

# Professional Agreement

Unified School District 250



## PITTSBURG COMMUNITY SCHOOLS AND PITTSBURG EDUCATION ASSOCIATION

**2011-2012**

## **Table of Contents**

<b>Preamble</b>	Page	i
<b>Contract Definitions</b>		ii
<b>Section 1. Procedures for Open Communication</b>	Page	1
<b>Section II. Professional Responsibilities</b>		
Article 1 Introduction		1
Article 2 Professional Day		2
Article 3 Extra Assignment and Extended Contract Rate		3
Article 4 Employee Responsibilities		3
Article 5 Reduction of Non-Teaching Duties		3
Article 6 Exclusions from the Professional Day		4
Article 7 Work Days		5
Article 8 Safe Environment and Student Supervision		5
<b>Section III. Extra Duty Assignments</b>		5
<b>Section IV. Savings Clause</b>		5
<b>Section V. Grievance Procedure</b>		5
Article 1 Purpose		6
Article 2 Procedure		6
Article 3 Method		6
Article 4 Grievance Forms		7
<b>Section VI. Employee Rights</b>		7
Article 1 Complaints		7
Article 2 Teacher Discipline		7
Article 3 Teacher Rights		9
Article 4 Access to Personnel Files		9
<b>Section VII. Association Rights</b>		11
<b>Section VIII. Posting of Openings / Transfers</b>		11
<b>Section IX. Employee Benefits</b>		11
Article 1 Section 125/Insurance		11
Article 2 Sick Leave		12
Article 3 Sick Leave Pool		13
Article 4 Adoption Leave		14
Article 5 Association Leave		14
Article 6 Catastrophic Leave		15
Article 7 Emergency Leave		15
Article 8 Extended Leave		15

<b>Section IX. Employee Benefits</b>	<i>(continued)</i>	
Article 9	Legal Leave	16
Article 10	Personal Leave	16
Article 11	Dues Deduction	17
Article 12	Retirement Benefits	18
Article 13	Early Notification Bonus	18
Article 14	Retirement Incentive – Option A	18
Article 15	Retirement Incentive – Option B	19
Article 16	Other Provisions	20
Article 17	Direct Deposit	20
<b>Section X. Compensation</b>		21
Article 1	Movement on the Salary Matrix	21
Article 2	Performance Based Movement on Salary Schedule	21
Article 3	Adjustments for Lengthy Graduate Programs	22
Article 4	Limit on Salary Schedule Movement	22
Article 5	Credit for College Hours	22
Article 6	Special Salary Increments	22
Article 7	Mileage Reimbursement	22
Article 8	Supplemental Pay for Extracurricular Activities	22
Article 9	Extra-Duty Pay Provisions	22
Article 10	Calculation of FTE	23
Article 11	Tuition Pool	23
<b>Section XI. Evaluation Process</b>		24
<b>Section XII. Reduction of Staff</b>		24
<b>Section XIII. Leadership Council</b>		25
<b>Section XIV. Liquidated Damages</b>		26
<b>Section XV. Negotiations</b>		26
<b>Section XVI. Paraprofessional Aides</b>		26
<b>Duration Clause</b>		27
<b>Ratification of Agreement</b>		28
<b><u>APPENDIX:</u></b>		
<b>Standing Committee Report Form</b>		30
<b>Salary Schedule and Index</b>		31
<b>Supplemental Salary Schedules</b>		32

# PROFESSIONAL AGREEMENT EFFECTIVE JULY 1, 2011

## PREAMBLE

The Board of Education and the professional staff of the Pittsburg schools realize their interdependence on each other to achieve the common goal of providing excellent educational opportunity for the youth of this school district. Effective communication between teachers, administrators, and the Board is necessary for the development of sound educational policies.

## CONTRACT DEFINITIONS

**Association** - Pittsburg Education Association, affiliated with the Kansas National Education Association and the National Education Association

**Bargaining Unit** - shall include all persons, except administrators, employed by the Board in a position requiring a certificate issued by the State Board or employed in a professional, educational, or instructional capacity including, but not necessarily limited to, classroom teachers, counselors, librarians, school social workers and school nurses.

**Board** - Board of Education of Unified School District Number 250, Crawford County, Kansas

**Days** - except where indicated otherwise, shall mean days staff are required to be on duty.

**District** - Unified School District Number 250

**Duty Free** – shall mean time that the professional employee is required to be on duty and engaged in professional work but shall be free of any meetings required by the administration or supervision of students.

**Just Cause** - a standard for discipline which generally includes an advance warning of the rule or exception, that the rule was reasonably related to the orderly operation of the district, that appropriate and objective investigation occurred prior to discipline being administered, that sufficient proof of the charge existed, and that there was even-handed application of the rules and/or discipline when considered with the seriousness of the charge and the employee's prior record of service to the district.

**Near Relative** - Spouse, siblings, parents, grandparents, children and grandchildren of the employee; children, parents, siblings and grandparents of the employee's spouse. This includes relationships established through marriage or adoption. (Section VIII, Article 2B)

**Non-school days** - Days on which some schools do not hold classes and others do. For those schools not holding classes the days shall be designated as non-school days.

**Opening** - A vacancy created through resignation or death of a staff member, leave of absence, transfer of a staff member to another position, creation of a new position/program and/or redefining of position(s).

**Principal** - employees hired by the Board on a building administrator's contract

**Seniority** - Certified full-time educator (1.0) having continuous contracts with the district for the highest number of years regardless of assignments.

**Standing committee** – (Section IX) Committees which will comply with all of the following guidelines:

1. Meets outside of the contract day.
2. Called at the direction of the administration for the betterment of the schools.
3. District wide committees;
  - A) all buildings will have this committee, or
  - B) all buildings will be represented on this committee, or
  - C) special committees that have been approved by the Superintendent.
4. Shall be paid according to the Extra Duty Pay provision of the Professional Agreement.

**Superintendent** - Superintendent of Schools of Unified School District Number 250

**Teacher or Employee** - shall be used interchangeably and shall mean all persons defined in the bargaining unit.

**Working Day** – any day that Bevan Education Center is open.

## **SECTION I: PROCEDURES FOR OPEN COMMUNICATION**

- A. Board Recognition. The Board recognizes teaching as a profession and the Association as the organization which represents the bargaining unit staff. This does not eliminate the right of other groups or individuals to be heard by the Board.
- B. Responsibility of the Association. The Association should have a well-informed, responsible membership. It should seek high goals of teacher excellence, professional ethics, and personnel practices. Research committees should compile evidence to substantiate whatever is presented by the Association as the needs and the desires of its membership. The Association has a duty to educate its membership to those realities of school system operation with which any proposals are concerned.
- C. Request for Conferences. If the Association wishes to discuss a matter or make a proposal, said request should be made to the Superintendent. Said request for a conference should be accompanied by a written statement setting forth the nature of the proposal or matter to be discussed. Said request should result in a recommendation being made by the Superintendent to the Board as agreed upon by the conferees.

In the event that the conferees fail to reach an agreement, the Association may choose to request the Superintendent to arrange for a conference with the Board to be held within a period of fifteen (15) days after the request is made.

In a reverse procedure, the Board or the Superintendent may desire to discuss a matter of mutual concern with the Association, and a written request for a conference should be addressed to the President of the Association. The request should state the nature of concern and should result in a conference being held for the purpose of a mutual understanding. The conferees should freely exchange any data or available information relating to the subject under consideration.

- D. Policy. If the participants reach agreement, it shall be recommended to the Board for policy action. When such cooperatively developed agreement becomes a policy through the Board, it is to become part of the Policy Handbook distributed to all staff members.

