

**Innovative--Future-Focused-Real World**

**L E A R N I N G!**

**Negotiated Agreement 2020-2021**

**USD 353 - Wellington**



**USD 353 will be leaders of innovative, future-focused learning by bringing schools, community, and students together to adapt to the changing world.**

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## **ARTICLE A INTRODUCTORY AND EXPLANATORY ITEMS**

### **ARTICLE A-1 DURATION OF AGREEMENT**

The Board of Education of Unified School District 353, Sumner County, Kansas (hereinafter referred to as the Board or the District) and Wellington-National Education Association (hereinafter referred to as the Association or W-NEA) hereby enter into the following Negotiated Agreement pursuant to K.S.A. 72-5413 et seq. as amended. This Agreement shall become effective August 1, 2020 provided it is ratified by a majority of the members of the Board and a majority of the teachers, and except as hereinafter provided, all provisions of this agreement shall expire and terminate on July 31, 2021, unless such provision is specifically agreed upon as being part of a successor negotiated agreement and properly ratified by the parties hereto. Federal and State legislation supersede any contract items of agreement between W-NEA and the Board of Education. This agreement shall remain in full force and effect while negotiations in respect to a 2020-2021 school year are continuing.

BOARD OF EDUCATION  
UNIFIED SCHOOL DIST. NO. 353  
SUMNER COUNTY, KANSAS

WELLINGTON-NEA  
WELLINGTON, KANSAS

BY

BY

Signed and Negotiated Agreement are kept on file at the USD 353 Central Office.

### **ARTICLE A-2 W-NEA REPRESENTATION, RECOGNITION**

The recognized unit from the teachers' association shall represent all certified staff members except those classified as administrators or substitute teachers. The Wellington-NEA is recognized by the School Board for Unified School District #353 as the official agency for all members of the bargaining unit, provided that another bargaining unit has not won an election according to current state statutes. This does not preclude the right of other groups or individuals to be heard by the School Board.

#### **Professional Organizational Leave for W-NEA**

W-NEA shall be provided fifteen (15) days professional organizational leave per year (noncumulative) to be used by professional educators who are officers or agents of W-NEA. The procedures for implementation shall be "Requests to be absent for teacher association related meetings are to be made to the Superintendent. If the request is approved, the W-NEA will pay all expenses of the teachers required by law" except that requests for professional organizational leave shall require approval by the W-NEA president before the request is forwarded to the Superintendent for review and approval. W-NEA will request the leave in writing no less than seven (7) days (if possible) in advance of the leave date. The District will be reimbursed the cost of the substitute. This leave will be used for Association business other than the K-NEA Convention.

## Employee Organization

- A. **Access to Buildings**---Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times provided that classroom activities are not interrupted.
- B. **Access to Information**---The Board agrees to furnish to the Association, upon request, any records that are currently considered public knowledge.
- C. **Bulletin Board and Mail Service**---The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided by the Board in each school building. The Association shall have the use of employee mailboxes for the dissemination of communications to teachers.
- D. **Use of Facilities and Equipment**---The Association shall have the right to use school facilities and equipment including, but not limited to, typewriters, computers, mimeographing machines, other duplicating equipment, calculating machines, data processing equipment, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for meetings.
- E. **Reproduction of Agreement**--- Copies of this Agreement shall be available on the District USD 353 website and staff may print a paper copy if needed, at the expense of the Board. All new teachers hired by the district shall be given a paper copy at new teacher inservice, or anyone considered for employment by the Board.
- F. **Exclusive Rights**---The rights granted to the Association shall not be granted or extended to any other organization claiming to represent employees of the bargaining unit, provided that another bargaining unit has not won an election according to current state statutes.

## **ARTICLE A-3 SAVING CLAUSE**

If any provision of this Agreement or any application of this agreement to any employee or group of employees subject to this Agreement 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.

## **ARTICLE B**

### **TEACHER WORKING CONDITIONS**

#### **ARTICLE B-1 HOURS AND DAYS OF EMPLOYMENT**

Contracts are to be written based on the adopted school calendar of 181 days. As agreed upon at the time that the school day was extended to change from a day schedule (181 days) to an hour schedule (1215 hours), the length of the day shall revert back to the state regulations if the day schedule is reinstated. If the number of days/hours for future calendars exceeds the number of days/hours on the calendar in the current year, compensation will be discussed at negotiations. (Rev. 04-05; Rev. 2019, Rev 11-20)

#### **A. Hours**

1. Teachers will be expected to be on duty at least ten (10) minutes before the first class period and remain on duty at least thirty (30) minutes after the end of the last period or activity or until 3:45 p.m., whichever comes first. -(Rev. 7-1999 7-2017) For the 2020-2021 school year, all teachers will report by 7:50am, student start time is 8:00am. The High School ending time is 3:05, Middle School 3:10, and Elementary 3:25. Teachers at the high school will be released at 3:35, middle school teacher are released at 3:40, and elementary teacher are released at 3:45. (Rev. 7-2017) High School Redesign Teachers duty day shall start at 7:00, 8:00, or 9:00 still arriving ten minutes prior to start time. Redesign Teacher's duty day shall remain 7.5 hours per day and the start/end time shall be consistent throughout the year. Teachers shall work with the administration to develop a workable schedule to ensure the success of all students. (Revised 9-2018)
2. On Fridays or on days preceding holidays or vacations, the employee's day shall end at such a time that a substantial portion of the student body has cleared the building. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. In other cases, where the closing is specific to one building, staff may be required to report in their own building, if safe and healthy, or at another location not affected by the closing. (Rev. 9-2007)

#### **B. Days**

1. Teachers without extended contracts will work N duty days. (N = number of adopted calendar days). (Rev. 7-1994, Rev 2-2014)
2. The following minimum extended contracts will apply to bargaining unit members employed by the district. (Rev. 7-1994, Rev 2-2014)
  - (a) Two (2) extra working days for
    - i. Special education instructors (unless otherwise addressed in this document)
  - (b) Three (3) extra working days for:
    - ii. Speech therapists (two days before the beginning of school and one day at the end of the year).
    - iii. Elementary Counselors/Social Workers
  - (c) Ten (10) extra working days for:
    - i. middle school counselor
    - ii. full-time elementary librarians
    - iii. middle school and high school vocational education instructors
    - iv. position 2 school psychologist
  - (d) Fifteen (15) extra working days for:
    - i. full time middle and high school librarians
    - ii. summer band instructor
  - (e) Twenty (20) extra working days for:

- i. position 1 school psychologist
  - ii. high school counselor
  - iii. vocational coordinator
- (f) Forty (40) extra working days for vocational agriculture instructor

Some teachers by choice are living outside of Wellington and outside of the school district. All teachers will be expected to be present when school is held. If the weather is such that those living away from Wellington cannot get to Wellington, they may use their-universal leave. Any days missed beyond their universal leave days will be deducted at the regular amount of 1/Nth of the yearly pay per day missed. (Rev. 7-2017)

## **ARTICLE B-2 TUTORING STUDENTS FOR PAY**

Teachers may tutor students for pay after the regular working day as specified by the Board; however, no tutoring for pay will be done during the regular working day.

## **ARTICLE B-3 APPLICATION FOR CHANGE OF POSITION OR ASSIGNMENT**

Consideration will be given to qualified employees currently employed by the District when a vacancy occurs.

- A. An opening shall be any newly created positions or any remaining positions that have not been filled with members of the bargaining unit involved in-building transfers. This opening will be posted in every building and emailed to every certified employee.
- B. The interviews for said position open in the District will be conducted by an interview team. The administrator in charge may choose the team consisting of at least 3 members from among administrator(s), department heads, grade level teachers, departments, or others using as diverse a team as possible.

