

AGREEMENT

between

THE BOARD OF EDUCATION
of
UNIFIED SCHOOL DISTRICT NO. 512
JOHNSON COUNTY,
STATE OF KANSAS



**SHAWNEE
MISSION**
SCHOOL DISTRICT

and

THE NATIONAL EDUCATION ASSOCIATION
of
SHAWNEE MISSION, INC.



Parent Educators

July 1, 2019 through June 30, 2020

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ARTICLE I

DEFINITIONS

When used in this agreement, the following terms will have the following meanings:

- A. The School District (or District): Shawnee Mission School District, Johnson County, State of Kansas, with administrative offices located at 8200 W. 71st St., Shawnee Mission, Kansas 66204.
- B. The Board of Education (or Board): The Board of Education of the Shawnee Mission School District, Johnson County, State of Kansas.
- C. The Association: The National Education Association of Shawnee Mission, Inc. Parent Educators with offices located in Shawnee Mission, Kansas.
- D. Parent Educator: Any parent educator of the school district who is regularly assigned, on a part-time or full-time basis, as a parent educator in the Parents As Teachers program.
- E. Supervisor: The administrator assigned to the Parents as Teachers program.

ARTICLE II

RECOGNITION, RIGHTS, AND OBLIGATIONS

- A. The board recognizes the association as the exclusive and sole representative of all parent educators of the district for purposes of professional negotiations. The rights and privileges of the association and its representatives as set forth in this agreement shall be granted to the association and to no other organization purporting to represent parent educators.
- B. The board agrees to provide the association with information requested by the association, such as financial data, names and addresses of parent educators, and board agenda, when such information is relevant and necessary in carrying out association responsibilities as the exclusive representative of the parent educators. Such information will be provided when the same is not in violation of the law. Should the association request information in a form, which is not readily available, the respective designees will meet and attempt to find a mutually agreeable solution.
- C. Duly-authorized representatives of the association or of the organizations with which the association is affiliated shall be permitted to discuss matters pertaining to association business with parent educators so as to not interfere with nor interrupt normal operation of the educational program.
- D. The association and its representatives may use an area of a school building for meeting purposes during a time when such meetings shall not interfere with nor interrupt normal operation of the educational program. Such use of facilities shall be in accordance with appropriate policies adopted by the board. The use of district facilities shall be without charge.
- E. The board agrees to deduct dues for membership in the association, which includes membership in the Kansas-NEA and the NEA, from the wages of the parent educators who individually and voluntarily file with the payroll office, through the office of the association, a signed and dated payroll authorization deduction card. Deductions shall be made bi-weekly; the final installment for the fiscal year shall be made in June unless the parent educator arranges for the total obligation to the association to be completed earlier. Such deduction of dues shall continue from year to year as so authorized, unless the parent educator notifies the payroll office in writing that the parent educator desires to discontinue such authorization.
- F. On or before August 15 of each year, the association shall file a statement with the payroll office indicating the total annual dues for all categories of membership in the association and each of its affiliated organizations. The association shall also file lists containing names of parent educators for whom dues are to be deducted, their social security numbers, schools, total dues to be paid, amount of each monthly deduction, the number of months for which such deductions are to be made, and the date of the first deduction. Such lists may be filed at any time during the fiscal year, but the payroll office shall not be required to make new deductions from the payroll for any month if the list is delivered to it later than the

fifth of the month. Corrections in the amounts to be withheld, whether necessitated by errors of the association or of the payroll office, may be filed at any time except that "corrections" shall not be deemed to include changes to compensate for uneven quotients resulting from the division of total dues by the number of monthly deductions.

- G. The association agrees to save the board harmless from any action growing out of these deductions and commenced by any parent educator against the board or the district, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the association.
- H. If a parent educator has no earnings due for any month, because of absence due to illness, leave of absence, or for any other reasons, no deduction will be made for the parent educator for that month. The association will arrange collection of dues for that month directly with the parent educator.

ARTICLE III

PERSONNEL POLICY PROVISIONS

General Provisions

- A. This agreement details the employment and employee relations programs for the parent educator personnel of Shawnee Mission School District. The information contained herein will assist in guiding the work of the parent educators. Each parent educator is responsible for becoming and remaining informed with regard to the contents of this agreement. All questions relating to contract interpretation shall be submitted in written form to the division of human resource services.
- B. Violation of this contract or any policy shall be grounds for disciplinary action including but not limited to suspension, demotion, or dismissal.