## **SECTION II: PROFESSIONAL RESPONSIBILITIES**

### **Section II, Article 1: Introduction**

- A. Except as provided in this section, no employee will be regularly required to open his/her classroom to early-arriving students or those waiting for rides, or to perform other duties for the purpose of supervising students before and after school.
- B. A total of 186 employee days for continuing employees will be scheduled. One day shall be collaboratively scheduled to meet the educational needs of each building. The time scheduled shall be equal to a regular duty day, but the time may be apportioned over several days as best meets the needs of the building. The schedule of the building shall be submitted to the Superintendent for approval.

- C. For employees new to the district, two additional days shall be scheduled immediately prior to the regular duty year. Employees in attendance shall be paid \$100 per day.
- D. School days will be a maximum of 6 hours 50 minutes in length excluding lunch.
- E. Duty days will be a maximum of 7 hours 10 minutes in length plus a 25 minute duty free lunch period. It is agreed by the parties that the time of 10 minutes before and 10 minutes after the instructional day shall be used to prepare for professional responsibilities and not for assigned student supervision, except as allowed by Section II, Article 8.
- F. Employees shall dress with appropriate formality for the curriculum being taught and the particular activity of the day. Employee dress shall be modest, neat, and clean. Concerns by an administrator over the dress of an employee shall be addressed individually with the employee.

## **Section II, Article 2: Professional Day**

- A. The presence of the employee is expected during the school day when the employee has an assigned responsibility with pupils in the classroom or other assigned duties. If an employee needs to be absent from the school grounds during his/her planning period or lunch period, the employee shall sign out in the building office.
- B. The Board shall provide the following duty-free planning times based on full-time:
  - 1. Teachers, grades Kindergarten-5; a 60 minute block daily.
  - 2. Exception: Special subject elementary teachers (music, art, P.E., library, etc.) an average of 60 minutes per day each week.
  - 3. Teachers, grades 6-12: the equivalent of one class period per day for duty free planning and one class period per day for collaborative plan time.

A proportional amount of planning time shall be provided for part-time employees. Determination of planning time for traveling teachers will be based upon the level at which the employee is assigned the greatest number of minutes of instructional duty.
- C. The Board shall provide twenty (20) minutes of travel time between buildings for employees who are assigned to more than one building.
- D. Alternative Scheduling - The Board and the Association agree that in order to respond to varying needs and learning styles of students, alternative schedules, school days, curricula, and calendars should be considered. Employees, administrators, and the Board are encouraged to participate in a dialogue regarding alternative schedules and to propose and consider options. If a principal, employee, and the Board agree to an alternate but equivalent schedule or program, such programs or schedules may be offered and will not be considered a contract violation. This means that length of the school day, arrival and departure times, number of days, and calendar may all be changed if the result is equivalent

to the hours and amounts of work defined in Section II, Article 1. In addition, if the Board determines that it is in the best interest of students to change the length of the school day and the school year for a building or for the district, it may make those changes, so long as the hours and amounts of work are equivalent to those established in Section II, Article 1.

### **Section II, Article 3: Extra Assignment and Extended Contract Rate**

- A. The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement.
- B. Any employee whose assignment exceeds the number of duty days in the regular employee work year (Section II, Article 1) will be additionally compensated on a per diem basis.
- C. An employee and an administrator may mutually agree to an assignment of duties during the employee's planning period. Such an agreement shall include the duration of the assignment. It is agreed that the assignment shall not be considered part of the employee's primary contract.

The rate of extra pay shall be calculated by the following formula using a daily basis:

(Total minutes in extra assignment) divided by (total minutes spent teaching in the day)

That decimal fraction multiplied by the primary salary of the employee shall be the extra pay if the assignment is for the entire school year. If the assignment is a portion of the school year, it shall be reduced proportionately to the lesser time.

### **Section II, Article 4: Employee Responsibilities**

The employee shall spend the necessary time for the following:

- A. Complete and adequate preparation to carry out the responsibility to pupils and for necessary administrative work related to his/her teacher assignment.
- B. Individual conferences between employee and administrator at mutually agreeable times, and staff conferences when necessary.
- C. Student and parent conferences when necessary.

### **Section II, Article 5: Reduction of Non-Teaching Duties**

To enable instructors to meet more effectively their responsibilities, the Board agrees to strive continually to reduce the non-teaching services presently performed by instructors through the employment of non-certificated personnel and/or the expansion of supportive services.

## **Section II, Article 6: Exclusions from the Professional Day**

- A. All employees shall have a duty-free lunch period.
- B. Employee attendance at school and student events outside the duty day is encouraged.
- C. Employees that are assigned and accept duties in addition to those set forth in Section II shall be compensated as indicated in the Supplemental Salary and Extra Duty Schedule. Such variations from Section II are voluntary and must be mutually agreed upon by the employee and the administration.
- D. During each school semester, the principal may accept volunteers to supervise students during the lunch period. Employees shall be paid \$8.00 per clock hour or, at the option of the employee, a district-paid lunch, for this supervisory duty. Through mutual agreement with the principal and the employee, the employee may agree, as part of his/her regular schedule, to a non-academic period during the lunch hour for use as lunchroom supervisor without additional compensation.
- E. Faculty Meetings:
  - 1. The Association and the District recognize the value and importance of effective communication within district buildings. At certain times faculty meetings are necessary to clarify issues and procedures, discuss future goals and objectives, and resolve emergency situations. Other forms of communication (i.e. memos, email, announcements, etc.) are recommended when information can be effectively disseminated without face-to-face interaction.
  - 2. When meetings are necessary it is recommended that an agenda be provided to participants as early as possible with a minimum of at least one day prior to the meeting.
  - 3. Typically, faculty meetings should be held at a regularly scheduled time, occur no more than twice monthly, and not exceed one hour in length. The suggestion of twice monthly faculty meetings is not to be interpreted as a minimum requirement, but as a guideline for the maximum number of meetings.
  - 4. Emergency situations may require additional meetings and may be called at the discretion of the principal. In such cases, the principal shall notify the superintendent to verify the need for an emergency meeting.
  - 5. Faculty members are expected to attend all staff meetings, but the principal may waive this requirement for staff members that have other school duties, conflicts due to illness or medical appointments, or other reasons as approved by the principal.
  - 6. Professional employees shall be compensated for faculty meetings that are called by the principal, are outside the contract day, are not of an emergency nature, and exceed the recommended two per month.

7. The compensation shall be announced in advance and shall be at the rate outlined in Section IX, Article 9 (E).

### **Section II, Article 7: Work Days**

The Board agrees to provide each employee a duty-free work day at the beginning of the school year and a duty-free work day at the end of the first semester. Additional duty-free work days may be adopted on a year to year basis by the Board. These shall be days in which students will not be in attendance. Employees who have professional duties outside the building shall sign out in the school office.

### **Section II, Article 8: Safe Environment and Student Supervision**

Administration, certified staff, non-certified staff, and parents share the responsibility for safety of students. To ensure a safe environment during student arrival and departure times, employees will meet with the School Improvement Team to develop a mutually acceptable plan for safety and supervision for each building.

This plan may include the assignment of employees to supervision duties either before or after school. These assigned duties shall be limited to 7.5 hours per semester.

## **SECTION III: EXTRA DUTY ASSIGNMENTS**

A tremendous amount of cooperation among all staff members is necessary in order to provide adequate supervision and sponsorship of the student activities in the schools. Necessarily, each employee will be given certain duties relating to student activities which occur outside the regular classrooms. Corridor, playground, club and student organization supervision and sponsorship duties during the professional day will be assigned to employees by the principal. However, assignments made for ticket taking, ticket selling, and other duties shall be by consent of the employee and shall require payment according to an adopted plan for Extra Duty Pay.

## **SECTION IV: SAVINGS CLAUSE**

If any provision of a negotiated agreement is held to be contrary to law, then such provision shall be invalid or non-subsistent except to the extent permitted by law, but all other provisions shall continue to full force and effect.