The final decision will be based on the best professional judgment of the administrative team and the USD 353 Board of Education, with the welfare of the students as the prime determining factor. (Added 2006, Rev. 2007, Rev. 2-2014, Rev. 8-2016)

## **ARTICLE B-4 RELEASE FROM CONTRACT (Rev. 8-2016)**

After the notice date for teachers to inform the board of their intent to return under the continuing contract law, if a teacher wishes to be released from his/her contract for the succeeding year, he/she shall present his/her intentions to the Board in writing. If the teacher has a justifiable reason, and if a replacement who is qualified and desirable can be found, the teacher may be released. (Rev. 11-2010, Rev. 8-2016)

## **ARTICLE B-5 PERFORMING FOR FUNERALS**

Since performing for funerals is a community service, teachers will be allowed a minimal amount of time to offer this service when requested, provided it is done without pay.

## **ARTICLE B-6 COMPLAINTS AGAINST EMPLOYEES**

Notice of a complaint against a professional employee shall be furnished to the professional employee within three working days the certified employee's administrator is made aware of the incident. If action on any complaint, written or oral, is deemed necessary by the appropriate administrator or director, the information will be recorded on the instrument named "Counseling Form," which will include the nature of the complaint. If a complaint is not used as a basis for action against the employee within one year of its entering the file, such material may be removed from all personal employee files and destroyed at the request of the teacher or administrator with the approval of the Superintendent. The counseling form is included in the appendix of the negotiated agreement. (Rev. 7-1994, Rev. 2-2014)

## **ARTICLE B-7 SAFETY PROVISIONS**

- A. The District crisis plan shall be reviewed and updated as needed. Yearly review for staff shall be conducted at the district wide beginning inservice.
- B. Building administration or designee will be responsible for informing substitutes of said crisis plan. In the event of any crisis, building administrators or designee shall be responsible for any substitute and the students of the class to implement said crisis plan. (Rev. 9-2007)

## **ARTICLE B-8 CALENDAR COMMITTEE**

The school calendar committee will be composed of Association-appointed teacher representatives as follows: two from the high school, two from the middle school, one from each elementary, one from Central Office. The Superintendent (or his/her designee) will be on the committee. The Superintendent will also appoint four other members of the committee. (Rev. 9-2007; Rev. 9-2019)

## **ARTICLE B-9 PREPARATION PERIOD**

Employees in the bargaining unit will be granted a preparation period. This time shall amount to at least one class period per day for the High School and Middle School. A time of at least two hundred ninety (290) minutes per week shall be allocated for each elementary teacher.. (Rev 7 2017; Rev. 9-2019)

## **ARTICLE B-10 EVALUATION**

The Kansas Education Evaluation Protocol (KEEP) has been adopted by USD 353. The full document can be found at [www.usd353.com](http://www.usd353.com) or a paper copy will be available at central office upon request (Rev. 2-2014) (Rev. 7/21/2015, 7-2017)

### **Availability of Evaluation Document**

Board policy provides that evaluation documents shall be available to the Superintendent, Clerk of the Board, administrators under whose supervision the teacher works, the administrator who evaluates, the teacher, the building administrator under whose direct supervision the teacher will work, and others authorized by law.

### **Appraisal of Personnel**

The building principal has the responsibility for appraisal of all teachers assigned to his/her building. Teachers assigned to more than one building may be appraised by both the principals and a supervisor or specialist. Special education teachers assigned full-time to any one building will be appraised by the



principal in cooperation with the Director of Special Programs. All traveling teachers have been assigned an immediate supervisor who will be responsible to do the appraising. All teachers shall be appraised at least the minimum as required by state law, but any teacher may be appraised as often as deemed necessary by the principal, the Superintendent, or the Board.

### Objectives of Appraisal

The specific objectives to be achieved with an appraisal program are to:

- A. Clarify the performance expectations of the individual; i.e., make duties and responsibilities of the appraiser clearer;
- B. Bring about a closer working relationship between the appraisee and appraiser;
- C. Make appraisal relevant to job performance;
- D. Establish improvement plans for the appraisee to follow;
- E. Maintain accurate records of all appraisal conferences and other appraisee-appraiser contacts;
- F. Assess the effectiveness of job performance both by self-appraisal and appraisal by the appraiser;
- G. Conduct meaningful appraisal conferences directed toward improving performance;
- H. Establish appropriate ways for follow-up of actions needed for further improvement; and
- I. Keep appraisal a dynamic process, assess its effectiveness periodically, and revise it as necessary.

### **ARTICLE B-11 SELECTION OF HEALTH COVERAGE**

Because of insurance company policies and new laws under the Affordable Care Act, this language is outdated and has been removed from the negotiated agreement. It is null and void as currently written. The negotiation teams will be used to evaluate insurance/benefit returns from insurance companies, as the group meets the personnel needs as written. (Rev. 7/21/2015)

### **ARTICLE B-12 CLASSROOM AIDES**

If the district employs instructional aides, they will be assigned by the administration. (Rev. 9-2007)

### **ARTICLE B-13 COMMITTEE MEETINGS OUTSIDE OF THE DUTY DAY**

- A. Scheduling of committee meetings will continue to be the responsibility of the administration.
- B. School meetings will last no longer than one (1) hour before or after the student day has begun or ended.
- C. The contract will be enforced for all meetings outside of the student day.(Rev. 8-2006)

### **ARTICLE B-14 TECHNOLOGY EDUCATION COMMITTEE**

Technology Committee made up of Network Administrator, Assistant Superintendent, one BOE member and TIRC's. (Rev. 7/21/2015)

## **ARTICLE C**

### **SALARY AND RELATED BENEFITS**

#### **ARTICLE C-1 SALARY SCHEDULE**

A copy of the current salary schedule is attached. Each year the W-NEA will recommend to the Board a salary schedule based on educational qualifications and experience. This schedule will apply to all instructional levels. A roster of all teaching positions and extra duty assignments which have been bargained for is included in the appendix. Names for these positions will be updated each year as agreed upon between the Board and the W-NEA.

#### **Placement**

All teachers in the District will be placed at their earned degree and experience step. New employees will be placed on the salary schedule in accordance with the initial placement on the adopted salary schedule. (Rev. 8-1998) A teacher's total years of experience transferred into the district will be rounded off to the nearest full year. Experience credit will be given for teaching in a state-accredited school system. (Rev. 7-1995, 7-2017)

Teachers moving horizontally from career salary adjustment will move over and down as required to avoid a salary loss. (Rev. 04-2005)

Teachers qualify for one (1) higher step for each full year of teaching experience under a contract with the District. No teacher will move more than one step in any year. (Added 5-2003)

Teachers who earn additional hours to move into a new column of the salary schedule will be placed in the appropriate column for the succeeding contract year. Teachers who move over a column are also entitled to move one (1) higher step on the salary schedule for the full year of teaching experience under a contract with the District. (Added 5-2003) (See Article C3)

Teaching experience may not be the same as placement on the salary schedule. Correct data concerning local experience will be kept by the business office (Rev. 7-1996)

Speech Therapists and School Psychologists will be placed on the appropriate column of the salary schedule at the time of hire. An additional \$5,000 will be added to their salary to meet market conditions. (Rev. 8-2020)

#### **Health Insurance Contribution**

The Board will contribute \$350.00 per month towards a Single policy, \$375.00 per month towards an Employee +1 policy, and \$500.00 for the Employee Family policy for the 2019 - 2020 school year. This benefit is capped at a \$700 contribution for employees who are both employed by the district. If the teacher does not participate in the school sponsored health insurance group, the teacher will not receive this benefit. (Added 5-2000, Rev. 11-2010, Rev. 2-2014, Rev. 8-2016, Rev. 9-2019)

