pay.

#### E. Bereavement Leave

Each teacher shall receive one (1) day each year for funeral leave which may be used at any time during the contract year. Bereavement leave shall not accumulate.

#### F. Professional Leave

Certified employees may be absent for professional or other duties assigned to them by the superintendent or Board of Education. In such cases no deductions will be made from their salaries and a substitute teacher will be provided by the school district. When attending such meetings, the teacher must use a

school owned vehicle if available. If a school vehicle is not available, the teacher will be reimbursed for mileage at the state rate per mile and other approved expenses.

#### G. Sabbatical Leave

Sabbatical leave, not to exceed one semester, may be granted to professional staff after employment in the district for six (6) years for the purpose of pursuing advanced degrees. Leave may be with full, partial, or no pay at the discretion of the Board. While on sabbatical leave, the employee shall retain the benefits or participation in the district's group health insurance plan at the individual's cost and retains all other employment rights.

As a condition of granting the sabbatical leave, the Board may require the employee to agree to return to the school district for a period of two years.

#### H. Emergency and Legal Leave

The superintendent may grant emergency and legal leaves without pay. Emergency leaves with pay shall be granted at the discretion of the Board of Education. No legal leaves, with the exception of district related action, shall be granted with pay unless granted by the Board of Education.

To the extent possible, employees should give as much notice as possible in requesting emergency leaves. Whenever an employee takes an emergency leave without prior consent having been given thereto, said employee should notify his/her principal or immediate supervisor. Employees should make prior arrangements for some person to notify the employee's principal or immediate supervisor of any emergency leave where the employee is unable to give such notice. If the employee desires not to have a deduction made from his/her salary for such emergency leave, he/she shall make application therefore to the Board by filing a request with the Superintendent of schools within ten (10) days following his return from such emergency leave, which request shall explain in full the nature of the leave and the reasons why the employee is of the opinion his/her salary should not be docked or reduced because of such leave.

Legal leave shall mean and include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body.

#### I. Jury Duty

1. Any employee summoned for Jury Duty shall be granted paid leave.

#### J. Dock Days

If an employee needs to be absent for any other reason than those mentioned above with the exception of FMLA leave, the Board of Education may approve up to 2 dock days per year upon written request. Dock days must be applied for first through the principal and superintendent. Dock days shall not be granted unless a principal approved substitute is available. No dock day may be taken on an in-service day, the first week of school, the last three (3) weeks of school or during allocated Professional Learning Community time.

## ARTICLE V

### Grievance Procedure

#### A. Purpose

The purpose of the grievance process is to provide for the orderly and expeditious solution of grievances of individual employees at the lowest level possible.

#### B. Definitions

Grievance: A grievance is a complaint involving a work situation – a complaint that there has been a deviation, violation, misinterpretation or misapplication of any provision of the Agreement or a custom and practice that is related to a topic that is mandatorily negotiable.

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

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

#### C. Grievance Procedure

Level 1. The aggrieved person shall seek to resolve the grievance informally with his/her principal or other immediate supervisor within 15 (15) days after the occurrence of the event or after the grievant becomes aware of such event.

Level 2. If the aggrieved person is not satisfied with the disposition of his/her grievance at level 1, or if no decision has been rendered within five (5) days after the informal conference, he/she may file a formal grievance in writing with the principal or other immediate supervisor.

Within five (5) days after receipt of the written grievance by the principal or immediate supervisor, the parties of interest will meet in an effort to resolve the complaint. The aggrieved person may have an Association representative(s) of their preference present during the meeting.

The principal or immediate supervisor will submit his/her decision in writing to the aggrieved person within five (5) days after the meeting.

Level 3. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, he/she may appeal in writing the grievance within ten (10) days of the Level 2 written response to the Superintendent or his/her designee.

Within ten (10) days after receipt of the written grievance the Superintendent or his/her designee will meet with the aggrieved person and his/her representative(s) in an effort to resolve the grievance.

The Superintendent or designee will submit his/her decision in writing to the aggrieved person within five (5) days of the meeting.

Level 4. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, he/she may file an appeal in writing with the Board of Education by submitting a written request to the Clerk of the Board within ten (10) days after the Superintendent or his/her designee has rendered a decision.