ARTICLE IV

GENERAL EMPLOYMENT PROVISIONS

- A. Initial Applications for Employment

Any person not currently employed by the district who is interested in applying for parent educator positions must complete an application for Parents as Teachers employment and submit it to Human Resources.

B. Employment Requirements and Procedures

1. All parent educators new to the district are required to provide Human Resources the following information and documents after acceptance of an employment offer, and prior to beginning work:
 - a. Certificate of health for school personnel
 - b. Employee's withholding allowance certificate form W-4
 - c. Immigration and naturalization service form I-9, and/or other required documents
 - d. Social security card
 - e. Oath or affirmation of officer or employee
 - f. Personal data information
 - g. Shawnee Mission School District Benefit Election and Salary Reduction Form Section 125 Cafeteria Plan (if eligible for the Section 125 employee benefits plan)
 - h. State of Kansas public employees' retirement system school enrollment application (if eligible)
 - i. Background check

2. Physical Examination Requirements, K.S.A. 72-5213 (2004). Certification of Health for School Personnel:

"Every board of education shall require all employees of the school district who come in regular contact with the pupils of the school district, to submit a certification of health on a form prescribed by the secretary of health and environment and signed by a person licensed to practice medicine and surgery under the laws of any state when such a person is working at the direction of or in collaboration with a person licensed to practice medicine and surgery, or by a person holding a certificate of qualification to practice as an advanced registered nurse practitioner under the laws of this state when such person is working at the direction of or in collaboration with a person licensed to practice medicine and surgery. The certification shall include a statement that there is no evidence of physical condition that would conflict with the health, safety or welfare of pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. If at any time there is reasonable cause to believe that any such person is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health."

The expense of obtaining certification of health will be borne by the school employee. The certification of health form must be on file in Human Resources before the employee begins work.

C. New Employee Orientation

1. A copy of the agreement between the National Education Association of Shawnee Mission, Inc. Parent Educators will be given to all new parent educators, and will be reviewed with them. It is the responsibility of the employee to read and become familiar with all information contained in this contract.
2. Each new parent educator must attend a paid orientation conducted by the program supervisor. The new educator's mentor will also attend if possible. Current Parent as Teachers policies and paperwork will be reviewed. Other special paid orientation sessions may also be required, as determined by the administration.
3. The orientation process may include:
 - a. The new educator shadowing the mentor for two weeks.
 - b. The new educator conducting one or more of the mentor's family visits.
 - c. Appropriate feedback by the mentor incorporating the PAT national standards.
 - d. New families will be assigned to the new parent educator as s/he is ready, usually by the third week.
 - e. The new educator may request observations of family visits by the mentor or other colleagues.

D. Personnel Folders

1. All material obtained during the period of employment which is placed in the parent educator's permanent personnel file, and which may be used to determine the parent educator's continued employment or advancement in the school system, shall be available for inspection by the parent educator except that information received by the administration prior to employment, which shall include confidential references or evaluations obtained from sources outside the school system, shall be exempted from the inspection. However, the parent educator shall be provided a list of such items upon request.
2. The employee shall have the right to respond, in writing, to any material filed subsequent to employment; and the response shall be affixed to the material and placed with it in the parent educator's file. All evaluation documents which are made in writing and the responses thereto will be maintained for a minimum of three (3) years. Subsequent to the three (3) year period, the evaluation materials and attached responses may be removed if both parties agree.

3. No information used in evaluation, termination of contract, or transfer shall be maintained except in the personnel file in the Parents as Teachers office and the division of human resource services.
4. A parent educator may have any evidence of competence, professionalism, or outstanding performance or service the parent educator chooses placed in his/her personnel folders in the Parents as Teachers office and at the Division of Human Resource Services.

E. Employee Performance Evaluations

The Shawnee Mission School District is interested in employing and retaining the best personnel possible. In order to maintain a high standard of performance, an employee performance evaluation system has been established.

1. A ninety (90) calendar day initial evaluation trial period for new parent educators is required. This initial evaluation trial period has been established to assess the new employee's ability to competently perform the responsibilities of their position. Successful completion of the trial period does not change the employee's status from that of an employee at will. All new employees will be evaluated by their supervisor and receive a written performance evaluation not later than the end of their initial evaluation trial period. The new parent educator will be observed during a parent visit at least once during their first year of employment.
2. All parent educators who have successfully completed their evaluation trial period in their current position will be evaluated by their supervisor and receive at least one written evaluation each year by June 1.
3. Written evaluations will be made on the format authorized by the superintendent of schools.
4. The evaluation procedure may include self-evaluation on the part of the parent educator, home visit observations by the parent educator supervisor or designee and such other evaluation procedures as the superintendent may deem appropriate. Written evaluations will be reviewed and discussed with the employee by the evaluator. Both the evaluator and the employee are to sign and date the evaluation form or document. The employee's signature does not necessarily indicate their agreement with the contents of the evaluation, but is to verify that it has been reviewed, discussed, and that he/she has received a copy and is aware that it will be placed in their official personnel file.
5. Completed written employee evaluations will be forwarded to Human Resources to be placed in the employee's official personnel file. The employee will be given a copy, and may submit a written response to the evaluation for inclusion with it in their official personnel file.