## **SECTION V: GRIEVANCE PROCEDURE**

- A. A grievant is any employee, group of employees, or the Association on behalf of employees who files a grievance.
- B. A grievance is an alleged violation, misapplication or misinterpretation of the provisions of the negotiated agreement between the Association and the Board, and/or the provisions of an employee's individual contract of employment.

## **Section V, Article 1: Purpose**

The purpose of this procedure is to secure, as quickly as possible and at the lowest possible level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.

## **Section V, Article 2: Procedure**

By mutual agreement, the following timelines on any level may be extended.

Level 1. The grievant must request an informal conference with the Principal or other immediate superior within ten (10) school days or fourteen (14) calendar days, whichever is less, after becoming aware of the grievance. At this conference, the grievant shall directly seek to resolve the matter informally. At this level, neither party may have representation. At all other levels, each side shall be entitled to representation.

Level 2. If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) school days or seven (7) calendar days, whichever is less, after presentation of the grievance, the grievant may file the grievance with the Superintendent. Such grievance must be filed with the Superintendent within 5 (5) school days or seven (7) calendar days, whichever is less, of the decision at Level 1. Within the five (5) school days or seven (7) calendar days, whichever is less, after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and a representative (if the grievant chooses to have representation) in an effort to resolve it.

Level 3. If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within five (5) school days or seven (7) calendar days, whichever is less, after presentation of the grievance, the grievant may file the written grievance with the Clerk of the Board. Such grievance must be filed with the Clerk of the Board within five (5) school days or seven (7) calendar days, whichever is less, of the decision at Level 2. Within twenty (20) school days or twenty-eight (28) calendar days after receipt of the written grievance by the Clerk of the Board, the Board will meet with the aggrieved person and a representative (if the grievant chooses to have representation) in an effort to resolve it. The Board shall render a written decision within five (5) school days or seven (7) calendar days, whichever is less, following said meeting.

Level 4. The grievant may appeal the decision of the Board to the District Court pursuant to K.S.A. 60-2101(d.)

## **Section V, Article 3: Method**

The request for review of a grievance at all levels shall be made in writing and shall be specific as to the nature of the alleged grievance. Said grievant or representative shall cite with particularity the provision of the agreement or the grievant's individual contract of employment which the grievant believes has been misapplied, misinterpreted, or violated. The grievant shall describe to the best of his/her abilities the alleged event or act giving rise to the grievance including approximate time, date, place and the name(s) of known witness(es), together with the relief sought.

## **Section V, Article 4: Grievance Forms**

- A. All grievances shall be filed in writing on forms designated and furnished by the Board.
- B. All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly a party in the hearings.
- C. No reprisals of any kind will be taken against any aggrieved person, any party in interest, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure by reason of such participation.
- D. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

## **SECTION VI: EMPLOYEE RIGHTS**

### **Section VI, Article 1: Complaints**

Any complaint regarding an employee reflecting concern about his/her performance in or out of the classroom made by any parent, student, or other person that is deemed serious shall be promptly called to the employee's attention. If the complaint is either placed in the employee's file and/or used in an evaluation or reprimand, the employee shall receive a copy of said complaint.

### **Section VI, Article 2: Teacher Discipline**

- A. General Provisions
  - 1. The Association recognizes the right of the Board to discipline its employees.
  - 2. No employee will be formally disciplined without just cause.
  - 3. Appropriate levels of discipline shall be used.
  - 4. Employees are entitled to bring a representative of their choice to any discipline meeting.
  - 5. Information concerning proposed disciplinary actions is confidential and may be shared on a need-to-know basis.
  - 6. Disciplinary action should not be taken in front of co-workers not involved in the process.
  - 7. Disciplinary action should not be taken in front of students, and/or parents.
  - 8. Arbitrary changes in assignment or working conditions shall not be used as disciplinary measures.

## B. Appropriate Discipline

It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and, are to be taken by administrators in situations of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

1. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements may be given by administrators on their own initiative. Written statements included in this category will not be included in an employee's personnel file.
2. Formal: Formal disciplinary actions, such as improvement plans, written reprimands or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. Within a 10-day period following the administrator's awareness of an employee's actions that warrant formal discipline, discipline may be taken. Discipline actions may include, but are not limited, to the following:
  - a. The administrator will hold a conference with the employee. A summary of the conference will be prepared and all parties attending the conference will sign the summary. The employee will be provided with a copy of the signed notes. A copy will be included in the employee's personnel file.
  - b. The administrator will hold a conference with the employee and inform the employee of the proposed discipline. If a letter of reprimand is included, the employee shall have 10 days from receipt of the administrator's formal letter of reprimand to file a written response.
  - c. The Superintendent may place an employee on probation. Terms of probation are explained below.
  - d. The Superintendent may suspend the employee with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the employee to duty, or give notice of the Board's intent to terminate or nonrenew the employee's contract.
  - e. The Superintendent may recommend termination of the employee to the Board and suspend the employee with pay until such time as the Board acts upon the recommendation. If the Board takes action to terminate, the employee will be informed of due process rights according to Kansas law.

## C. Probation

1. Any employee who has violated conditions of contract, statute, or Board policy may be placed on probation by the Superintendent for up to one (1) year.

2. Within five (5) school days of the receipt of such notice, the employee may request a meeting with the Superintendent to present reasons why he/she should not be placed on probation. The employee may bring a representative of his/her choice to this meeting. Within five (5) school days after the meeting the Superintendent will inform the employee, in writing, of his/her decision concerning the recommendation for probation.
3. The employee will remain on the same vertical salary step until removed from probationary status.
4. An employee who is on probation may be removed from probation at any time by the Superintendent.

### **Section VI, Article 3: Teacher Rights**

- A. "Teacher" as used in this provision shall mean any certified employee of the district who is required to hold a teacher's certificate/license issued by the Kansas State Department of Education, except that "teacher" shall not include supervisors, principals, assistant principals, the superintendent, or assistant superintendents.
- B. All contracts of employment of teachers, except Supplemental Contracts, shall be deemed to continue for the next succeeding school year unless written notice of intention to non-renew the contract is served by the Board upon any such teacher on or before May 1, or the teacher shall give written notice to the Board on or before May 15 that the teacher does not desire continuation of said contract, unless otherwise provided by law. Terms of a contract may be changed at any time by mutual consent of both the teacher and the Board, provided such change does not violate any provision of the negotiated agreement of which this section is a part.
- C. The procedures established in K.S.A. 72-5446 shall apply in any termination or non-renewal hearing if the employee alleges that said termination or non-renewal is the result of having exercised a constitutional right.

### **Section VI, Article 4: Access to Personnel Files**

- A. Any employee's file shall be open to inspection by the employee during normal business hours. The employee shall have the right to respond to all materials contained in said file. No derogatory materials regarding the employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has had an opportunity to review the material. An employee may request the removal of any derogatory materials from the file. If the materials relate to events more than six years old, the request shall be honored.
- B. When the derogatory materials represent proof of behavior which is serious in nature, and if the behavior has been repeated and documented during the six year period, then the Superintendent may refuse to remove the derogatory material until such time as no further incidents have occurred for a six-year period.

## **SECTION VII: ASSOCIATION RIGHTS**

### A. Use of Facilities and Equipment

The Association shall have the right to use school buildings for meetings without charge. The Association shall have the right to use school facilities and equipment without charge. Such equipment shall include, but not be limited to, word processing equipment, and computers (including e-mail), calculating machines and audio-visual equipment when such equipment is not otherwise in use. The use of copy machines shall incur a charge that represents the appropriate cost of that service.

### B. Communication

1. All bargaining unit members shall have use of District communication services to communicate with one another or the Association regarding Association business.
2. The Association shall have the use of employee mailboxes, physical or technological, to communicate with employees.
3. The Board shall provide the Association access to at least one bulletin board in each facility. The Association shall have the right to post notices of activities and matters of Association concern on such employee bulletin boards.