The Board will contribute \$350.00 per month towards a Single policy, \$375.00 per month towards an Employee +1 policy, and \$500.00 for the Employee Family policy for the 2019 - 2020 school year. This benefit is capped at a \$850 contribution for employees who are both employed by the district. If the teacher does not participate in the school sponsored health insurance group, the teacher will not receive this benefit. (Added 5-2000, Rev. 11-2010, Rev. 2-2014, Rev. 8-2016, Rev. 9-2019, Rev. 7-2020, Rev 7-2020))

## Supplemental Job Description

Supplemental job descriptions must be developed and agreed upon by the administrator and by persons receiving a supplemental contract. (Rev. 2-2014)

### **ARTICLE C-2 SALARY INCREMENTS**

~~Any teacher who is to move from one salary schedule column to another must have in the Superintendent's office, by October 10, official proof of hours earned. An official transcript must then be on file by October 10 of the current school year. Teachers shall not be allowed to move over to a new column until transcripts are on file. Teachers will receive their pay increase retroactively for September as long as the transcripts are on file by October 10. If transcripts are not on file by October 10, the teacher will not be allowed to move over during that contract year. If the salary schedule placement is incorrect, the teacher must provide the Superintendent proof of the correct placement within thirty (30) days of the acceptance of the teaching contract. (Rev 9-2007)~~

Any teacher who is to move from one salary schedule column to another must have in the **Business** office, by **December 1st**, official proof of hours earned. An official transcript (**paper or electronic**) must then be on file by **December 1st**, of the current school year. Teachers shall not be allowed to move over to a new column until transcripts are on file. Teachers will receive their pay increase retroactively for September as long as the transcripts are on file by **December 1st**. If transcripts are not on file by **December 1st**, the teacher will not be allowed to move over during that contract year. If the salary schedule placement is incorrect, the teacher must provide the Superintendent proof of the correct placement within thirty (30) days of the acceptance of the teaching contract. (Rev 9-2007, Rev 7-2020)

Any teacher reaching the end of any column who is not qualified to advance to the next column will remain on that step until additional work is completed. All hours that permit movement into M+15, M+24 and M+36 columns must be completed after the completion of a Master's degree. Any teacher considering horizontal movement on the salary schedule must notify the Superintendent in writing of this intention by the first day of May of the year preceding the move. Failure to provide this notification will result in not being granted the horizontal step on the next contract issued. A written notification of this deadline will be issued to all employees affected by the negotiated agreement by March 1. (Rev. 7-1995)

### **ARTICLE C-3 APPROVAL OF HOURS TOWARD INCREMENTS**

Courses earned towards salary increments will be graduate level courses unless pre-approved by the district administration. (Rev. 2-2014)

### **ARTICLE C-4 BASIS FOR FRACTIONAL PAY**

For the purpose of figuring fractional pay, the daily pay will be 1/Nth of the individual teacher's basic salary.

### **ARTICLE C-5 TEACHERS WHO SUBSTITUTE**

- A. Teachers may be asked by administration to substitute during their planning period when some other teacher is gone and no available substitute can be found (Rev. 7-2017).
- B. ~~Teachers shall be paid \$15.00 for substituting during their planning period.. (Rev. 7-2017)~~

Teachers shall be paid \$20.00 per hour for substituting during their planning period or instances where they are having to cover both their classroom and another teacher's duties at the same time. (Rev. 7-2017, Rev. 7-2020)

## **ARTICLE C-6 REIMBURSEMENT FOR IN-DISTRICT TRAVEL**

Before September 10<sup>th</sup>, the administrator and the employee will count the average number of building changes required/assigned per week; divide the total by five to find the average number of changes; and pay the teacher \$60 per change plus the base rate of \$135. This will be the total amount paid for the school year. If the average number of changes increases or decreases during the course of the year, the administrator and teacher will meet again and this figure will be adjusted accordingly. Payment will be made in one lump sum in a separate check at the end of the year.

A form will be provided by the individual's supervisor to be completed by the individual and returned to the supervisor by September 15, or as the situation dictates. See appendix for the form. (Rev. 8-2007)

## **ARTICLE C-7 COMPENSATION FOR TEACHING AN EXTRA CLASS**

Any teacher who may be asked to teach an extra class period will be compensated at the rate of 11% for two (2) semesters or 5.5% for one (1) semester for standard classes. This is repayment for lost planning time. All extra classes will be approved annually by the Board and a separate contract will be issued. (Rev. 2-2014)

## **ARTICLE C-8 COMPENSATION FOR INSERVICE PRESENTATIONS**

Any teacher, approved by an administrator to give an inservice presentation, will be compensated \$25 for the inservice (3hr. minimum). Co-presenters will split the \$25 presentation stipend. (Rev. 7/21/15)

## **ARTICLE C-9 SALARY REDUCTION**

The District shall establish a program in conformity with IRC Section 125, Section 79, and Section 129 of the Internal Revenue Code of 1986 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for salary reduction. If either party feels the salary reduction plan is not in compliance with Internal Revenue Code guidelines, amendments to the salary reduction plan allow immediate reopening of negotiations on this article only. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the plan document.

Employees shall make any salary reduction elections within ten (10) days after commencing work in the District and annually during the election period thereafter. That election shall remain in force throughout the plan year or until termination of employment with the District, whichever comes first.

Items with which the employee may reduce his/her salary are listed in the District's plan document. Included in these reduction items are:

- A. Health Insurance
- B. Life Insurance
- C. Cancer Insurance
- D. Dependent Care Reimbursement
- E. Dental Insurance
- F. Medical Care Reimbursement
- G. Salary Protection Insurance

The business office will provide each employee with cafeteria plan notification and announce the dates of the election period. If no salary reduction is elected, the employee shall receive his/her total salary in cash.

## **ARTICLE C-10 PAYROLL DEDUCTIONS**

When authorized by the employee, salary deductions will be made for:

1. Credit Unions
2. Tax-sheltered Annuities (Limit to 12 vendors unless the WNEA executive board and superintendent agree to allow additional vendor(s). (Rev. 04-05)
3. NEA, K-NEA AND W-NEA dues (deducted September through August)

Such deductions shall be limited to companies where a minimum of five (5) employees have agreements of participation.

## **ARTICLE C-11 METHOD OF PAYMENT**

- A. Pay Periods: Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Employees shall be paid at their regular building and on regular school days unless otherwise designated by the employee, i.e. direct deposit.
- B. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall be paid on the last previous working day. (Rev. 8-2016)
- C. Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee or directly deposited. Any employee, upon written notice to the Board by April 1 of the initial year, shall receive his/her June, July and August checks in June. Such notice shall remain in effect until rescinded by the employee. (Rev. 8-2016, Rev. 9 - 2019)

## **ARTICLE C-12 TYPES OF PAID LEAVE (Rev. 7-2017)**

Types of paid leave included in this negotiated agreement include the following:

- |                    |                          |
|--------------------|--------------------------|
| Universal Leave    | Articles C-13            |
| Maternity Leave    | Article C-14             |
| Professional Leave | Article C-15             |
| Bereavement Leave  | Article C-16             |
| Military Leave     | Article C-17             |
| Jury Duty Leave    | Article C-18             |
| Catastrophic Leave | Article C-19             |
| (Sabbatical Leave  | Article C-21, may apply) |

## **ARTICLE C-13 USE OF UNIVERSAL LEAVE DAYS (Rev. 7-2017, Rev. 9- 2019)**

On the first day of orientation, each teacher shall be credited with 14 days of "universal leave" with full pay. Universal leave includes days that were formerly termed sick leave or personal leave. The Superintendent must approve leave of more than five (5) consecutive days. Teachers will accumulate leave previously referred to as sick and/or personal days from year to year to a maximum of 120 days.