F. Parent Educator Evaluation Folders

1. All information used in evaluation shall be kept in a confidential personnel file maintained by the supervisor. This folder will include all material helpful in working with the parent educator as well as any information, which might be used in consideration of placement or termination of contract. It shall be available for inspection by the parent educator.
2. Folders of parent educators who leave the system will be forwarded to the Division of Human Resource Services.
3. Evaluation documents and responses shall be available to only those persons designated in KSA 72-9005.

G. Outside-of-District Employment

The Board shall not place limitations upon the type and amount of outside employment in which parent educators engage unless an adverse effect on job performance can be demonstrated.

H. Protection of Property

1. The Board will reimburse the parent educator for damage or loss of personal property, up to an amount not to exceed \$200, when such loss or damage of personal property arises out of and in the course of the parent educator's employment under the following circumstances:
 - a. The property was used as an adjunct to instructional activities, with prior approval of the supervisor.
 - b. Such coverage shall not apply if the negligence of the parent educator contributes to the damage or loss.
 - c. Any payment by the board shall not be construed as an admission of responsibility or liability by the board, its agents, servants, or employees.
 - d. Requests for reimbursement shall be made to the associate superintendent. The applicant will be notified as soon as decision has been made.

2. The board may reimburse any parent educator for clothing or other personal property damaged, destroyed or stolen as a result of violence, assault, or battery sustained in the course of employment while on district business, not to exceed \$300 for each incident. This section shall not be construed to be an admission of liability on the part of the district. Request for reimbursement shall be made to the associate superintendent, whose determination of whether the particular circumstances involved justify any assistance from the board shall be final

ARTICLE V

WAGE ADMINISTRATION

Placement on Wage Schedule

- A. All parent educators' wage schedules are subject to budget limitations. The current wage schedule is included herein as Appendix A.
- B. New employees shall be given credit on the salary schedule for prior experience as a certified parent educator with the Parents as Teachers program. In addition, upon recommendation of the classified personnel, the superintendent may include other relevant experience to authorize placement of an employee at a higher level.
- C. Employees with a beginning date of employment in a position prior to February 1 shall be eligible for a step increase, if still employed, at the beginning of the next fiscal year. If the beginning date in the position is February 1 or later, the employee will remain on their current step for the next fiscal year.
- D. The number of hours worked weekly will be reviewed by the administrator of the Parents As Teachers program and the employee at least once annually in August. At that time, the employee may request a change in the scheduled number of hours. Additional permanent hours may be requested throughout the year. Approval of such additional hours will be subject to availability. Approval from the administrator of the Parents As Teachers program is required for a change in the scheduled hours worked. Efforts should be made to minimize the disruption to the families served.
- E. Regularly scheduled hours will be cancelled in the event that schools are closed due to inclement weather. Home visits may be rescheduled with the supervisor's approval. Parent Educators will be able to contact the homes where visits will be cancelled, reschedule those home visits if necessary, and document any information, including time worked, related to the cancellation and rescheduling of those visits from home on days when school is closed due to inclement weather.
- F. No employee will be paid more than the maximum rate of the wage range to which their position is assigned. Exceptions to this policy require the approval of the Superintendent of Schools.

G. Mileage Payment

Parent educators who are paid for mileage in conjunction with their employment shall be compensated at no less than the current district rate and in accordance with district guidelines on mileage reimbursement. Mileage claims will be made using the on-line district mileage system.

ARTICLE VI

TIME KEEPING AND PAY PROCEDURES

A. Designated Workday, Workweek and Work year

1. The work schedule for each parent educator will be established by the parent educator and approved by the supervisor in advance of any time worked.
2. The designated workweek for all parent educators will begin at 7:00 a.m. each Saturday and will conclude at 7:00 a.m. on the following Saturday.
3. The work year is defined as the district's fiscal year, beginning July 1 each year and concluding June 30 each year. Employee leave provisions of this contract will be based on the work year as defined above.