### C. 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.

### D. Reproduction of Agreement

Copies of this Agreement shall be printed at the expense of the Board and distributed in a timely manner. The Board shall furnish ten (10) hard copies and two (2) electronic copies of this Agreement to the Association for its use.

## **SECTION VIII: POSTING OF OPENINGS/TRANSFER**

- A. An "opening" is a vacancy created through resignation or death of an employee, leave of absence, transfer, creation of a new position/program and/or redefining of positions(s).
- B. The Superintendent or his/her designee shall distribute by email to all employees and post in all buildings a list of openings for the following school year. All openings shall be posted for not less than three (3) working days prior to being filled. Summer postings shall be distributed by e-mail and be posted in Bevan Education Center.

- C. An exception may be made if an employee returning from an extended leave or an employee who has had his/her position eliminated has not been placed by April 15. Said employee may be placed in a suitable vacancy without said vacancy being posted.
- D. Openings which occur for the current year shall be posted in all buildings not less than two (2) duty days prior to being filled.
- E. In all cases, the vacancy list shall include: 1) position title; 2) building location; and 3) the general expectations of that particular opening. Filling professional openings involves a process that might vary from building to building but will include staff involvement.

When an opening occurs, the needs of the building and district will be considered in deciding the skills, knowledge, and attributes most desirable in the replacement employee. The district shall seek to employ the best available candidate for the opening based on the criteria established for that opening and the priorities listed below.

In determining the best candidate, recent professional evaluations, related accredited experience, advanced coursework and degrees, additional relevant certifications or endorsements, and compatibility with the current staff and programs shall all be considered.

The procedures and interview questions will reasonably vary from position to position. Appropriate staff members will be involved in the interview. A recommendation consistent with these guidelines will be made by the administration to the Board, who shall have the final determination.

- F. If an employee applies for an opening or potential opening for which he/she is licensed, he/she will receive an opportunity to interview for the position.
- G. If the employee's request for the transfer is denied, the employee shall be informed in writing of the reasons for the decision by the Principal.
- I. A "non-voluntary transfer" is a transfer of an employee from one position to another by the Superintendent without an initial request for transfer from the employee. Non-voluntary transfers are sometimes necessary, but should be kept to a minimum. If an employee is transferred non-voluntarily, he/she will be consulted prior to the decision being made and will be notified in writing by his/her supervisor of the new assignment, starting date, and reasons for the transfer at least one week in advance.

## **SECTION IX: EMPLOYEE BENEFITS**

### **Section IX, Article 1: Section 125/Insurance**

- A. The Board will provide Section 125 Cafeteria Employer Paid Plan for all employees. Options will include Health Insurance, Group Term Life Insurance, Salary Protection Insurance, Cancer Insurance, Dental, Vision, Medical Reimbursement, and Dependent Care. The employee cannot change any options between October 1 and September 30, unless family status changes as follows: marriage, divorce, death of a spouse or child, or

discontinuance of employment. The Board retains the sole right to select all common carriers of all benefits. Any rules promulgated by the Federal or State Governments and the Internal Revenue Service that affect the Section 125 Cafeteria Employer Paid Plan will be considered by the Board. Under these circumstances, the Board reserves the right to alter, modify, or terminate the Section 125 Cafeteria Paid Plan in order to be in compliance with these rule changes. Employees will be eligible to participate in the Section 125 Cafeteria Employee Paid Plan. The Board will designate an aggregate amount of all benefits for the maximum dollar amount of deductions.

- B. Each full-time employee who chooses to participate in the group health insurance plan shall have the following amounts per month to apply toward district provided health insurance

Single Plan:	Option 1--\$430/mo.	Option 2--\$430/mo.	Option 3--\$370/mo.
Employee/Child(ren):	Option 1--\$530/mo.	Option 2--\$530/mo.	Option 3--\$530/mo.
Employee/Spouse:	Option 1--\$530/mo.	Option 2--\$530/mo.	Option 3--\$530/mo.
Family:	Option 1--\$630/mo.	Option 2--\$630/mo.	Option 3--\$630/mo.

If the employee's health insurance premium is less than the fringe benefit, then the excess fringe amount may be applied to other benefits in the IRC 125 plan. Cash shall not be an option. Persons employed a minimum of half-time who choose to participate in the group health insurance plan will receive a pro-rated amount equal to the contract percent (FTE).

- C. Employees that participate in the district provided group health insurance through Greenbush Health and whose spouse is employed in another district or Interlocal that also participates in Greenbush Health, may pool their fringe benefit dollars toward an employee/spouse or full family plan.

This arrangement shall require an agreement between the two districts and shall run from year to year until severed by either district. The employee may provide a preference as to which district carries the policy, but the final determination shall be made by the districts. Special consideration will be made to ensure districts meet minimum participation guidelines from the insurance carrier.

The fringe may only be applied to the health insurance premium.

The amount forwarded from the first district to the second district shall be up to 100% of the fringe amount specified in this agreement. However, if the combined negotiated fringe amounts exceed the premium for the selected plan, then each district's contribution shall be reduced equally. For example, if the combined fringe amount for the two districts is \$725 and the selected employee/ spouse premium is \$625, then each district reduces its fringe obligation by \$50 per month.

**Section IX, Article 2: Sick Leave**

- A. A school year for sick leave purposes is defined as that period of time included in each employee's contract when said employee is considered "on duty".
- B. Employees shall be entitled to ten (10) days absence each school year without loss of pay when such absences are caused by or contributed to by personal illness of the

employee, or illness or death of a near relative, or attendance at a funeral, or quarantine of the employee.

- C. Any unused sick leave may be accumulated to a maximum of one hundred twenty (120) days, all or any part of which may be used in any given year for absences covered by this policy. Leave that has accumulated above 120 days under a previous agreement may be used, but may only be replaced up to 120 days.
- D. If the employee has used all available sick leave days, personal leave days, and if applicable, sick leave pool days, and has additional need for sick leave, up to three (3) days of additional leave may be purchased by reimbursing the cost of a basic substitute (this cost is to be paid regardless of whether or not a substitute is required).

### **Section IX, Article 3: Sick Leave Pool**

There is hereby established a pool of sick leave days for use by employees. The sick leave pool shall be used in the event of prolonged illness or disability and will be implemented as follows:

- A. Each employee shall be a member of the sick leave pool and eligible for the benefits therein.
- B. Each employee shall contribute one (1) of his/her sick leave days per year to the sick leave pool during the first three (3) years of employment, or in the case of any employee that has not previously elected to participate, until he/she has contributed three (3) days. After the contribution of three (3) days, the employee shall be considered vested in the sick leave pool.
- C. If the accumulated days in the sick leave pool are less than five hundred (500) days on September 1 of any year, all employees shall also contribute one (1) day to the pool.
- D. If the accumulated days in the sick leave pool are less than one hundred (100) days at any time during any year, vested employees shall also contribute one (1) day to the pool in order to replenish the days.
- E. Days contributed by an employee become a permanent part of the pool and will not be refunded to that employee.
- F. Any employee who wishes to use the sick leave pool must provide evidence that the employee or eligible family member is under a doctor's care and present a written formal application to the sick leave screening board which shall consist of:
  - 1. the Superintendent or his/her designee;
  - 2. the principal of the building where the applicant is employed;
  - 3. the Association building representative where the applicant is employed, and
  - 4. the President of the Association.
- G. No screening board member shall vote on his/her own request. If the applicant is one of the foregoing, an alternate shall be appointed by the remaining committee members.