Accumulated universal leave can be used for the employee's own illness, family illness, critical illness or death in the immediate family. The employee's immediate family shall include spouse/partner, mother,

father, brother, sister, children, grandchildren, grandparents, in-laws of the employee and any other relative who resides in the teacher's home. Critical illness means an illness that is sufficiently serious to require the employee's presence. A verification from the attending physician may be required by the Superintendent.

The Board reserves the right to require a doctor's permit any time they or administrators feel the universal leave is being abused. Universal leave days will not be allowed without prior approval from administration on professional development days, before and after a holiday, and the first and last day of school. Total amount of leave used/accumulated is available to all staff upon request from the Business Office. (Rev. 9-2019)

Leave may be taken in full day, half day, or one hour increments. When a teacher needs to be gone for any portion of the day, the building administration will attempt to provide a qualified substitute. If one is not available, other staff may be requested to fill in for that time. (Rev. 2-2014; Added 7-2017) If a teacher uses all of the Universal leave days allowed, the teacher will be docked the full amount required to pay the substitute for the time gone.

If additional time is needed, it will be approved by the Superintendent and Sick Leave Committee if a doctor's statement is supplied. Requested leave time not covered by the teacher's accumulated sick leave must be referred to the Sick Leave Bank. (Rev. 7/21/2015)

#### **ARTICLE C-14 MATERNITY LEAVE**

Maternity leave with extenuating circumstances documented by a licensed physician may be reviewed for sick leave pool/bank approval. (Rev. 7/21/2015) (Rev. 8/5/2015)

#### **ARTICLE C-15 APPROVED PROFESSIONAL LEAVE**

The Board will allow members of the faculty to miss school for two (2) days to attend professionally related activities (other than the regular Kansas-NEA Convention). Such professionally related activity must deal with educational work. The Board will pay the substitute, providing the teacher and the principal agree that the professionally related activity will be of benefit to the teacher in his/her teaching field. This policy is to be followed as long as the efficiency of the school system is not impaired as determined by the principal. Such leave must be approved by the principal of the building and Curriculum Director. (Rev 7-1996)

#### **ARTICLE C-16 BEREAVEMENT LEAVE**

Paid absence for the death or burial of a relative or a friend. Three (3) days of leave will be allowed for the death of an immediate family member as defined in Section A. Leave for other funerals shall be for a maximum of one day. Exceptional circumstances that would require additional absences will be considered on a case-by-case basis by the building principal and the Superintendent (Rev. 8-2012).

#### **ARTICLE C-17 MILITARY LEAVE**

The person authorized to be gone for military leave will be paid any deficit between the amount of his/her military pay and what he/she ordinarily would draw from the District.

#### **ARTICLE C-18 JURY DUTY LEAVE**

Recognizing that jury service is a civic duty of every qualified citizen, the Board agrees to pay full compensation for employees while serving on jury duty during regularly scheduled school days.

Teachers will be expected to return to duty the next school day after service. If duty exceeds one day, all compensation provided exclusive of reimbursements will be returned to the district.

## **ARTICLE C-19 CATASTROPHIC LEAVE**

Catastrophic leave will be defined as leave taken in the event of a natural disaster as occurring to the main residence of an employee. For example: tornadoes, floods, severe thunderstorms, hailstorms, etc. Catastrophic leave will be deducted from the leave reimbursed plan. (Article C-21) (Added 7-1999)

## **ARTICLE C-19 CATASTROPHIC OR PANDEMIC LEAVE**

Catastrophic leave will be defined as leave taken in the event of a natural disaster as occurring to the main residence of an employee. For example: tornadoes, floods, severe thunderstorms, hailstorms, etc. Pandemic Leave will be defined as leave used in direct connection with a disease prevalent over a whole country or the world. (Rev. 7-2020) Catastrophic or Pandemic leave will be deducted from the leave reimbursed plan. (Article C-21) (Added 7-1999, Rev. 7-2020)

## **ARTICLE C-20 LEAVE WITHOUT PAY**

### **A. Short Term (Daily)**

Employees may be excused from work for reasons not covered by other leave policies. A salary deduction of 1/Nth (N = the number of days in the adopted school calendar) of the annual salary will be deducted for each day of leave under this provision. Each monthly accumulated salary deduction shall be deducted, if possible, over three (3) pay periods, including the month of accumulated leave without pay.

### **B. Long Term**

Long term leave shall not allow for salary step or career salary adjustment increase or sick leave reimbursement, and it shall not be deemed a break in continuity of service.

1. Any staff member is eligible to apply for approval for long-term leave without pay prior to March 15 of any school year. A qualified replacement must be available for one (1) year term, and the teacher must notify the Board by March 15 of the following year and sign a contract for the following year if he/she wishes to return or submit a letter of resignation if he/she does not wish to return. If a teacher goes past March 15 without fulfilling these requirements, it will be understood by the teacher and Board that the Board is released from the agreement.
2. An employee on long-term leave without pay shall have access to the school-endorsed health insurance for the term of absence. Employees on long-term leave without pay will have the responsibility to deliver the reimbursement for the monthly premiums to the District business office. (Rev. 7-95)

## **ARTICLE C-21 SABBATICAL LEAVE**

### **Purpose**

The sabbatical leave policy is designed to provide an opportunity to engage in professional experiences having a major focus on self-improvement.

### **Qualifications**

The applicant must have been employed in the District for at least five (5) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the District during the five (5) consecutive years of service immediately preceding the current application. The applicant must sign a note conditioned upon an agreement to return to service with the District immediately upon termination of the sabbatical leave.

## Application

Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 15 as to the status of their application. Applicants for sabbatical leave shall include an outlined plan for the period requested with their application forms. This plan shall be indicated on the application form or as an attached statement and shall include details of a project such as research, writing, and travel to be pursued independently by the applicant.

## Status While on Sabbatical Leave

An employee on sabbatical leave shall be considered to be in the employ of the District and shall have access to the school-endorsed health insurance for the term of absence. Employees on sabbatical will have the responsibility to deliver the reimbursement for the monthly premiums to the District business office.

## Status on Return from Sabbatical Leave

An employee returning from sabbatical leave shall be restored to his/her former teaching position and placement on the salary schedule. Vacancies created by sabbatical leave shall be filled on a temporary basis.

## Sabbatical Committee

All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) of these shall be appointed by the Association and three (3) by the Superintendent. The committee shall consider the following criteria:

1. Merit of the applicant's proposed program
2. Applicant's length of service in the District
3. Distribution from the areas of elementary, intermediate, and secondary

## Selection

The Sabbatical Committee shall make the final selection from the list of applicants. Annually, two percent of the eligible employees from each of the three (3) levels (elementary, middle school and high school) shall be granted sabbatical leave upon application and approval. In the event applications are not received from one or more levels, the committee shall grant leave to more than one applicant from a particular level. In no event is the total number of leaves granted to exceed three.

## **ARTICLE C-22 SICK LEAVE BANK**

The Sick Leave Bank will be under the jurisdiction of the Association.

## Membership



The Sick Leave Bank is a voluntary program for certified personnel and administrators. In order to join, an employee must donate one (1) day of his/her sick leave to the Sick Leave Bank by October 10. This day will be subtracted from his/her own accumulated leave. A person donating a day to the Sick Leave Bank will not lose incentive pay. (Rev. 3-1998, Rev. 2-2014)

## Eligibility

The maximum number of days that can be used by an individual will be determined by the consecutive number of years an individual has worked in the district.