B. Time Cards/Time Sheets

1. Parent educators are paid on an hourly basis and shall enter their actual hours worked on a time card/sheet, which must be verified and signed by their supervisor before it is submitted to the payroll office.
2. Falsification or improper alteration of the parent educator's actual hours worked by either the parent educator or the supervisor is a serious violation. Parent educators who violate these requirements will be subject to severe disciplinary action, including possible termination of employment.
3. Each parent educator is responsible for recording their own work time on an individual time card. Reporting time for another employee shall be cause for termination for both or all parties involved in the act.

C. Additional Work Hours

1. Prior to working additional hours, which exceeds the daily work schedule, the additional work must be authorized in writing by the parent educator's supervisor. Parent educators who work additional hours without obtaining

prior approval may be subject to disciplinary action, including possible termination of employment.

2. Paid holidays and other paid temporary leave such as sick leave days will not be considered hours worked for the purpose of determining additional work hours in a workweek.
3. The parent educator's supervisor shall inform the parent educator at least three working days in advance when additional work is required, except in an emergency situation. If an emergency occurs, an attempt shall be made to inform the parent educator as soon as possible.
4. Rotating additional work assignments among qualified parent educators is the responsibility of the supervisor, and shall be done in a fair manner.

D. Pay Periods

1. Paychecks will be issued to parent educators biweekly.
2. Any changes in deductions or cancellations of deductions must be submitted in writing and received in the payroll office prior to the cut-off date for the specific pay period for which the change is made effective.

ARTICLE VII

PARENT EDUCATOR GUIDANCE AND DISCIPLINE

A. General Provisions

1. In instances of substandard work performance or misconduct by parent educators, guidance and/or disciplinary actions are necessary.
2. Each situation in which guidance or discipline may be necessary is unique. Therefore, the parent educator supervisor is expected to identify and consider all pertinent aspects of each individual situation, such as mitigating circumstances, parent educator explanations, the parent educator's past record, and the seriousness of the present situation. These factors should be reviewed and considered by the Parents as Teachers administrative supervisor while determining which actions are appropriate to recommend and/or implement.
3. A conference between the administrative supervisor and the parent educator is suggested before any guidance is provided or disciplinary action is taken or recommended. During such conference the supervisor and parent educator should openly discuss the facts and circumstances related to the problem or incident.

4. All recommendations for suspensions without pay and/or terminations of employment will be made in writing to the personnel administrator. The personnel administrator shall grant another conference if requested by the parent educator. The decision of the personnel administrator shall be final.

B. Employee Disciplinary Actions and Procedures

When a parent educator demonstrates inappropriate conduct and/or a persistent inability to perform the work regularly assigned to their position, a disciplinary process may become necessary, including any or all of the actions described below.

1. Verbal reprimand
2. Written reprimand or unsatisfactory performance review
3. Suspension from work with pay
4. Suspension from work without pay
5. Dismissal

ARTICLE VIII

EMPLOYEE RESPONSIBILITIES

A. Requirements and Procedures Upon Separation From Employment

1. All resignations of parent educators shall be made in writing to the office of human resource services and shall indicate an effective date.
2. In case of resignation or termination of a parent educator, the parent educator is to return all district equipment, materials, complete and up-to-date family files, reports, and keys immediately to the parent educator's supervisor.
3. Upon termination of employment, a parent educator may apply after the last day on the payroll for a return of contributions made to the Kansas Public Employees' Retirement System (KPERs).

B. No Show/No Call Resignations

Any parent educator who fails to report for work for more than three (3) consecutive workdays scheduled, and who fails to notify their supervisor of the reason(s) for such absence from work may be deemed to have voluntarily resigned from employment with the district.

ARTICLE IX

EMPLOYEE BENEFITS

A “benefits eligible” parent educator is one who is scheduled to work in a regular position on an average of twenty (20) or more hours per week.

A. Insurance

The board reserves the rights to modify the plans listed below as recommended by the fringe benefits committee and approved by the board:

1. Health

Parent educators working an average of 20 or more hours per week are eligible to participate in the district health insurance plan. The amount the district contributes will be determined by the board and prorated based on the percentage of full time work of the employee (FTE).

In the event two married school district employees are employed by the board of education, the board payment to each of the two school district employees may be pooled but shall not exceed the two-person monthly premium for the selected health insurance plan.

Parent educators paid premiums are treated as Section 125 Cafeteria Plan contributions.

Eligibility begins the first day of the calendar month following 30 calendar days of eligible employment.