- H. The application must include a written statement concerning the inability to work. The Superintendent may require a statement from the employee's physician certifying that he/she is incapable of performing his/her duties as a result of the prolonged illness or disability. The physician may be asked to certify in writing the number of days absence the given illness or disability requires.
- I. A 2-2 vote of the screening board shall be considered to be an affirmative vote for the applicant.
- J. Written notification of approval or other disposition of the application will be made by the screening board to the applicant.
- K. Before using the sick leave pool, each employee shall have depleted his/her accumulated sick leave and personal leave.
- L. The sick leave pool may not be used to cover employees who are receiving pay from worker's compensation.
- M. At the end of each contract year, the unused days in the sick-leave bank shall be carried over into the sick-leave bank for the next contract year.
- N. No employee may draw more than thirty (30) contract days from the pool during any school year (July 1 - June 30).
- O. The provisions of this section shall apply only to employees, his/her spouse, parents of the employee or spouse, and children or stepchildren of the employee. Sick leave benefits for family as defined in this section will be limited to a maximum of ten (10) days per employee per year.

#### **Section IX, Article 4: Adoption Leave**

Any regular, full time employee of the district may use a maximum of three (3) days accumulated sick leave because of the adoption of a child.

#### **Section IX, Article 5: Association Leave**

- A. The Association will have available fifteen (15) days of leave which may be assigned to members for professional activities or meetings related to the Association. An additional fifteen (15) days may be requested by the Association for which the standard cost of a substitute will be reimbursed to the district by the Association for each day used.
- B. Persons who are to be granted Association Leave will be determined by the Association President and notification will be provided to the principal where the employee will be absent and to the Superintendent. Notification should be made a minimum of five (5) days prior to the absence, however a shorter notification time may be approved by the Superintendent if adequate substitutes are expected to be available in the district.

## **Section IX, Article 6: Catastrophic Leave**

- A. From time to time an employee may experience life events (illness, accident, natural disaster, etc.) that may cause him/her to be unable to complete his/her duties. An employee that experiences these events and who uses all his/her accrued sick leave, personal leave, and sick leave pool availability may apply to the district for catastrophic leave benefits.
- B. It is intent of this leave to provide solutions for employees who may be threatened by events that are beyond their control and provide a financial safety net for employees against such events.
- C. Application for these benefits shall be made to the Superintendent who shall present the application for consideration to a committee consisting of the Association President, the employee's supervisor, and a member of the Board.
- D. This committee may recommend to the Board an extension of the employee's leave for any part of the remainder of the school year or until the employee is eligible for KPERS disability benefits. This recommendation will include continuation of the employee's full salary and benefits or a partial continuation of these salary and benefits. The committee's recommendation will be forwarded to the Board for consideration and action.

## **Section IX, Article 7: Emergency Leave**

Emergency leave will be granted for time lost due to natural disasters, legal obligations, family emergencies, and travel related emergencies. Application shall be made to the Superintendent. Emergency leave days that are granted will be charged to personal leave or, in the event the employee has no personal leave available, to accumulated sick leave.

## **Section IX, Article 8: Extended Leave**

- A. Extended leave for a maximum of one year may be granted by the Board to employees who request such a leave. Such leave (if for a school year) should be requested by February 1 for leave during the following school year. A request indicating the reason for a leave of absence shall be submitted to the Superintendent who shall present it to the Board for consideration. Leave may be granted for the following:
  - 1. A leave of absence for employees who are seeking additional academic training.
  - 2. A leave of absence may be granted to employees who welcome a new child to their family by birth or adoption.
  - 3. A leave of absence to employees for other reasons that are approved by the Board.
- B. An employee on a leave of absence will be required to notify the district by February 1 of the intent to return to the district the following year. Failure to notify the district of intent to return by this date shall forfeit the right to return. Application for leaves that do not

correspond with the beginning of the school year may have different dates for consideration of applications and for notification of return. When such dates differ from the standard dates this will be noted in the application and subsequent approval.

- C. A leave of absence year shall not count toward accrued experience in the district for purposes of salary calculations or sick leave. Returning employees shall retain leave and salary placement accrued prior to the leave. Extended leaves of absence are without pay, however the employee may remain in the district's medical insurance group by a timely payment of premiums during the term of the leave.
- D. Employees returning to regular employment following a leave of absence shall be placed in a position similar to the position vacated prior to the leave, but are not guaranteed a return to the same position. An employee returning from Extended Leave is encouraged to be attendant to relevant vacancies as they are posted and to apply for any position for which he/she desires to be considered. Employees making said application in a timely manner shall be granted an interview. Any employee not placed by April 15 will be placed in a similar position to the position vacated prior to the extended leave, but are not guaranteed a return to the same position.

#### **Section IX, Article 9: Legal Leave**

- A. Legal leave shall be granted to employees without any deduction of days or pay for the purpose of fulfilling one's obligation to a jury summons.
- B. In the case of being issued a court subpoena, the employee will notify the Superintendent who will enlist the assistance of the board attorney to submit a written deposition in place of a court appearance on the part of the employee. There will be no charge to the employee for this service. If submitting a deposition is not acceptable to the court, then the employee will be given paid legal leave to meet this obligation.

#### **Section IX, Article 10: Personal Leave**

- A. All employees shall be entitled to two (2) days of leave time per year for personal reasons. This leave may be used at the employee's discretion provided the principal has been notified at least 24 hours prior to the day to be used, which may be waived in emergency/unforeseen situations.
- B. Use of personal leave is limited during the first week and last week of each semester. Employees who apply for personal leave during these times shall be required to state on the application the purpose of the personal leave. If the reason for the leave is to attend an event over which the employee has no scheduling control, the leave shall be granted.
- C. A maximum of three (3) classroom teachers per day from any building with fewer than thirty (30) certified staff may be granted personal leave. A maximum of four (4) classroom teachers per day from any building with thirty (30) or more certified staff may be granted personal leave. These restrictions apply to those employees whose absence requires a substitute. The Superintendent may waive the maximum number of employees allowable per building.

- D. Personal leave may accumulate to a maximum of five (5) days. By the last regular duty day each year, each employee, on a form provided by the district, shall direct the district what he/she desires to do with any unused personal days. Options include:
1. Leaving up to three (3) days of unused personal leave to carry forward as personal leave to the next year.
  2. Rolling any or all unused personal leave days into accumulated sick leave to carry forward to the next year, provided that does not cause the employee's accumulation to exceed the maximum. Sick leave days would then be available only for sick leave purposes.
  3. Provided the employee shall end the year with at least fifty (50) days of accumulated sick leave, reimbursement may occur for up to two (2) days of unused personal leave at \$50.00 per day. Payment shall occur with the June payroll.
  4. If the employee ends the year with at least 110 days of accumulated sick leave, then the reimbursement shall instead be at the basic substitute rate.
  5. These options shall apply only to full days or half-days. Unused leave will be truncated to the nearest half-day.
- E. In the event the employee fails to return the form directing the district in regard to unused leave, the district will do the following in the order listed:
1. Retain up to three (3) days of unused personal leave to carry forward as personal leave to the next year.
  2. Roll any additional unused days into accumulated sick leave, provided that does not cause the employee's accumulation to exceed the maximum allowed to be carried forward. Sick leave days would then be available only for sick leave purposes.
  3. Reimbursement at the rates stipulated above, depending on the employee's sick leave accumulation. Payment shall occur with the June payroll.

### **Section IX, Article 11: Professional Dues Deduction**

- A. If requested in writing by a teacher on the membership form, the Board shall deduct association dues.
- B. The authorization shall typically be returned to the Board on or before September 10.
- C. The deduction shall continue until revoked in writing by the teacher.
- D. The dues shall be deducted in 12 equal monthly installments beginning in September. The association shall notify the Board clerk of the amount of monthly dues to be deducted on or before September 1.
- E. A teacher may be allowed to join the association and start payroll deductions in midyear. The district and association shall determine the required monthly dues in that case.
- F. The Board shall promptly transmit the dues to the association and shall include a listing of the members and the dues deducted.

The association shall indemnify and hold harmless the Board from any and all claims, demands, suits or other forms of liability (including specifically costs and attorney fees) that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this provision.