- a. Year 1 - 10 days
- b. Year 2 - 15 days
- c. Year 3+ - 20 days

Extenuating circumstances that have been documented by a licensed physician may be reviewed for sick leave pool/bank approval. Requests for additional days may be reviewed by the Superintendent and/or Sick Leave Committee. (Rev. 7/21/2015)

## Reserve Days

When the bank has a reserve of three hundred (300) days, only new participants will be required to donate one (1) day to the bank. Should the Sick Leave Bank reserve become less than three hundred (300) days, the Executive Committee of W-NEA will review the need and determine the means for rebuilding the reserve. Under no condition will the bank accumulate more than five hundred (500) days. Everyone will be accepted even if five hundred (500) days has accumulated (Rev. 3-98) Participants who retire or leave the district will be allowed on a voluntary basis to donate unused sick leave days to the sick leave bank in order to rebuild the reserve back up to three hundred (300) days (Rev. 8-12)

## Application

The Sick Leave Bank is to be used after the full days of the participant's accumulated sick leave has been used. The bank will supplement the participant's half-day leave prior to issuing full-day withdrawals. Any participating members may draw upon this reserve by filing the application form with the President. In the event the member is unable to make the request, the Sick Leave Bank Committee will have the authority to act accordingly. The Association President should send a copy of the application form to the Superintendent and should refer the request to the Sick Leave Bank Committee for consideration.

## Donations

The Sick Leave Bank committee will take donations from those retiring or leaving the district to help keep the sick leave bank over 500 days. Sick Leave Forms must be submitted before the end of the school year.

## Committee

The Sick Leave Bank Committee shall be chaired by the Association President and shall consist of the Superintendent, the affected building principal, the W-NEA President-elect, the W-NEA Secretary, and the W-NEA Treasurer.

## Grants

The initial grant shall not exceed ten (10) days. All requests granted by the committee shall be reviewed after ten (10) days and shall be extended according to individual merit. Any days granted but not used must be returned to the Sick Leave Bank.

## Restrictions

The request must meet the rules of Article C-13, "Use of Sick Leave Days." Any medical restrictions issued by the practicing physician will be honored as long as these do not allow for income-producing activities. The leave should be requested due to a prolonged illness or an emergency, not for incidental sick days. (Rev. 7-1999)

## Notification

The Association President shall provide the applicant with the "Report of Committee" regarding the action on the request. The Superintendent shall notify the Business Manager regarding the action.

## **ARTICLE C-23 LEAVE REIMBURSEMENT (Rev. 9-2018)**

- A. Every teacher shall be eligible for \$1000 dollars lump sum payment.
- B. All paid leave shall be deducted from the \$1000 at the rate of \$100 per day. Paid leave days include universal leave, Catastrophic leave, Jury Duty, and Military Leave. Days to be excluded include those donated to the Sick Leave Bank and Short term daily leave without pay.

## **ARTICLE C-24 ON-THE-JOB INJURY BENEFITS**

When a teacher's absences arise from a temporary disability as a result of injury or assault when the teacher is on official duty and acting in accordance with Board Policy, the Board will reimburse the teacher the difference between his/her current net\* wage and the compensation received as a part of workmen's compensation and/or KPERS disability, for the duration of the contract.

\*net pay - pay due to an employee after taxes have been deducted.

## **ARTICLE C-25 403 B EMPLOYER MATCH PROGRAM**

**Group 2 – Teachers under the current plan of the 403(b) matching plan (Option 2).**

### **Option 1 – Amended Retirement Benefit**

- Payout of 50% of the current Early Retirement Program
- Maximum payout over 64 months or until age 65
- Employer matching contributions will be on a one to one basis with a maximum of \$50 per monthly match.
- Eligible teachers -
  - Have 15 years of consecutive service with USD 353
  - Must be 60 years of age at the time of retirement
  - Must have 85 points with KPERS

**Option 2 – Accelerated 403 (b) Employer Contributions – Teachers that meet the eligibility criteria in group two, but elect the new plan will receive:**

- Four to one employer matching contribution into the employee's 403(b) with a maximum of \$2000 employer match per year.
- Example – Employee contributes \$500 for the year, employer will match \$2000 for the year.
- Accelerated contribution is for a maximum of ten years
- All current years of consecutive USD 353 employment will count towards Vesting Schedule
- If employed after 10 years, the employer will match 1 to 1 or a maximum of \$50 employer contribution per month (\$600 per year).

**Group 3 –** Teachers under the current plan that will be eligible to retire between 6 and 10 years and have completed 14 years of service in the district as of July 1, 2013 will move to the accelerated 403(b) matching plan.

- Four to one employer matching contribution into the employee's 403(b) with a maximum of \$2000 per year.
- Accelerated contribution is for a maximum of ten years
- Example – Employee contributes \$500 for the year, employer will match \$2000 for the year.
- If employed after 10 years, the employer will match 1 to 1 or a maximum of \$50 employer contribution per month (\$600 per year).

**Group 4 –** All other Teachers will be placed on the new employer matching contribution at a 1 to 1 ratio with a maximum of \$25 monthly match (\$300 per year) through 2020-2021. From that point, matching will move to a \$50 monthly match (\$600 per year).

- All teachers with 10 years of service as a certified teacher with USD 353 as of July 1, 2013 will be 100% vested.
- All teachers with less than 10 years of service as a certified employee as of July 1, 2013 will be vested according to the Vesting Schedule below.

**Vesting Schedule –** 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:

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

### Other factors related to the adoption of this plan

The Board of Education retains the right to adapt the 403(b) employer matching program and/or modified early retirement plan on a year to year basis. Should the Board of Education choose to suspend, amend, or terminate the program, notification shall be given to the staff in the period between July 1 and August 15, one year prior to discontinuing the program (Added 2-2014).

### Early Retirement Incentives

Employees Eligible for the Early Retirement Incentive by the end of the 2017-2018 school year (Group 2 from the Transition to 403(b) Matching Plan) and choose Option One Amended Retirement Benefit, will receive 50% of the benefits described below for 64 months or until one month before the employee is eligible for full social security benefits.

- A. The program is voluntary, with the Board making final determination of eligibility as identified within this article.
- B. Participants must have worked through the contract year during which they reach a combination of age and experience that meet the then current Kansas Public Employees Retirement System (KPERS) plan for unreduced benefits as described in KPERS provisions (which currently requires a combination of age and experience in Kansas schools to total 85). (Rev. 5-2009)  