Effective January 1, 2020 through December 31, 2020, if a professional employee wishes to select employee health and hospital insurance coverage available to District employees, the Board will pay the cost of the single premium for that professional employee's coverage up to a maximum of Six-Hundred Ninety-Four Dollars (\$694.00) per month if the professional employee participates in the health screening or Six-Hundred Forty-Four Dollars (\$644.00) per month if the professional employee does not participate in health screening. For professional employees who choose the High Deductible Health Plan (HDHP), the difference between the Board contribution level and HDHP cost will be placed in a Health Savings Account (HSA) for that employee.

2. Dental, Vision, Short Term Disability, Medical/Child Care Reimbursement Accounts

Parent educators working an average of 20 hours or more per week are eligible to participate in the group plan. Copies of the plan descriptions are

available on the district website. The district does not contribute to the cost of the programs. Premiums are treated as section 125 cafeteria plan contributions. Eligibility begins on the first day of the calendar month following 30 calendar days of eligible employment.

3. Term Life

Parent educators working an average of 20 hours or more per week are eligible to participate in the group plan. Copies of the plan descriptions are available on the district website. The district does not contribute to the cost of the programs. Premiums are **not** part of the section 125 cafeteria plan. Eligibility begins on the first day of the calendar month following 30 calendar days of eligible employment. Medical screening is required if not elected when first eligible.

B. Cell Phone Allowance

Knowing the unique role and requirements to conduct work in private homes outside of the confines of USD 512 buildings/facilities, parent educators will be provided with a cell phone allowance. The Board of Education will provide each parent educator with a \$60.00 per month cellular phone allowance for all full-time (40 hour/week) parent educator. This allowance will be pro-rated, based on FTE for any parent educator working less than 1.0 FTE. To be eligible to receive this allowance, each parent educator will acquire and maintain a cellular telephone and provide the telephone number to the parents as teacher supervisor. It will be the responsibility of the parent educator to have their cellular phone available.

C. Kansas Public Employees Retirement System (KPERs)

1. Membership

Membership is mandatory for all regular employees working three and one-half hours (3.5) per day or at least 630 hours per year. Contributions to the system are fixed by statute. Interest is credited annually on June 30 based on the account balance the preceding December 31. The employee contribution is excluded from gross income for federal income tax purposes. Federal income tax is not paid on this money until it is withdrawn. State income tax is paid on contributions.

2. Benefits

Members are automatically enrolled in a term life insurance policy and a disability income program in addition to retirement benefits. The entire cost of the insurance program is paid by the State of Kansas. The term life insurance policy is valued at 150% of the member's annual rate of compensation. The disability income program provides a monthly benefit based on sixty percent of the members annual rate of compensation. To qualify for a disability benefit, a member must be totally disabled for 180 continuous days. Both policies are effective on the date membership begins. Copies of both these policies and information concerning retirement benefits are part of the new employee packet received during orientation and are also available on the KPERs website at www.kpers.org.

D. 403(b) and 457 Programs - Tax Sheltered Annuities and Mutual Fund Investments

1. Eligibility

Parent educators working an average of 20 hours or more per week are eligible to participate.

2. Tax Advantages

Deferred compensation, under Internal Revenue Code is a tax deferred supplemental retirement program that allows public employees to contribute a portion of their wage to a retirement account before federal and state taxes are calculated.

3. Contribution Limits

Contributions are limited to the current IRS and district guidelines. To determine the appropriate contribution, it is best to talk the agent representing the 403(b) or 457 company or a tax advisor. The Shawnee Mission Schools human resource and payroll departments do not have financial planners or tax advisors on staff.

4. Making an Election

The payroll office must receive a salary reduction agreement in order to begin or change a wage reduction. These forms are available in the document repository on the district website. 403(b) and 457 board approved companies and information are available in the document repository and on the district website.

E. Liability Insurance

The Board of Education shall provide comprehensive liability insurance coverage for all employees while acting within the scope of their duties.

F. Paid Holidays

1. Parent educators regularly working an average of four (4) hours or more per day will be paid for the holidays designated below which occur within their work schedule as set forth by the approved school calendar each year. For purposes of this payment, a "day" is defined as the average number of hours per day the parent educator is regularly assigned to work in a workweek.

Labor Day
Thanksgiving Day and the Friday following
Christmas Day
New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

2. If any of the designated holidays fall on Saturday or Sunday, the parent educator will be granted one (1) day preceding or following the holiday. If any of the above holidays fall on Tuesday, the parent educator will be given the Monday immediately preceding the holiday, and if any of the above holidays fall on Thursday, the parent educator will be given Friday immediately following the holiday, as an extension of the holiday.
3. If the parent educator's regular schedule includes the day before or after a holiday or extension of the holiday as defined above and the parent educator is ill on those days and has accumulated sick leave, the parent educator shall be paid for the holiday.