The Board of Education shall, within thirty (30) days after receipt of the written appeal, meet with the grievant and his/her representative(s). As an alternative, the Board may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the Board. Such findings and recommendations shall be made to the Board within (10) days after meeting with the grievant and his/her representatives). The Board shall issue a written ruling on the grievance no later than fifteen (15) days after the hearing either by a hearing officer or by the Board to the grievant.

#### D. Rights of the Party of Interest

1. No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.
2. Both parties may be accompanied by others, including legal counsel, who might contribute to the resolution of the grievance.
3. All grievance hearings shall be confidential.
4. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement of the parties.
5. In the event a grievance is filed as such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days during which the district office is open for business.
6. The filing of a grievance at all levels beyond the informal conference in Level 1, 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 and place of the event or act, and the names and addresses of any witnesses thereto.

### **ARTICLE VI Rights and Privileges of the Association**

#### A. Exclusive Rights

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

The Association shall have the use of employee mailboxes, physical or technological, for the dissemination of communication with teachers. All bargaining unit members shall have use of District communication services to communicate with one another or the Association regarding Association

business. Association business shall be conducted primarily outside the teachers' duty day. There shall be no expectation of privacy when using district e-mail, computer applications, or other official communication systems.

#### B. Payroll Deduction of Dues

Within thirty (30) days after receipt of written authorization from the teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for Association Dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization the Board shall deduct one-twelfth (1/12) or appropriate amount of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied to the Board through a schedule established by the Association. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee to the business office and the Association President. The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) days following each regular period.

#### C. Use of Facilities and Equipment

The Association may use school facilities and equipment without charge. Such equipment shall include, but not be limited to, typewriters, word processing equipment, and computers (including e-mail), copy machines, printers, calculating machines and audio-visual equipment when such equipment is not otherwise in use. Any use of the district property shall not interfere with the operation of the school and shall conform to board policy for facility use.

The Association will reimburse the District for any photocopies made with the exception of those copies made for use during negotiations.

#### D. Grievance Procedure and the Association

The Association may utilize the grievance procedures to allege a deviation, violation, misinterpretation or misapplication of any Association Rights and Privileges granted pursuant to Article VI.

### **Article VII Teacher Evaluations**

#### A. Purpose of Evaluation

Evaluation is based on the proposition of improving individual teacher performance in order to provide effective instruction for students. The teacher and evaluator are to work together to achieve this goal. In addition, the following characteristics will be part of the evaluation process:

1. Establishing a positive administrator-teacher relationship.
2. Observing and collecting descriptive data of teacher behavior.
3. Analyzing the data and discussing implications for the teacher's behavior as it pertains to student learning.
4. Planning for professional improvement and future observations.

## B. Evaluation Procedure

All certified personnel in the first two consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60th school day of the semester. During the third and fourth years of employment, every employee shall be evaluated at least one time each school year by not later than February 15. After the fourth year of employment, every employee shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated. The formal evaluation conference between the teacher and evaluator must be held within the dates listed above. The teacher will be given a one-day notice prior to the formal evaluation conference.

The administrative staff will be responsible for making all evaluations. All evaluations must be made in writing on the evaluation instrument as adopted by the Board. Evaluations will be made in triplicate. The original being filed with the central office and the second and third copies going to the teacher and his/her administrator.

Each teacher must acknowledge presentations of the evaluation document by signature. The teacher may respond in writing to the Superintendent in regards to the evaluation document within two weeks of presentation of the document. This response shall be attached to the evaluation document.

Prior to the formal evaluation conference, each certified staff member may evaluate himself or herself on the district's adopted evaluation criteria. This self-evaluation is to serve as a portion of the basis for the formal evaluation conference. However, it is not to be submitted to the administrative staff and will not become a part of the certified staff member's personnel file.

## C. Evaluation Document

The completed evaluation document will be available only to the individual evaluated, the administrative staff (consisting of the superintendent and principals and the assistants thereof), the Board, the school board attorney at the request of the Board, the State Board of Education, or to the administration and the board of any district to which a teacher makes an application of employment or to other persons specified by the evaluate in writing.