(Example - Professional employee is age 54 and has taught in Kansas schools 31 years. According to KPERS, the employee has enough points (currently 85) to receive full retirement benefits at the end of the 94-95 school year (August 31, 1995). Provided that the employee notifies USD 353 according to the terms of the Negotiated Teachers' Agreement, said employee will be eligible to receive benefits beginning with the September 1995 pay period. (Rev. 7-1994)
- C. Participants must have fifteen (15) school years of professional service in a full-time or permanent part-time position in USD 353. (A prorated reduction in the retirement benefit will be made if the employee's full-time equivalent service is less than the total years of professional service. See examples in section J.) The last five (5) years, including the year during which application is made for early retirement or resignation, must be continuous.
- D. An employee applying for retirement shall have the responsibility to provide all facts and information necessary to prove eligibility and to determine benefits to be paid to the building principal and the district business office. The forms will be provided by the district business office.
- E. Applicants for retirement resignation must file a written request for benefits by March 1 of the school year immediately prior to the school year when they wish benefits to begin, unless a later date is mutually agreed upon between the professional employee and the Board.
- F. The written request shall include, (1) a statement of the applicant's desire to take retirement, (2) a statement of the date of resignation or retirement, (3) the applicant's birth date and age on the date of resignation or retirement, (4) the current mailing address and telephone number of the applicant, (5) the number of years the applicant has been employed by the district, (6) the applicant's current annual scheduled salary, and (7) whether the applicant desires health insurance coverage through the District's health insurance program by deduction of annual premiums from the retirement incentive payment, if such program exists.
- H. An employee who takes retirement shall have the responsibility to keep the district informed of his/her current mailing address and telephone number. An annual update of this information will be submitted by the employee by September 1 of each year on the form disseminated by the district business office.
- I. An employee who takes retirement from USD 353 shall not thereafter be eligible for regular employment in a professional position by this school district. Such regular employment in a professional position within USD 353 shall constitute a cancellation of the pre-retirement resignation or early retirement incentive agreement with the Board and shall relieve the Board of any further financial obligations to the professional employee. Substitute teaching, paraprofessional positions, or extra duty assignments shall not be considered as regular employment.
- J. The annual payment shall be divided by 12 to determine the amount to be paid monthly for 64 months or until the month prior to the month in which the participant becomes eligible for unreduced Social Security benefits, whichever comes first. (Rev. 5-09)

- K. Participants may retain membership in the District's group health insurance program providing such membership is approved by the insurance carrier.
- L. Following final action by the Board on any application for retirement, the Superintendent shall notify the applicant, in writing, of the final disposition, date, and amount of annual pre-retirement resignation or early retirement incentive benefits to be paid.
- M. The viability of this program shall not be endangered by any personnel other than those covered under this negotiated agreement.
- N. All professional employees who are on the program prior to a discontinuance of this program will continue on the program for 64 months or until the month prior to the month in which the employee becomes eligible for unreduced Social Security benefits or is deceased. (Rev. 5-09)
- O. Benefits of this program will not be applied retroactively to affect any currently retired teacher and alterations to the program in the future will not be retroactively applied to any currently retired teacher receiving benefits from the program.
- P. If during a contract year the state legislature makes changes in the KPERS laws which affect this contract or contracts for subsequent years, the bargaining unit members shall be eligible to request Local Early Retirement even if he/she/she did not meet the March 1 contractual deadline for notification of request for early retirement. (Rev. 7-99)
- Q. Benefits paid to retirees will be deposited in a 403(b) plan established for the retiree with the district. (Rev. 5-2009)

## **ARTICLE C-26 REQUIRED ATTENDANCE OUTSIDE THE SCHOOL DAY**

When a teacher is required to attend activities outside the school day, i.e. music programs and open houses, that teacher will be paid \$25 unless the individual is paid on the supplemental salary schedule for that activity.

Elementary music teachers will be paid \$50 for each music program they are required to have outside the school day. (Rev. 05-2004) ~~There will be three programs per year per school as follows: 1st and 2nd grade combined; 3 & 4th grade combined; and the 5th grade promotion.~~ Dates will be mutually agreed upon by the music teachers and building administrators. (Added. 08-2005).

Elementary music teachers will be paid \$50 for each music program they are required to have outside the school day. (Rev. 05-2004) There will be no more than three programs per year and decisions about participating grades will be decided upon by the music teacher and building administrators. (Rev 7-2020) Dates will be mutually agreed upon by the music teachers and building administrators. (Added. 08-2005).

## **ARTICLE C-27 DUTY FREE LUNCH**

Each employee shall be entitled to a daily minimum of 25 continuous minutes of time free from supervising and/or teaching duties unless an unavoidable emergency arises as determined by the building administrator. This duty free time shall be allotted during the normally scheduled lunch period. An individual building administrator and staff may propose an alternate plan which is more workable for that building. Alternate plans will be submitted to the superintendent for final approval or disapproval. Reasons for disapproval will be communicated to the principal and the principal will communicate these to the staff. Any teacher leaving the building should obtain permission from the building administrator prior to leaving. (Added 7-2017)

## **ARTICLE C-28 RETIREMENT INCENTIVE FOR UNUSED LEAVE**

A teacher leaving the district for retirement from USD #353 will be compensated for accumulated leave. Payment for such leave will be computed at \$40.00 per day multiplied by the number of days of accumulated universal leave up to and including 100 universal leave days. (ADDED 7-2017)

## **ARTICLE D**

### **TEACHER-BOARD RELATIONS**

#### **ARTICLE D-1 GRIEVANCES**

The Board shall provide a procedure whereby each employee shall have the opportunity to have employee grievances timely and fairly considered.

##### **Purpose**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of employees of the District at the lowest level.

##### **Definitions**

1. "Grievance" means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or a complaint that the employer or its agent(s) acted in bad faith.
2. "Grievant" is the person, persons, or the Association making the complaint. An individual's grievance may be filed by that individual only.
3. Words denoting numbers shall include both singular and plural.
4. "Days" means working days unless otherwise indicated. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days during which the District office is open for business.

##### **Procedures**

The adjustment of grievances shall be accomplished as rapidly as possible. The number of days with 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 limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his/her grievance is being considered.

##### **Supplemental Conditions**

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications, and records relating thereto shall be destroyed, accepting a record of the grievance and the final adjustment thereof and accepting records required by law to be kept and maintained.
3. At any step of the procedure for adjusting grievances the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
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. The filing of a grievance at all levels beyond the informal conference in Level I 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.
7. Decisions rendered at Levels I, II, and III of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all persons involved and to the Association or its designee.
8. When it is necessary for the Association or its representatives to investigate a grievance or attend a grievance meeting or hearing during the school day, they will, upon notice to the principal or immediate supervisor, be released without loss of pay. Any employee whose appearance is necessary in such investigations, meetings, or hearings as a witness will be accorded the same right.

### Level I

A grievant shall first take up his/her grievance with his/her immediate superior in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which the grievance is based or after the grievant becomes aware of such an event. If the employee is dissatisfied with the outcome of the initial private conference(s), he/she may request a formal conference with his/her immediate administrative superior. 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.

### Level II

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level I or that no decision is reached within ten (10) school days after a formal presentation, he/she may appeal the matter in writing to the Superintendent.

If the grievant appeals the grievance to the Superintendent, the Superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) 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 I, the grievance shall automatically be waived.

### Level III

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the Superintendent or designated representative under Level II, then the grievant may appeal the grievance to the Board for the final adjustment of the grievance. The appeal to the Board shall be in writing to the clerk of the Board within ten (10) school days after the Superintendent or designated representative has rendered a decision or after the expiration of twenty (20) school days.

If the grievant does not appeal the grievance to the Board within the timelines above the grievance shall automatically be waived. (Rev. 11-2010)

The Board, upon receipt of the grievance, may assign a hearing officer to hear the grievance and make findings and recommendations to the Board. The findings and recommendations shall be made to the Board within ten (10) school days after the complaint or grievance has been assigned to the hearing officer.

If the Board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy sought. The Board shall provide a written ruling upon the grievance within forty-five (45) days after receipt of the findings and recommendations of the hearing officer.

### Rules for Conducting a Grievance Procedure Hearing at Level III

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present testimony and/or materials.
3. The grievant will make his/her opening remarks and present the case.
4. The administration will make its opening remarks and present its findings in the case.
5. Witnesses will be called individually by the grievant and administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant and the administration may ask questions of the witnesses during the time they are testifying.
7. Members of the Board may ask questions of all participants during the hearing.
8. A summary statement may be made to the Board by the grievant at this time.
9. A summary statement may be made to the Board by the administration at this time.
10. Any new materials injected into any summary statement may be rebutted.
11. The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within forty-five (45) days of the hearing.
12. The decision rendered by the Board shall be the final disposition of any grievance.