ARTICLE X

EMPLOYEE LEAVE

Provisions have been made by the Board of Education for absence from duty of professional employees as follows:

Leave will be divided into two (2) categories; accumulative and non-accumulative.

A. Accumulative Temporary Leave

1. General Provisions

Provisions have been made by the board of education for absence from duty by parent educators for temporary leave. All parent educators of the Shawnee Mission School District working at least an average of twenty (20) hours each week shall be eligible to earn temporary leave.

For the purpose of this contract, a "day" is defined as the average number of hours per day the parent educator is regularly assigned to work in their workweek.

Parent educators are allowed twelve (12) full working days per contract year (1 day/month), with full pay, as current Temporary Leave; these days will be added to the parent educator's temporary leave bank on the first day (July 1) of each contract year. Part-time employees shall accrue temporary leave on a prorated basis.

These days will be prorated if the parent educator does not complete the full-term of their contract on active status. Therefore, should the contract not be fulfilled and unearned leave days have been used, the staff member will be responsible for re-payment to the district for the days of leave not yet earned.

Parent educators shall be allowed to accumulate any unused portion of their current earned temporary leave without limit, which will be credited as of June 30 of each year.

2. Application for Temporary Leave

Each parent educator is responsible for verifying their available leave time, prior to requesting to use temporary leave, by monitoring the leave balances displayed on the district website as well as any leave used after the end of that payroll period. The parents as teachers supervisor may verify available leave time as needed to make decisions regarding leave requests.

If paid leave is requested and approved, but the parent educator does not actually have sufficient time available for the approved absence, the appropriate reduction in pay will be made automatically during payroll processing.

Each parent educator is required to notify the parents as teachers supervisor in advance of each period of absence. The day of leave must be indicated on the parent educator's time card. Parent educators absent without approved leave, or who fail to notify their supervisors of the absence, will not be permitted to charge that absence against temporary leave.

Temporary leave is only available for pre-approved scheduled work hours.

Accumulative Temporary Leave is to be used for the following purposes:

a. Sick Leave

Except as provided elsewhere in this contract, temporary leave granted during each fiscal year (July 1 through June 30) shall be used for absences necessitated because of (1) personal illness/injury, including the birth of a child, (2) illness or severe injury of employee's spouse or dependent children when other arrangements cannot be made, or (3) quarantine under the laws of the State of Kansas.

It is the responsibility of all parent educators to notify their supervisor when they are ill and cannot report to work. If a parent educator is ill and does not call or report said fact, the absence may be handled as an unexcused and unauthorized absence.

Absence due to personal injury, which occurred in the course of employment duties, does not require use of sick leave, and is covered under workers' compensation.

(1) Holidays Occurring During Period of Illness

Holidays occurring within a parent educator's period of absence shall not be charged against current or cumulative temporary leave.

(2) Physician's Written Statement

If a parent educator is absent for any period of time because of personal injury (regardless of whether or not that injury was suffered within the scope of their employment), or if a parent educator is absent due to illness, such parent educator may be required to present a written physician's statement to the parent educator's supervisor stating he/she is physically and/or mentally able to return to duty and verifying the period of incapacity. This statement must be forwarded to the Human Resources Department. This procedure shall be followed by all parent educators at the request of their supervisor.

b. Personal Business

Personal business leave is limited to the annual temporary leave allotment for the current fiscal year as accrued by each staff member. The parents as teachers' supervisor must be notified in advance of any personal leave absence.

c. Unused Temporary Leave Benefits Forfeited Upon Separation

Any parent educator who separates from employment with the school district will forfeit all temporary leave benefits earned; and, if re-employed by the school district, will start earning benefits as a new parent educator, subject to contract provisions.

d. Payment of Unused Temporary Leave Days

A parent educator shall be eligible to receive a \$40.00 per day payment for each unused day of current accumulative temporary leave if:

- (1) The parent educator has used less than twelve (12) days of current temporary leave as of June 30 of the current year; and,
- (2) By May 1 of the current year in which application for such credit is made, the parent educator has at least fifty (50) days of accumulated temporary leave, counting unused current temporary leave and temporary leave accumulated prior to the current year; and,
- (3) On or before May 1, the eligible parent educator applies on a form approved by the district to receive payment for unused current temporary leave credited to their account that year. Payment shall be issued by the district within sixty (60) days of the end of the school year.