Specific goals and objectives to improve job effectiveness must be developed cooperatively by the teacher and the evaluator at the formal evaluation conference if a "novice" rating is given. These must be written on the form provided and filed with the evaluation document in the central office. It is expected that these be reviewed jointly by the teacher and administrator on three occasions prior to the next formal evaluation.

In addition to the formal evaluation procedure, it is the expectation of the Board that frequent conferences of a more informal nature will take place between the evaluator and evaluate. These conferences may be initiated by either party, and their purpose is to provide for communication in improving job effectiveness. If, as a result of these conferences, additional goals and objectives are determined to improve job effectiveness, these are to be filed with and attached to the formal evaluation document. Marked improvement in areas, which were previously noted as "Novice" should be filed in this manner.

All indicators marked unsatisfactory "novice" require a plan of improvement. A plan of improvement shall be presented to the teacher within fifteen (15) days of the post-evaluation interview.

## D. Definitions

The following definitions are given to clarify the ranking scale used in the evaluation process:



Novice: Competency has not yet been achieved for this performance standard.

Developing: Educator has demonstrated basic competence of standard of performance.

Proficient: Educator exceeds basic competence most of the time.

Distinguished: Educator consistently and significantly exceeds basic competence.

\*COMMENTS – Administrators will add comments to any indicator marked “novice.”

### **Personnel File**

A master file of all materials relating to a teacher shall exist at the District Office. All material's placed in the teacher's file and originating with the district shall be available to the teacher at his/her request for inspection in the presence of the superintendent and/or the building principal during normal office hours.

### **ARTICLE VIII Transfer and Assignment**

#### **A. Involuntary Transfer of Assignment**

Notice of involuntary transfer or assignment shall be given to the affected teacher(s) at the earliest possible date prior to the transfer. The final decision to transfer or not rests with the superintendent.

#### **B. Voluntary Transfer of Assignment**

Any teacher may request a voluntary transfer in writing to the superintendent. The request from the teacher shall include reasons for such a transfer.

### **ARTICLE IX Reduction in Force**

In the event the Board decides that the size of the teaching staff must be reduced, guidelines will be followed. The following steps will be utilized by the district's administrators to reduce the teaching staff. In so far as possible, reduction in staff shall be accomplished by attrition due to resignations and retirement.

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district.

The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be non-renewed due to reduction in force.

The educational goals and needs of the district, individual certifications, qualifications, training skills, evaluations and interests shall be considered.

If two (2) or more teachers have similar certifications, qualifications, training skills, evaluations and interest in a teaching area, those teachers who have tenure will be retained over those who are non-tenured. If all of the teachers have similar certifications, qualifications, training skills, evaluations and interest and all are tenured, the teacher(s) who best meet the needs of the district, considering the factors outlined above and any other relevant factors will be retained.

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for re-employment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interest of the district. The Board shall not be required to consider reinstatement of any teacher after a period of one (1) year from the date of non-renewal.

## **ARTICLE X**

### **Reimbursement for Expenditures**

#### **A. Mileage**

When attending school business, the teacher must use a school owned vehicle if available. If a school vehicle is not available, the teacher will be reimbursed for mileage at the state rate per mile.

#### **B. Reimbursement of Purchases**

K-5 elementary teachers will be reimbursed up to \$100 per year for items purchased for use in their classrooms. Receipts must be present and payment will be made in January and June.

## **ARTICLE XI**

### **Bullying Prevention**

The district will take appropriate action in accordance with KSD 72-8256 to eliminate the abusive acts and/or threats and provide remedy to the abused.

Bullying is any intentional gesture or any intentional written, verbal, electronic or physical act or threat by any person that is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for a staff member that a reasonable person, under the circumstances, knows or should know will have the effect of:

1. harming a staff member, whether physically or mentally;
2. damaging a staff member's property;
3. placing a staff member in reasonable fear of harm to the staff member; or

4. placing a staff member in reasonable fear of damage to the staff member's property;

Cyber bullying means bullying by use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, social networking, online games and websites.