### **ARTICLE D-2 NON-RENEWAL, TERMINATION, REDUCTION IN FORCE (RIF), RE-EMPLOYMENT**

#### Non-Renewal/Termination:

In the event of staff reductions the following steps will be applied:

- Step 1.** Reduction in force when possible will be accomplished through normal attrition.
- Step 2.** If additional reductions are required beyond Step 1, no tenured teacher shall be non-renewed or terminated until all non-tenured teachers in that area of certification and/or licensure have been non-renewed or terminated. However, if it is a mutual agreement of the teacher and the Board, the Board may offer the tenured teacher a lump sum settlement of up to \$10,000 to resign his/her position. This offer must be optional and in accordance with the current case law and state statutes. If the offer of a lump sum settlement is accepted by the teacher, the Board of Education has no obligation to re-employ that teacher in the future. (Rev. 04-2005)
- Step 3.** If additional reductions are required beyond Step 2, then tenured teachers in that classification shall be non-renewed or terminated by applying the criteria below. For RIF purposes, evaluation averages will be calculated. Each 1 rating on the pre-1994-95 evaluation form will be given 2 points in the process, each 2 rating 1.5 points, each 3 rating 1 point, each 4 rating 0.5 points, and each 5 rating 0 points. Ratings given on the 1994-95 evaluation form will be used as is. (Rev. 7-1994)





3. The teacher shall have the right to answer any material filed in such personnel file; and his/her answer shall be affixed to such material and placed with it in such file.  
(Article D-3 added 8-2006)

## **Memorandums of Understanding for 2020 - 2021 Negotiated Agreement**

1. **Fair Dismissal** - A team will conduct a further study of the Counseling and Plan of Improvement Forms. They will study the counseling forms currently present in the Negotiated Agreement to review, adjust, and determine possible language that may need to be included for clarification or counseling purposes. This team will consist of: 2 Board members, 2 Administrators, and 4 WNEA members.
2. ~~**Article C - 11 - Method of Payment - Summer Checks**~~ - Memorandum of Understanding to pursue and study the options of including direct deposit for summer checks in July and August as well as other possibilities for how to issue these payroll payments. The Business Director, Superintendent, and two WNEA Representatives will meet and develop options for the bargaining unit by April 1st, 2020.

### **3. Covid-19 Pandemic**

- a. The district will require all employees to perform their essential job functions and may discipline or terminate employees who do not perform them. However, some employees may be entitled to accommodations based on medical and other factors that place them at a high risk of severe illness from COVID-19, as designated by the CDC.
  - i. Bargaining unit members who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall not be required to provide in-person instruction. The District shall provide alternate work assignments without loss of compensation or benefits.
  - ii. If an alternative remote assignment is unavailable, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.
- b. If you have been quarantined by your doctor or the health department you will be required to stay home the amount of time deemed necessary by the health officials. USD 353 may lawfully exclude individuals with COVID-19, or those exhibiting its symptoms, from the workplace for health and safety reasons. Additionally, USD 353 may send employees home if they are displaying symptoms associated with COVID-19. If your doctor or the health department

quarantines you, you will continue to be paid for your contract or regular scheduled work hours on receipt of the note verifying a diagnosis or exposure. The note will need to include quarantine start and end dates. This leave will not be deducted from your universal leave.

- c. Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms. Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

**4. Plan of Improvement** - A team will conduct a further study of the Counseling and Plan of Improvement Forms. They will study the counseling forms currently present in the Negotiated Agreement to review, adjust, and determine possible language that may need to be included for clarification or counseling purposes. This team will consist of: 2 Board members, 2 administrators, and 4 WNEA members.

**5. Calendar**- The 2020-2021 school calendar will include adjusted start and end times. The 2021-2022 school calendar will revert back to the following start and end times: Elementary Schools: 8:00 - 3:25; Middle School 8:00 - 3:10; High School 8:00 - 3:05





My signature acknowledges that I have read the above information, and is not in any way an admission of guilt or wrongdoing.

\_\_\_\_\_  
Signature of Counselor

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

## PLAN OF IMPROVEMENT – FORM G

TEACHER: \_\_\_\_\_ BUILDING: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

AREAS OF IMPROVEMENT:

PLAN OF ACTION:

DATE OF REVIEW: \_\_\_\_\_

PROGRESS OBSERVED:

REQUEST FOR PERMISSION TO DRAW  
FROM THE SICK LEAVE BANK

NAME \_\_\_\_\_

CURRENT DATE \_\_\_\_\_

DATE SICK LEAVE BEGAN (CURRENT ILLNESS) \_\_\_\_\_

DATE YOU WISH BANK DAYS TO BE IN FORCE \_\_\_\_\_

STATEMENT OF PERTINENT INFORMATION FOR THE COMMITTEE:

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STATEMENT OF PERTINENT MEDICAL INFORMATION FOR THE COMMITTEE:

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Doctor's Signature

Employee's Signature

\_\_\_\_\_  
WNEA Committee Approval

\_\_\_\_\_  
Superintendent's Approval

THE SICK LEAVE BANK  
DONATION FORM

Name: \_\_\_\_\_

Number of universal leave days remaining: \_\_\_\_\_

I, \_\_\_\_\_, agree to donate my universal leave days in  
the amount of \_\_\_\_\_ days to the Sick Leave Bank.

\_\_\_\_\_  
Teacher/Date

\_\_\_\_\_  
Business Office Staff/Date

\_\_\_\_\_  
Superintendent/Date

\_\_\_\_\_  
WNEA Member/Date



## SUPPLEMENTAL JOB DESCRIPTION

Supplemental Position \_\_\_\_\_

Approximate Hours Per Week \_\_\_\_\_

**Briefly** list a description of your supplemental responsibilities. Include what you believe is expected of you in this supplemental position.

- \_\_\_\_\_  
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Signature of Coach/Sponsor \_\_\_\_\_ Date \_\_\_\_\_

Signature of

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

This is part of the supplemental contract. No supplemental contract will be paid unless it is returned with the form. This is not an evaluation tool. It is an administrative tool to track what people in the position have done previously. This will allow a new employee or a person new to the position to have an idea of what has been done in the past.

## CERTIFIED EMPLOYEE BUILDING CHANGE VERIFICATION

Employee

Name: \_\_\_\_\_

Payment for In-District Travel

\$135 plus \_\_\_\_\_ building changes times \$60.

Total payment for building changes: \_\_\_\_\_

This payment will be made in 1 payment (by June 1).