Temporary leave used by a parent educator during the current year shall first be deducted from current temporary leave (until

such leave is exhausted) and then from previously accumulated leave, if any. In no event shall a parent educator in any year receive credit for more than twelve (12) days of unused current temporary leave or \$480.00.

Those employed less than full time will receive an amount in proportion to their work schedule.

An eligible parent educator shall not accumulate temporary leave for any leave day for which he/she has been paid a credit.

An eligible parent educator who fails to make application for unused temporary leave credits as provided herein shall thereafter forfeit all rights to claim payment for such credits. A parent educator may accumulate any unused temporary leave for which the parent educator has not been paid a credit.

No payment shall be made to a parent educator for accumulative temporary leave other than as provided in this article.

B. Non-Accumulative Leave

1. Bereavement Leave

Parent educators working an average of 20 hours per week may use up to three (3) days, per occurrence, (not charged to temporary leave) on the occasion of a death in the immediate family: wife, husband, father, stepfather, father-in-law, mother, stepmother, mother-in-law, daughter, stepdaughter, daughter-in-law, son, stepson, son-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandparents, grandparents-in-law, step grandparents, grandchild, step-grandchild, uncle, aunt, niece, nephew, or a resident of employee's household. Use of bereavement leave in excess of three (3) days, per occurrence, shall be charged to accumulated temporary leave. Up to a total of five (5) days, per occurrence may be used without loss of pay until accumulated temporary leave is exhausted. A parent educator may be absent for either a full day or a half-day to attend the funeral services of a relative other than those listed above and/or friends, and such leave may be charged to temporary leave.

2. Emergency Leave

Parent educators shall be allowed three (3) days loss of time each year for emergency reasons. An emergency shall be defined strictly as "an unforeseen combination of circumstances or the resulting state that calls for immediate action."

The emergency must contain two elements: (1) it must be unforeseen, and (2) it must require immediate action. An event, which is planned ahead or does not require immediate action, is not an emergency. Within five (5) days after the emergency absence, the parent educator shall complete the

personal absence form, and submit it to their supervisor listing the reason for the absence and requesting that the absence be approved for emergency.

3. Judicial Leave (with wage adjustment)

A parent educator shall be granted leave for jury duty or to appear in a court of law as a subpoenaed witness in a matter pertaining to duties as a parent educator. The difference between the parent educator's wage and pay for judicial leave will be paid by the district. A copy of the court check must be made submitted to the payroll department at the completion of the leave. No deduction of temporary leave is made for judicial leave.

ARTICLE XI

REDUCTION-IN-FORCE PROCEDURE

The Board reserves the right to reduce parent educators because of a decrease in the number of clients or for any other causes. Seniority will be considered in the application of this provision.

ARTICLE XII

GRIEVANCE PROCEDURE

The following procedure is used to achieve solutions to grievances regarding the interpretation and application of this agreement:

- A. The grievance should first be submitted to the Parents as Teachers administrative supervisor, orally, within ten (10) days after the particular problem arises. If the matter is not settled within five (5) days thereafter; then
- B. The grievance may be presented within a period of five (5) days thereafter, in writing, to the parents as teachers administrative supervisor. If the matter is not settled within five (5) days thereafter, then
- C. The parent educator may submit the grievance within a period of five (5) days thereafter, in writing, to the classified personnel administrator, whose decision in line with the evidence presented, which may include an interview with the parent educator, shall be considered final in the matter.

The inclusion of time limits in this procedure is purely for the purpose of ensuring prompt action. In those circumstances where the parent educator does not pursue the next step of this grievance procedure within the time period specified, the grievance may be considered as having been settled to the satisfaction of all concerned.

The district administration would like all parent educators to understand that the filing of a grievance will not reflect unfavorably against the individual parent educator in any manner, but will be interpreted as an effort for the improvement of relationships and operation in the Shawnee Mission School District.

ARTICLE XIII

SAVINGS CLAUSE

If any article, section, or clause of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the same shall be automatically deleted from this agreement to the extent that it violates the law. Such invalidity or restraint will not affect other provisions or applications of this agreement, which can be given effect without the invalid provision, and to this end the provisions of this agreement are severable.

ARTICLE XIV

DURATION CLAUSE

- A. This agreement shall govern the rights of the board and the association from July 1, 2019, through June 30, 2020. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This agreement shall be made available electronically to every parent educator.

This agreement is signed this March 13, 2020.