Bullying is prohibited on or while utilizing school property, in a school vehicle or at a school-sponsored activity of event.

## **ARTICLE XII**

### **Liquidated Damages**

A teacher who does not plan to continue employment in USD #113 must submit a letter to the Clerk of the Board of Education so stating. The letter of resignation will be presented to the Board at the next regular meeting following receipt of the letter. A resignation will not be considered final until the employee receives a letter confirming Board action.

A resignation submitted after the continuing contract deadline set forth by the State Legislature, will have to state the reason for the resignation. A resignation submitted after the continuing contract deadline, shall have as a condition of Board acceptance an assessment of two hundred and fifty dollars (\$250.00); a resignation submitted after July 1, shall have as a condition of Board acceptance an assessment of five hundred dollars (\$500.00); and a resignation submitted after August 1, shall have as a condition of Board acceptance an assessment of seven hundred and fifty dollars (\$750.00). The Board shall be authorized to withhold the amount of the assessment from the teacher's last paycheck. If the contract has been paid in full, it is the responsibility of the teacher to compensate the above-mentioned fee to the Board. Once compensation has been made, the BOE will release such teacher from his/her contract.

There will be no paid unused sick leave after the continuing contract deadline if the staff member resigns.

## **ARTICLE XIII**

### **Vacancies**

All staff members will receive notice of vacancies in the district for full-time, part-time and supplemental duties on or before the day they are publicly posted.

## **ARTICLE XIV**

### **Retirement Program**

- A. Matching Retirement plan for KPERS 3 Teachers

Teachers categorized by Kansas Public Employee Retirement System as Tier 3 teachers are eligible to participate in a 403 B (non-Roth) plan through the district. The board will match 2 (\$50) x 1 (\$25) employee contributions up to \$50 per month, not to exceed \$600 per year (employer contribution). KPER's tier 3 teachers are not eligible to receive the district retirement incentive.

Employee contributions are 100% vested. This means the value of your contributions and earnings are yours when you leave the district regardless of years of service. Employer matching contributions are vested according to the following schedule:

<u>Years Completed</u>	<u>Vesting %</u>
1– 5	0
6	20
7	40
8	60
9	80
10 +	100

Prior years (current and consecutive) with the district counts for vesting.

#### B. Early Retirement Bonus

If written notification is given on or before January 15 of the year of retirement and the teacher has been employee by USD #488, USD #441 or USD #113 for 20 or more years, a payment of \$3,000 will be made into the teacher's 403(b) account. They will also receive the Early Retirement Incentive. In exchange for the bonus, the staff member will forfeit the \$15 a day pay for accumulated sick leave not to exceed 45 days.

In the event of any reduction in force after the negotiated date of the early retirement bonus, the Board of Education will re-open district retirement options for those who qualify within the district for a period of not less than five working days.

#### C. Retirement Incentive

A retiring teacher will receive the Retirement Incentive if they give notice in writing to the Clerk of the Board on or before Jan. 15 of his/her pending retirement at the end of the contract year, have attained the years of service requirement listed below and have reached the minimum age of 53. The Board shall pay the retired teacher an annual lump sum of \$3,000 into the teacher's 403 (b) account with a current district

provided vendor for a period not to exceed the lesser of five (5) years or the year the retiree is eligible to receive Medicare (based upon retiree age on July 1). The annual lump sum payment will be made in January of the year following retirement and each January thereafter until all benefits have been paid. The amount paid shall be pro-rated according to the length of service USD #488, USD #441, or USD #113 as follows:

<u>Years of Service</u>	<u>Percentage</u>
20	100
16	80
12	60

In the event of any reduction in force after the negotiated date of the retirement incentive, the Board of Education will re-open district retirement options for those who qualify within the district for a period of not less than five working days. KPERs Tier 3 teachers are eligible for the Matching Retirement Plan and not eligible for the Retirement Incentive.

#### D. Payment for Accumulated Sick Leave

Retiring teachers, who give notice on or before the continuing contract deadline set forth by the State Legislature of the current year, will receive \$15 per day not to exceed 45 days for accumulated sick leave to be paid in a lump sum at retirement. (see Article XIV – section A for the exception)

#### E. Withdrawing a Request to Retire

A teacher may withdraw his/her request to retire due to changed circumstances, however, the Board reserves the right to accept or deny the withdrawal. If a \$3000 bonus was paid, it must be re-paid to the district before the Board allows the resignation to be withdrawn.