\_\_\_\_\_  
Verifying Administrator's Signature

## USD 353 CERTIFIED STAFF POSITIONS

High School		Eisenhower		Lincoln	
	FTE		FTE		FTE
English/Lang Arts	4	Kindergarten	2	Kindergarten	2
Math	4	1st grade	2	1st Grade	2
Science	4	2nd Grade	2	2nd Grade	2
Social Science	5	3rd Grade	2	3rd Grade	2
Physical Education	3	4th Grade	2	4th grade	2
Art	2	5th grade	2	5th Grade	2
FACS	1	Physical Education	.5	Physical Education	.5
Spanish	1.5	Special Education	2	Special Education	2
Business	3.5	Social Worker	1	Title I Reading	1
Vo Ag	1	Music	.5	Social Worker	1
Industrial Arts	1			Music	0.5
Counselor	2				
Special Education	5				
Vocal/ Performing Arts	.5	Kennedy		Washington	
Band	.5		FTE		FTE
Library/Media	.5	Kindergarten	2	Kindergarten	1
Tech Integration	.5	1st Grade	2	1st Grade	1
		2nd grade	2	2nd Grade	1
		3rd Grade	2	3rd Grade	1
		4th grade	2	4th grade	1
		5th Grade	2	5th Grade	1
		Physical Education	.5	Physical Education	0.5
		Special Education	2	Special Education	1
		Title I Reading	1	Title I Reading	1
		Music	.5	Counselor	1
		Social Worker	1	Music	0.5
Middle School		District Wide		Roosevelt	
	FTE		FTE		FTE
ELA	3	Transitions Coordinator	1		
Interventionist	4	Speech/Language Pathologist	2		
Math	3	Fresh Start Coordinator	1		
Science	3	ESOL	.5		
Social Studies	3	Psychologist	2		
Physical Education	2	Instructional Coach			
Art	1				
Business	1				
Technology	1				
Special Education	4				
Ag	1				
FACS	1				
Counselor	1				
Vocal Music	.5				
Band	.5				
Library/ Media	.5				
Tech Integration	.5				

## SUPPLEMENTAL PAY SCALE

	Step	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
10+ yrs	5	\$ 6,383	\$ 5,118	\$ 4,072	\$ 3,474	\$ 2,999	\$ 2,530	\$ 2,097	\$ 1,355	\$ 1,009	\$ 686	\$ 421
8-9 yrs	4	\$ 6,142	\$ 4,739	\$ 3,812	\$ 3,308	\$ 2,774	\$ 2,350	\$ 1,882	\$ 1,215	\$ 931	\$ 635	\$ 376
6-7 yrs	3	\$ 5,901	\$ 4,366	\$ 3,565	\$ 3,076	\$ 2,578	\$ 2,171	\$ 1,686	\$ 1,117	\$ 853	\$ 596	\$ 345
4-5 yrs	2	\$ 5,660	\$ 4,004	\$ 3,294	\$ 2,852	\$ 2,352	\$ 1,992	\$ 1,450	\$ 1,019	\$ 774	\$ 517	\$ 300
1-3 yrs	1	\$ 5,419	\$ 3,613	\$ 3,038	\$ 2,629	\$ 2,117	\$ 1,813	\$ 1,254	\$ 921	\$ 696	\$ 482	\$ 270

High School	Positions	Level	Middle School	Positions	Level
Football (Head)	1	I	Football (8th head)	1	IV
Football (Asst.)	7	IV	Football (8th asst.)	2	VI
Volleyball (Head)	1	II	Football (7th head)	1	IV
Volleyball (Asst.)	2	IV	Football (7th Asst.)	2	VI
Volleyball 9th	1	V	Basketball (8th head) (G & B)	2	IV
Baseball (Head)	1	II	Basketball (8th asst.) (G & B)	2	VI
Baseball (Asst.)	3	V	Basketball (7th head) (G & B)	2	IV
Basketball (Head) (G & B)	2	I	Basketball (7th asst.) (G & B)	2	VI
Basketball (Asst. ) (G & B)	4	IV	Volleyball (8th Head)	1	IV
9th Basketball (G & B)	2	IV	Volleyball (7th Head)	1	IV
Wrestling (Head)	1	I	Volleyball (8th Asst.)	1	VI
Wrestling (Asst)	2	IV	Volleyball (7th Asst.)	1	VI
Cross Country	1	III	Wrestling (Head) (G&B)	1	IV
Track (Head)	1	II	Wrestling (Asst.)	1	VI
Track (Asst)	4	V	Cross Country	1	V
Golf (G & B Head)	2	III	Tack (Head) (G & B)	2	IV
Golf (G & B Asst)	2	VI	Track (Asst.)	2	VI
Tennis (G & B Head)	2	III	Tennis (Head) (G & B)	2	IV
Tennis (G & B Asst)	2	VI	Tennis (Asst.)	2	VII
Weightlifting	2	V	Cheerleader (Head)	1	IV
Softball (Head)	1	II	Cheerleader (Asst.)	1	VI
Softball (Asst)	3	IV	Golf	1	VI
Cheerleading (Head)	1	II			
Cheerleading (Asst)	1	V			
High School Plays (2 per year)	2	IV	<b>Curricular Supplementals</b>		
Clay Shooting	1	V	Band, (6,7, & 8)	1	VI
Clay Shooting (Asst)	1	VII	Yearbook	1	VII
Flag Corp	1	V	Vocal Music	1	VIII
Powerlifting	1	V	Drivers Ed	3	I
Powerlifting (Asst)	1	VII	Drivers Ed Coordinator	1	VIII
Cheerleading 9th (INACTIVE)	1	VIII			
Drill Team (INACTIVE)	1	V			
Pep Club (INACTIVE)	1	VI			

**Curricular Supplementals**

Debate	1	VI
Forensics	1	VI
Debate/ Forensics (Asst)	1	VI
Yearbook	1	VI
Band	1	I
Vocal Music	1	VI

**Extracurricular Supplementals**

Scholars Bowl	1	V
Scholars Bowl (Asst)	1	VII
SADD	1	VIII
Honor Society	1	VIII
Student Council	1	VI
Prom Chair	1	VIII
Prom (Asst.)	1	X
Leadership	3	VIII

**Extracurricular Supplementals**

Robotics (Inactive)	1	X
Leadership	2	VIII
Scholars Bowl	1	VIII
Math Relays	1	XI
Spelling Bee	1	XI

9/11/2014, 8/2016, 7/2017, 10/10/19

**Supplemental Contracts in Pandemic Conditions** to be removed after 2020-2021 school year

2020-21 Supplemental Contracts - contracts will be prorated if the sport/activity fails to be completed. If the sport/activity is cancelled the coach will receive a minimum of 25% of the contracted amount. This prorated stipend will be based on the first day of practice as specified by KSHSAA and will continue through the end of regular season. The compensation of time will be agreed upon by the athletic director, Director of Finance and a representative of the WNEA executive board. All supplementals for the 20-21 season will be paid out in a lump sum at the end of the season.

## 2020 - 2021 SALARY SCHEDULE

Steps	BS Column	BS10 Column	BS20 Column	MS Column	MS15 Column	MS24 Column	MS36 Column
A	\$39,200	\$39,600	\$40,400	\$41,500	\$42,300	\$43,200	\$44,200
B	\$39,600	\$40,000	\$41,000	\$42,400	\$43,200	\$44,200	\$45,200
C	\$40,000	\$40,400	\$41,600	\$43,300	\$44,100	\$45,200	\$46,200
D	\$40,400	\$40,800	\$42,200	\$44,200	\$45,000	\$46,200	\$47,200
E	\$40,800	\$41,200	\$42,800	\$45,100	\$45,900	\$47,200	\$48,200
F		\$41,600	\$43,400	\$46,000	\$46,800	\$48,200	\$49,200
G		\$42,000	\$44,000	\$46,900	\$47,700	\$49,200	\$50,200
H		\$42,400	\$44,600	\$47,800	\$48,600	\$50,200	\$51,200
I		\$42,800	\$45,200	\$48,700	\$49,500	\$51,200	\$52,200
J			\$45,800	\$49,600	\$50,400	\$52,200	\$53,200
K				\$50,500	\$51,300	\$53,200	\$54,200
L					\$52,500	\$54,200	\$55,200
M					\$53,700	\$55,200	\$56,200
N						\$56,300	\$57,400
O						\$57,400	\$58,700

Teachers at MS+36 career adjustment will receive an additional \$200.