### **Section IX, Article 12: Retirement Benefits**

- A. All employees who have served ten (10) or more consecutive years in this district before retirement will be eligible for additional compensation according to the following schedule.
- B. This additional compensation will be \$15.00 per day for each day of unused sick leave for those teachers retiring. Compensation for unused sick leave shall be limited to a maximum of 120 days.
- C. Employees who may find it necessary or desirable to retire from employment with the district may retire under the terms and conditions hereinafter specified. Retirement is voluntary.
- D. All staff that are new to the district in the 2008-09 school year and thereafter shall be on Option B and shall not be eligible for Option A.
- E. Additionally, employees hired after July 1, 2000 may elect to switch to Option B provided that the request is made in writing on or before October 1, 2010 and further that the Board share of the payments for these additional employees for 2010-11 does not exceed \$25,000. This election shall be irrevocable.

### **Section IX, Article 13: Early Notification Bonus**

A bonus payment of \$250.00 shall be paid to an employee submitting written notice of his/her resignation/retirement by December 15. This payment only applies to an end of school year retirement or resignation.

### **Section IX, Article 14: Option A Retirement Incentive**

- A. An employee who is terminated or is non-renewed prior to accessing the retirement plan is not eligible for retirement benefits under Option A.
- B. The employee requesting the benefits shall notify the Superintendent in writing no later than the last duty day in February preceding the anticipated retirement date. The notice shall include the anticipated date of retirement.

When a retirement request includes extenuating circumstances, the Superintendent may accept and recommend for board approval and application received after the deadline.

For requests received after the deadline, the Superintendent may place the additional requirement of finding and employing a suitable replacement prior to approving retirement incentive benefits. If the untimely request for retirement is granted, the approval shall include both the annual stipend and the payment for unused sick leave as allowed in this provision

- C. Eligibility. An employee is eligible for retirement if he/she:
1. has ten (10) or more years of continuous employment with the district and,
  2. meets the KPERS guidelines for retirement and actually retires through KPERS.
- D. Leaves. A leave granted by the Board will not be counted as part of the ten (10) year requirement. Any leave covered under the negotiated agreement will not break the continuity of employment. Leaves provided for under Board policy may or may not break the continuity of employment at the discretion of the Board. If it is the intent of the Board to break the continuity of employment when granting a leave, the employee will be notified in writing when the leave is approved.
- E. Basis of Retirement Benefit. The retirement benefit shall be an annual payment in January equal to 15% of the retiree's annual salary in the primary teaching contract for the final year of service. Payment will be made for a period of five (5) years and will be deposited into a 403(b) tax sheltered annuity with Security Benefit Life. These benefits may be immediately withdrawn from the account, rolled over to a different 403(b) account, or moved to an IRA account without penalty to the retiree. Federal and state taxes will not be collected on these funds until they are withdrawn from a tax sheltered account.
- F. Terms and Conditions.
1. Upon the death of the employee receiving benefits, all unpaid benefits due under the retirement provision will be payable to the employee's designated beneficiary.
  2. An employee who takes retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.
  3. An employee who has completed ten (10) years of eligible service with the district shall be vested in the district's plan and remain eligible for retirement benefits upon his/her retirement from the district under and provisions of this article.
- G. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, and the plan could not be brought into compliance by practical and reasonable means, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board.

## **Section IX, Article 15: Option B Retirement Incentive**

### Employer and Employee Paid Contributions

- A. A 403(b) Retirement Plan Account will be established for each employee.
- B. The district will match the employee-elected contribution to the account up to 1.5% of the primary contract salary of each employee.
- C. Upon separation of service from the district and subject to current 403(b) regulations, the employee may withdraw all employee-contributed funds, including any additional money on the amounts provided by the employee gained through investment.
- D. Beginning his/her 6<sup>th</sup> continuous year as an employee and subject to current 403(b) regulations, he/she will become vested in 20% of the amount that was contributed by

the employer, including any additional amount gained through investment of those funds. The vested portion will continue to increase by an additional 20% per year until the employee is 100% vested beginning his/her 10<sup>th</sup> continuous year.

Vesting Schedule:	Year(s)	Amount Vested
	1-5	0%
	6	20%
	7	40%
	8	60%
	9	80%
	10	100%

- E. An employee may access the vested portion of his/her Employer Paid Account upon separation of service from USD #250.
- F. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified rollover options may allow a terminated teacher to defer taxation until a later date.
- G. If any provision of this plan is determined to be in violation of Federal and State laws or regulations, and the plan could not be brought into compliance by a practical and reasonable means, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board. In any event, the employee may access all employee contributions and the earnings thereon as well as employer contributions per the vesting schedule described above.

**Section IX, Article 16: Other Provisions**

- A. Retirees are eligible to maintain membership in the district's health insurance group upon timely payment of quarterly premiums until eligible for Medicare insurance coverage.
- B. In addition to other benefits as stated herein and after ten years of service to the district, the district will pay \$15.00 per day for each day of unused sick leave for those teachers retiring. Compensation for unused sick leave shall be limited to a maximum of 120 days. The retiree shall notify the Superintendent by the last duty day in February of his/her intent to retire for the next school year. As stipulated in Article 14 (B), the Superintendent may recommend for Board approval a notification submitted after that date.

**Section IX, Article 17: Direct Deposit**

- A. Each employee's salary will be directly deposited in the financial institution of his/her choice on the twentieth (20th) of each month, unless that day falls on a non-working day, in which case the payment will be deposited on the last preceding working day. Payroll check stubs, or the equivalent thereof, will be distributed to staff.

- B. Each employee who has requested his/her remaining salary, according to statute, for that contractual year will be paid with the June payroll following the end of his/her contractual obligations.

## **SECTION X: COMPENSATION**

### **Section X, Article 1: Movement on the Salary Matrix**

- A. The salary schedule shall be the basis upon which minimum salaries of employees are determined, and individual salaries shall be determined by the degree held and the number of hours shown on the transcript as of the date of September 1. The Superintendent may consider and grant an extension of that date. New employees shall be given credit for the number of hours of college credit earned prior to the beginning date of their work.
- C. Certified staff employed shall be given full credit for prior accredited experience for up to a maximum of fifteen (15) years.

### **Section X, Article 2: Performance Based Movement on Salary Schedule**

The salary in the schedule may be increased by one vertical increment in cases of unusual merit, or one vertical increment may be withheld in cases where unsatisfactory professional growth or achievements are shown, if, in the judgment of the Board, such action would be in the best interest of the school system.

### **Section X, Article 3: Adjustments for Lengthy Graduate Programs**

In the event a Masters degree program requires more than 36 hours for completion, those hours earned in excess of that number shall be eligible for application toward the MS +20 column. Extraneous graduate hours (those not included in the program) shall not be allowed unless earned after the conferring of the degree. Any employee that believes he/she may be eligible for this provision should submit his/her transcripts and relevant documentation to the Superintendent for analysis.

### **Section X, Article 4: Limit on Salary Schedule Movement**

Employees who move columns are to move not more than one column per contract year.

### **Section X, Article 5: Credit for College Hours**

- A. Credit for college hours beyond a Bachelor's or Master's degree, must have been earned after the date on which the degree was conferred and only include graduate hours, except that additional graduate hours earned during the final semester of work in which the Bachelor's degree is earned may be counted on the twenty (20) hour category.
- B. An employee with five (5) or more years of continuous service in the district will have the opportunity to request the Superintendent to evaluate his/her transcript relating to undergraduate hours taken after July 1, 1981, to consider undergraduate hours for

inclusion, if, at the Superintendent's discretion, such hours would enhance educational preparation for said employee.

### **Section X, Article 6: Special Salary Increments**

All employees who are certified with National Board for Professional Teaching Standards. Certification will receive a \$1,000.00 annual stipend. This shall be in addition to the \$1,000.00 payment from the State of Kansas.