#### F. Written Application for the Retirement Bonus and/or Incentive

Written application for the early retirement must be received by the Clerk of the Board no later than the Jan. 15 of the current year and include the following information:

1. A statement of the applicant’s desire to take early retirement.
2. The anticipated date of retirement.
3. The applicant’s birth date and age on the date of retirement.
4. The number of years the applicant has been employee by the district, which must be verified by the Clerk of the Board from the official district’s records.
5. A statement specifying when the applicant is eligible for Medicare.
6. Only service in USD #488, USD #441 or USD #113 is applicable for determining eligibility and benefits under the Early Retirement Incentive Plan.

**ARTICLE XV**

**Compensation**

A. Salary Schedule – No staff member will be allowed to enter the shaded area after the 2013/14 year. Staff members in the shaded areas are not eligible for vertical movement.

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	<b>BS</b>	<b>BS +12</b>	<b>BS + 24</b>	<b>BS +36</b>	<b>MS</b>	<b>MS +12</b>
<b>1</b>	37500	39000	40500	42000	43500	45000
<b>2</b>	38250	39750	41250	42750	44250	45750
<b>3</b>	39000	40500	42000	43500	45000	46500
<b>4</b>	39750	41250	42750	44250	45750	47250
<b>5</b>	40500	42000	43500	45000	46500	48000
<b>6</b>	41250	42750	44250	45750	47250	48750
<b>7</b>	42000	43500	45000	46500	48000	49500
<b>8</b>	42750	44250	45750	47250	48750	50250
<b>9</b>	44607	45000	46500	48000	49500	51000
<b>10</b>	45407	46840	47250	48750	50250	51750
<b>11</b>		47640	49146	49500	51000	52500
<b>12</b>				52301	51750	53250
<b>13</b>		49140	50646	53101	52301	54000
<b>14</b>						56514
<b>15</b>				54601	53801	57314
<b>16</b>					54601	58014
<b>17</b>						58814

B. Initial Placement on Salary Schedule

New teachers to the district, excluding teachers involved in the consolidation of USD #488 and USD # 441, shall be placed on the step in accordance to their years of teaching experience and column according to approved credit hours from a college or university.

C. Advancement of Schedule

## 1. General Guidelines:

### Deadlines:

\*May 1 is the deadline for written requests to be received by the Clerk of the Board for Horizontal Movement on the salary schedule for the following year.

\*Sept. 1 is the deadline for all official transcripts to be submitted to the Clerk of the Board for contract changes. This includes the PDP transcript as well as any college transcripts to be used for movement.

All in-service credit to be used for movement must have been completed within the scope of a Professional Development Plan and within an approved local in-service plan. All in-service points not within a five-year period of the license renewal date are invalid for salary advancement.

PDC points earned from superintendent-approved college credit courses may be used for horizontal movement.

Once points or college credit have been used for movement, they are void for further movement.

## 2. Column specific guidelines

Movement from any column is restricted to only one horizontal column movement per year, unless the teacher has completed a master's degree in which case the teacher will be placed in the master's column.

B.S. degreed teachers must earn a minimum of eight (8) semester hours of college credit in of which at least three (3) semester hours must be in subject matter areas and the remainder must have administrative approval if it is not in the subject matter area and must apply toward a Master's degree.

MS degreed teachers must earn a minimum of 240 points as college credit, in-service, or any combination of the tow for movement.

## 3. Vertical Movement

Shall be limited to one step per year. Horizontal movement will not impact vertical movement.

Failure to meet these requirements will prevent the teacher from advancing on the salary schedule.

## 4. Extended Contracts

Teachers with extended contracts shall receive additional compensation calculated on the base step on the salary schedule divided by the 179 days and multiplied by the number of extended days.

Example: \$37,500 (Base, 1, Step 1) /179 days x 10 extended contract days = \$1,986.03

## 5. Mentor Compensation

Teachers who are serving as mentors shall be compensated \$1000 per year.

## 6. SIT Team Participation

The Board will provide \$2000 to each building for certified staff for participation on the SIT Team. The number of certified staff members would not exceed eight and need to be identified by May 31 for the next school year.

## 7. Summer Weights Instructor/Summer Instrumental Music Lessons

Summer weights instructor and instrumental summer music lesson instructor will be compensated \$12.00 per hour for a maximum of 120 hours.

## 8. Driver's Education Instructors

Driver's Education Instructors' will be compensated as follows:

Number of students divided by number of drivers' education instructors x \$160 = total compensation.

## 9. Extra Duty Compensation

Extra duty pay shall be \$10.00 an hour with a minimum of 2 hours for professional employees who serve as: ticket sellers, crowd supervisors, scorers, judges, and timers for athletic events, music, drama and forensic events.

## 10. Curriculum Work during the summer

Teachers will be compensated \$18.00 an hour providing the certified staff member is preparing lesson plans and actually teaching and tutors will be compensated \$12.30 an hour for summer programs for a maximum of 120 hours.

## 11. Interactive Distance Learning – IDL

Teachers who are teaching an IDL course shall be compensated \$500 per course per semester.

## 12. Other Compensation

Teachers shall be compensated at a rate of \$18 per hour for duties, not mentioned previously in the agreement, that are required to be performed outside the duty day.

## 13. After-school Support

Teachers working with students in an approved after-school program will be compensated \$12.00 per hour.

## 14. Transient Teaches



Transient teachers in Sabetha will be paid \$200 per semester. Transient teacher in other parts of the district will be paid mileage.

15. Teacher Pay for Loss of Plan Time

During teacher absences, administration may assign a teacher on plan time, to cover the class of the absent teacher. The substituting teacher will be compensated at the rate of eighteen dollars (\$18.00) per hour computed to the nearest quarter-hour. It will be the responsibility of the covering teacher to complete and submit the appropriate compensation form. This compensation shall be paid monthly.

With previous permission from the building principal, a teacher may make arrangements to have another qualified person cover his/her class (without compensation) for up to one hour without taking any sick leave, personal leave or dock in pay.

**ARTICLE XVI**

**Supplemental Duty Pay and Schedule**

Section A – Supplemental Duty Pay Schedule (Unless specified otherwise during negotiations, Step 1 of the Supplemental Duty Pay Schedule will come from the base of the salary Schedule)

Step 1	\$37500
Step 2	\$38399
Step 3	\$39298
Step 4	\$40197
Step 5	\$41096
Step 6	\$41995
Step 7	\$42894
Step 8	\$43793

Section B – Supplemental Duties and Percent of the Schedule

District Duties:

District PDC Chair	2.0%
District PDC Member	1.0%
Building Steering Chairperson	5.0%
Building PLC Leader	4.0%

High School Duties:

3A High School Activities Director	37.5%
1A (K-12) Activities Director	25%
Head Football Coach	11.5% ***
Assistant Football Coach	8.5% ***
Head Basketball Coach	12.5%
Assistant Basketball Coach	9.5%
Head Wrestling Coach	12.5%
Assistant Wrestling Coach	8.5%
Head Volleyball Coach	11.0%
Assistant Volleyball Coach	8.0%
Head Track & Field Coach	11.0%
Assistant Track & Field Coach	8.0%
Head Baseball Coach	11.0%
Assistant Baseball Coach	8.5%
Head Softball Coach	11.0%
Assistant Softball Coach	8.0%
Cross Country Coach	8.0%
Golf Coach	8.0%
Assistant Golf Coach	3.5%
Tennis Coach	6.5%
Assistant Tennis Coach	3.5%
**Play Director (Per Play)	3.5%
*Cheerleader Sponsor (Per Sport)	2.5%
Forensics	3.5%
Junior Class Sponsor (2)	3.0%
Senior Class Sponsor (2) (Axtell)	2.0%
Instrumental and/or Vocal Music	10.5%
Student Council Sponsor	3.5%
KAY Sponsor	2.5%
FFA Sponsor	6.5%
FCCLA Sponsor	2.5%
	2.0%
****Yearbook	2.5%
NHS	1.0%
Quiz Bowl Coach (one high school)	4.0%
Concession Stand Sponsor (one per high school)	2.0%
Concession Stand Sponsor (Sabetha High School)	5.0%

\*3 sports paid at SHS; 2 Sports paid at WHS and AHS

\*\*Wetmore And Axtell pay will be 3.0 if practice is conducted during the day.