### **Section X, Article 7: Mileage Reimbursement**

Any employee required in the course of his/her work to drive his/her personal automobile from one building to another shall receive a car allowance. The per mile allowance shall be equal for all personnel.

### **Section X, Article 8: Supplemental Pay for Extracurricular Activities**

The term "supplemental salary" shall refer to payments received by employees for assigned and accepted supplemental services. Such payments shall be based upon the negotiated supplemental salary schedule contained in this Agreement.

### **Section X, Article 9: Extra-Duty Pay Provisions**

- A. All extra duty pay will be paid monthly.
- B. Employees who volunteer for extra duty work at any scheduled athletic events, dances, or night activities will be paid at the rate of \$10.00 per hour. Assignment priority will be given to applicants with the longest tenure in the district. The district may utilize unpaid volunteers or employ persons not regularly employed by USD 250 if the number of employee volunteers is inadequate to cover needs.
- C. Employees who volunteer for curriculum work to be performed outside the duty day shall be compensated at the rate of \$15.00 per hour. Such work shall be approved by the administration prior to assignment and payment.
- D. All standing committee members appointed by the administration or the Board which meet outside the normal school day for an aggregate of five hours or more shall be paid a stipend of \$100.00 per school year. Committee members who meet for an aggregate of ten hours or more shall be paid \$200.00.
- E. All after-school and summer weight training and conditioning supervision shall be approved by the administration and paid \$20.00 per hour.
- F. When classes are offered by the district that are outside the duty day, those positions will be posted. First opportunity to teach will be offered to district staff. The pay will be \$25.00 per hour for licensed employees. Teachers will be paid for fifteen (15) minutes of planning time for every hour of instructional time.

- G. Professionally licensed homebound instructors shall be paid \$25.00 per hour. Planning time, if approved by the administration, shall be at the same rate.
- H. Friday Night School supervisors shall be paid \$20.00 per hour.
- I. Employees who volunteer to be a substitute during their planning time will be paid at an hourly rate equal to the daily substitute rate divided by the length of the school day.

#### **Section X, Article 10: Calculation of FTE**

The salary and benefits are based on a full-time contract. To calculate the FTE of any employee on less than a full-time contract, choose the more appropriate of the following two options:

- A. If the employee is contracted a particular number of teaching periods, divide the individual's contracted periods by the number of total periods minus planning periods. For example, if there are 6 teaching periods over the 2-day block schedule and the employee is contracted for 5 periods, then FTE is  $5/6$  or 0.83. Salary and benefits shall be computed based on that percentage.
- B. If the employee is contracted a certain amount of duty time, divide the individual's contracted duty time specified in the agreement, less lunch. For example, if the employee is contracted to work 4 hours of the 6 hour, 40 minute day, convert to minutes and divide 240 by 400. The FTE is 0.60. Salary and benefits shall be computed based on that percentage.

A proportional planning time shall be included in the expectations of the part-time employee's duty day.

#### **Section X, Article 11: Tuition Pool**

There shall be a tuition pool to assist employees in furthering their formal professional training:

- A. The district provides \$20,000 per school year, from the start of summer school through the end of the spring semester. Up to \$10,000 of the total amount shall be available for the summer session. A sum of \$5,000 each shall be reserved for the fall semester and for the spring semester. In the event that there are any funds remaining in any school term after all eligible requests have been honored, that amount shall be available for the next term and shall be in addition to the allotment described above. There shall be no carryover of unused funds from one year to the next.
- B. In the event the summer, fall, or spring available sum is exhausted, the tuition will be paid in the order the requests for assistance were submitted, except that each employee shall only be eligible for up to three (3) hours of assistance granted per day. This is to ensure a more equitable distribution of the tuition assistance money. Requests beyond that limit will be acted upon the following duty day, provided funds still remain.
- C. Employees are eligible for up to six hours of tuition assistance per year.
- D. If the employee is in an education-related degree-granting program, he/she is eligible for an additional three (3) hours of tuition assistance per year.

- E. Classes must be taken, if offered, from Pittsburg State University to be eligible for reimbursement. Exceptions shall be approved in advance by the Superintendent and reimbursement shall not exceed the Pittsburg State University graduate rate.
- F. The tuition pool is limited to graduate classes related to a teacher's content area of assignment or as approved by the superintendent.
- G. An employee should submit a form to the Superintendent indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow the district to estimate the amount of the fund encumbered at any given point in time. In the event that the employee finds it necessary to substitute a different class from the approved class listed on the form, that shall be allowed provided the new class is eligible for reimbursement. The amount granted shall be limited to the number of hours of assistance approved on the original request. It is the employee's responsibility to notify the district office of the course change.
- H. The district reimburses 50% of the tuition, excluding fees, books, and materials, upon proof of the successful completion of the course. Successful completion is defined as a "B" or better in a graded course and a "Pass" in a nongraded course.
- I. Proof of completion, typically in the form of the grade sheet, along with copies of receipts that indicate the cost of the tuition, shall be made within 30 days of the end of the class.
- J. The tuition pool will receive requests no earlier than 7:00 a.m. two weeks prior to the first day of classes for that session. The employee shall receive written notification regarding the request one week after the date of submission for the first course requested each semester. Additional classes requested in a semester will be reviewed following the close of the tuition pool. The tuition pool will remain open until one week after the first day of class.

## **SECTION XI: EVALUATION PROCESS**

Employees shall be evaluated as required by Kansas law and by the procedures, timelines and instruments contained in the Professional Staff Evaluation Handbook which is hereby included by reference in the Agreement.

## **Section XII: Reduction of Staff**

- A. If it should be necessary to reduce the professional staff of the district because of declining enrollment, economic reasons, change of curriculum, or for any other reason as determined by the Board, the Board will first attempt to accomplish said reduction by normal attrition. Thereafter, the Board shall use the following criteria in accomplishing said staff reduction:
  - 1. First, staff with provisional licensure.
  - 2. Second, staff without tenure (probationary status)

3. Third, staff with tenure (non-probationary status)

B. Within each of these three categories the Board shall use the following criteria:

1. Professional employee's evaluation reports.

2. Number of years employed by the district in a licensed position.

All areas of licensure for an individual professional staff member shall be considered in determining which employees shall be nonrenewed and which employees shall be retained.

C. Calculation of Points:

1. Points for evaluation shall be based upon the two most recent evaluations which have been completed according to the procedures and dates established in Section XII. No evaluation which is older than six years may be used.

The following shall apply:

Regular Evaluation Cycle - 25 points

Follow-up conference for improvement - 20 points

Plan for intensive assistance - 15 points

2. For the purpose of this article, seniority shall be computed as one point per year for each year of employment in the district.

D. The sum of the points from the two most recent qualifying evaluations prior to February 15 will be added to the total number of points earned for seniority. The total score derived from the two evaluations and seniority will be the criterion for determining an individual's nonrenewal. In implementing this provision, it is understood that the employee having the higher score within the category and area of licensure will be retained.

E. If, within eighteen months of a reduction in force, there is an increase in force or new positions are created, those employees who were nonrenewed as part of the reduction shall be offered the position(s) for which they qualify. The non-renewed employee with the highest point total will be offered a position first.

### **SECTION XIII: LEADERSHIP COUNCIL**

The Leadership Council will discuss items of concern pertaining to those subjects not ordinarily considered in negotiations or curriculum councils. Meetings will take place six (6) times during the year, beginning in September. Meeting dates, times, and locations will be jointly selected by the President or Co-Presidents of the Association and the Superintendent. The agenda will be submitted to all members of the Leadership Council in advance of the meeting. The President or Co-Presidents of the Association and the Superintendent will jointly prepare the agenda. Membership in the Leadership Council will include:

President or Co-Presidents of the Association

One employee from each building with fewer than thirty (30) certified staff

Two employees from each building with thirty (30) or more certified staff  
Two Board members  
Superintendent  
Assistant Superintendent  
One principal from each level selected by the Administrative Council

Employee membership will be selected at each building by building employees. The meetings will not be subject to the Kansas Open Meetings Act. Minutes or votes will not be taken. The open exchange of ideas for betterment of the district is the primary purpose of the Council. A board member appointed by the Board will serve as chairperson.