\*\*\* Football coaches with teams participating in Sectional, Substate, & State games will receive \$100 per game per coach additional compensation.

\*\*\*\*Supplemental only paid if the duties are not part of an assigned course.

#### Middle School Duties:

***Football Head and Assistant Coaches	6.5%
***Basketball Head and Assistant Coaches	6.5%
***Volleyball Head Coach	6.5%
***Volleyball Assistant Coach	5.5%
***Wrestling Head Coach	6.5%

***Assistant Wrestling Coach	4.5%
***Track & Field Head Coach	6.5%
***Assistant Track & Field Coach	5.5%
Cheerleader Sponsor	1.5%
Quiz Bowl	1.0%

\*\*\*All coaching assignments at Wetmore and Axtell are .5% lower if school-time assignments.

Elementary School Duties:

Sabetha Elementary Vocal Music Teacher	1.0%
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**ARTICLE XVII**

**Payroll and Fringe Benefits**

A. Pay Period

Teachers shall be paid in twelve (12) equal installments on or before the tenth (10<sup>th</sup>) of each month, unless otherwise requested in writing to the Clerk of USD #113 for a final summer payment in June. These requests must be submitted to the Clerk by April 1. When a pay date falls on or during a federal holiday or weekend, teachers shall receive their paycheck on the last workday before the regular payday.

B. Cafeteria Plan

The District shall make available to the professional staff a flexible benefit plan that includes: health, cancer, disability and group life insurance, un-reimbursed medical expenses and dependent care insurance.

C. Annuities

Tax deferred annuities will be administered according to the requirements of IRS Code Section 403(b).

Payroll deduction additions/changes will be processed semi-annually. Teachers may submit written notification to the district office from September 1 through September 30, and March 1 Through March 31, describing changes in payroll deductions.

Fifteen percent (15%) of the total number of teachers must be enrolled in any new payroll deduction program prior to the incorporation of that program into programs covered as payroll deductions for certified personnel. Such programs would include:

- a. Annuities/before-tax savings plans from companies not presently on the payroll deduction list of USD #488 and USD #441; and
- b. Insurance premiums (of any type) from companies not presently on the payroll deduction list of USD #488 and USD #441;

Teachers new to the district are included in these requirements. If the new teacher was contributing to a plan already served by USD #488 or USD #441, a deduction would be made for them by adding them to a present list. If the new teacher was contributing to a plan not being served by USD #488 or USD #441, the teacher would have to either (a) change plans to another company, or (b) make the payment him or herself.

#### D. Health Insurance

The Board of Education shall pay **\$392.86** per month toward a district health insurance premium for each teacher for the current school year. Teachers' employee by the school district may expand the single policy coverage to family coverage. Arrangements can be made through the main office for payroll deductions for all teachers interested in expanding their policy.

#### E. Passes for District Activities

All employees shall receive a family pass that will admit them free of charge to all home activities at which an admission is charges, excluding tournaments, musicals and plays.

### **ARTICLE XVIII**


#### **Copy of the Ratified Negotiated Agreement**


The Board will provide a copy of the ratified Formal Agreement to each teacher in either paper format or other electronic means at the Board's expense.


**ARTICLE XIX**

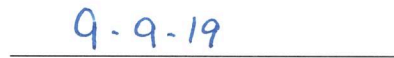
**Savings Clause**

If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall immediately enter into negotiations to replace any provision found to be contrary to law.

  
\_\_\_\_\_  
President  
Prairie Hills Education Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Board of Education USD #113

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clerk of  
Board of Education USD #113

  
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See Appendix A, B, C, D and E for 2016, 2017, 2018, 2019, & 2020 Annual Summary of Negotiations.