#### **SECTION XIV: LIQUIDATED DAMAGES**

If an employee resigns during the thirty (30) days prior to the beginning of the employee's contract year or any time during the contract year and fails to complete contract obligations, liquidated damages shall be paid to the Board by the employee. The liquidated damages shall be equal to the expenses incurred by the Board for recruiting a replacement, but shall not exceed \$1,000. If an employee is unable to complete the contract obligation for personal health reasons, said damages shall be waived.

#### **SECTION XV: NEGOTIATIONS**

- A. The Association and the Board have a mutual interest in resolving issues as they arise. Accordingly, they agree to meet at least two (2) times each semester to surface concerns and seek resolutions. Additional meetings may be scheduled if needed or desired.
- B. The Interest Based Bargaining techniques will be used by both teams when practical and mutually agreeable.

#### **SECTION XVI: PARAPROFESSIONAL AIDES**

- A. The interview process for paraprofessional aide applicants shall include the employee to whom the aide will be assigned where possible.
- B. Each paraprofessional shall receive an orientation to the district which will include instruction in expectations of the position and training in how to perform duties. This pre-service training program shall be developed by a committee of teachers, aides, and administrators.
- C. A continuing education program shall be provided by the Board for paraprofessional aides. This program shall be individualized to meet specific needs of the aides.
- D. An evaluation process shall be established for all paraprofessional aides.
- E. In those situations where federal and state guidelines direct the use of paraprofessionals, the Board agrees to meet the minimum standards.
- F. When a paraprofessional is assigned to an employee, the employee will determine and direct the duties of the paraprofessional.

## **DURATION CLAUSE**

This Agreement shall govern the rights of the Board and the Association from July 1, 2011 through June 30, 2012. The length of this Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

The Board and the Association agree to reopen negotiations for the 2011-2012 year for salary and other items of mutual interest only in the event of significant changes in state funding, Interlocal funding, enrollment changes, catastrophic incident, or if mutually agreed.

This Agreement between the Board and the Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

**RATIFICATION OF AGREEMENT**

This agreement shall become effective at the beginning of the 2011-2012 school year as shown by the adopted school calendar, and shall continue in full force and effect for succeeding years unless or until amended through a negotiations process by the parties involved, pursuant to K.S.A. 72-5413 to 72-5425.

**Pittsburg Education Association**

By Michelle Casery  
Co-President

By Sherry Tumbell  
Co-President

**Board of Education  
Unified School District 250**

By Joan Stueds  
President

By Yicki Horton  
Clerk

Seal

## **STANDING COMMITTEE REPORT FORM**

All Standing Committees, as used in this provision, will comply with all of the following guidelines:

1. Meets outside of the contract day.
2. Called at the direction of the administration for the betterment of the schools.
3. District wide committees;
  - a. all buildings will have this committee, or
  - b. all buildings will be represented on this committee, or
  - c. special committees that have been approved by the Superintendent
4. Meets a minimum of six times a year, and a minimum of one hour per meeting.
5. Members will attend 80% of the meetings. (One absence in six meetings.)

This form is to be completed by an appointed recorder and submitted to the administrator at the end of each meeting. The administrator will file these forms and, at the end of April, determine which committee members qualify for the \$100 stipend for serving, and submit that list to the Board clerk in time for payment in the May paycheck. The recorder shall also keep a copy of this record.

**Committee title** \_\_\_\_\_

**Building or group represented** \_\_\_\_\_

**Signatures of members in attendance:**

- |          |           |
|----------|-----------|
| 1. _____ | 7. _____  |
| 2. _____ | 8. _____  |
| 3. _____ | 9. _____  |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

**Date** \_\_\_\_\_

**Meeting #** \_\_\_\_\_

**Time initiated** \_\_\_\_\_

**Time adjourned** \_\_\_\_\_

**Total time** \_\_\_\_\_

***Agenda must be attached to this form. Summary or contents are optional in the remaining space.***



Supplemental salaries are designed to pay for work that is supplemental in nature and typically performed outside the duty day. The filling of any position is an administrative decision which will be based on the number of students involved and the number of adults needed for proper supervision.

### **Supplemental Salary Schedule A**

The amount indicated is a **% of that employee's salary**.  
The column will be the same as earned by the employee;  
the step shall be the years of experience in that activity/sport.

<b>High School Sports</b>	<b>%</b>
Baseball (Head Coach)	10
Baseball (Assistant Coach)	6
Basketball (Head Coach)	12
Basketball (Assistant Coach)	8
Cross Country (Head Coach)	8
Cross Country (Assistant Coach)	5
Football (Head Coach)	12
Football (Assistant Coach)	8
Golf (Head Coach)	8
Golf (Assistant Coach)	5
Soccer (Head Coach)	10
Soccer (Assistant Coach)	6
Softball (Head Coach)	10
Softball (Assistant Coach)	6
Tennis (Head Coach)	8
Tennis (Assistant Coach)	5
Track (Head Coach)	10
Track (Assistant Coach)	6
Volleyball (Head Coach)	12
Volleyball (Assistant Coach)	8
Wrestling (Head Coach)	12
Wrestling (Assistant Coach)	8
<b>Middle School Sports</b>	<b>%</b>
Head Coach(FB,Basketball,VB,Track(B&G),Wrestling)	8
Assistant Coach (same as above)	4
<b>High School Music</b>	<b>%</b>
Band	12
Chorus	12
Orchestra	6
Music/Choreographer	2
<b>High School Special Assignments</b>	<b>%</b>
Cheerleading Sponsor (Varsity)	10
Cheerleading Sponsor (Junior Varsity)	10
Debate-Forensics (Head)	12
Debate-Forensics (Assistant)	8
Drama (Head)	9
Newspaper	6
Photographer	5
Pom Pon (2 Head)	7
Scholar's Bowl	7
Yearbook	6
Technology Production	10

### **Supplemental Salary Schedule B**

The amount indicated is a **% of the base** and shall be paid to each employee accepting that position.

<b>High School Sponsors</b>	<b>%</b>
Chess Club	2
Class Sponsor, Sophomore (2)	1
Class Sponsor, Junior (3)	5
Class Sponsor, Senior (2)	2
DECA	2
French Club	1
Future Educators of America (FEA)	1
FCCLA(2)	1
HOSA	1
Key Club	2
National Honor Society	2
National Thespian Society	1
Philosophy Club	1
Quill and Scroll	1
Renaissance	1
Science Club	1
Skills USA (2)	2
Spanish Club	1
Student Government	5
TSA (Technology)(2)	2
SADD	1
<b>Middle School Sponsors</b>	
Drama	6
Band	5
Chorus	2
Orchestra	2
<b>PHS - Department Chairs</b>	
Business	1
Trade/Industrial/Technology Education	1
FACS/Health Sciences	1
Math	1
Science	1
Social Science	1
English	1
Fine Arts (Music/Art)	1
Foreign Language	1
Physical Education	1
Communication (2)	0.5
<b>All Schools</b>	
NCA/QPA Building Co-chairs	5
PDC Members (2-PHS; 2-PMS; 1-each elementary; and 1 district-wide chairman)	4
K-Kids	2

**All other K-12 sports, intramurals, clubs and activities will be compensated on the following formula subject to administrative approval:**

1% of the base for each unit of:

(a) 1 meeting per week x 1.5 hrs x 8 wks (15 hrs) or

(b) the equivalent in time.

Documentation shall be required which records dates of contact including the amount of time and the number of students involved for each meeting or activity outside of the contract day.