For the Association:

For the Board:

President

President

Chief Spokesperson

Clerk

Appendix A

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512
PARENTS AS TEACHERS SALARY SCHEDULES

2019-2020

2019-2020		
STEP	NO DEGREE	DEGREE
1	\$20.42	\$21.49
2	\$21.35	\$22.47
3	\$22.32	\$23.49
4	\$23.24	\$24.46
5	\$24.49	\$25.78
6	\$25.28	\$26.61
7	\$25.79	\$27.14
8	\$26.30	\$27.68
9	\$26.83	\$28.23
10	\$27.37	\$28.80

No step increase will be granted for the 2011-12 school year.

2012-2013: The board will provide each Parent Educator who is an active employee as of 10/1/12, a supplemental stipend of 2.0% of their annual rate of pay per FTE. Part-time Parent Educators will receive a pro-rated amount. This payment will be reflected in the October 2012 payroll.

2013-2014: The board will provide each Parent Educator who is an active employee as of 10/1/13, a supplemental stipend of 2.0% of their annual rate of pay per FTE. Part-time Parent Educators will receive a pro-rated amount. This payment will be reflected in the October 2013 payroll. No step increase will be granted for the 2013-2014 school year.

2014-2015: The board approved a 3.25% increase on all steps of the salary schedule.

There will be no pay increase granted for the 2015-2016 school year. A step increase for eligible employees is granted.

2016-2017: Parent educators who will not have an increase in salary for step or column movement in the 2016-2017 school year will receive a on-time stipend of \$1,375 for parent educators at or above Masters level, \$1,025 below Masters level, and \$675 for parent educators in the Non-Degree column. Part-time parent educators receive a pro-rated stipend based upon their FTE.

2017-2018: The Board approved a 4% increase on all steps of the salary schedule

2018-2019: The Board approved a revised salary schedule with steps 7-10 added for both non-degree and degree columns. Step and column movement for all current parent educators was also approved. Each parent educator will be moved 1 step on the schedule and retroactive pay provided from July 1, 2018.

2019 – 2020: The board approved a revised salary schedule; adding 1% to all steps of the salary schedule. Each parent educator will be moved 1 step on the salary schedule and retroactive pay will be provided from July 1, 2019.

Appendix B

SHAWNEE MISSION SCHOOL DISTRICT Parents as Teachers Supplemental Position

Supplemental Position Title	Lead Parent Educator – Parents as Teachers Program
Department	Early Childhood Education – Parents as Teachers
Reports To	Supervisor of Parents as Teachers
<p>If/when the Supervisor of the Parents as Teachers Program deems it necessary, this supplemental position will be posted through an internal communication to all current PAT staff. The PAT Supervisor will consider all applicants for the position and have sole discretion in determining the need for this supplemental position as well as the identification of the individual to fulfill this supplemental role. Upon determining this, the lead parent educator’s caseload will be adjusted in order to allocate 10 hours/week (within his/her current FTE) to lead educator duties.</p>	

SUMMARY:

Under the discretion and supervision of the Supervisor of the Parents as Teachers program, a Lead Parent Educator may be selected to further support the Parents as Teachers Program. The Lead Parents Educator will support the planning and implementation of program components, grant applications, and program reports; supporting and mentoring staff, maintaining and providing resources for parent educators and families, and serving as a liaison between the PAT supervisor and parent educators to support daily functions of the program.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other duties may be assigned*

The Lead Parent Educator performs the following essential duties and responsibilities:

- A. Supports day-to-day operations of the PAT program for the purpose of ensuring that the PAT program provides services in compliance with standards and funding source guidelines.
- B. Collaborates with the PAT supervisor and other district administrators, state legislators and the PAT Program offices for the purpose of developing program standards and maximizing funding resources.
- C. Provides input in developing the program budget and preparing grant applications and reports to ensure the budget is processed in accordance with state and district guidelines.
- D. Participates in a variety of meetings (i.e. JELC, northeast coordinators, Infant-Toddler Services, etc.) for the purpose of conveying and/or receiving information required to successfully provide PAT services.
- E. Assists in scheduling and coordination of district Parents as Teachers events.

QUALIFICATION REQUIREMENTS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable Accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- F. Assists with some personnel functions (i.e. interviewing, training, group staff meetings) for the purpose of ensuring the efficient use of staff in meeting the district's PAT program objectives within budget guidelines.
- G. Supports service documentation, data collection, and assists in preparing program-related reports (i.e. midyear and end-of-year compliance reports, reports to the board of education, requests for funding sources, etc.) for the purpose of conveying information of provided services, program impact, and/or projected needs.
- H. Promotes the program by attending community meetings, as directed by the PAT supervisor, to share information about the program and services with families, community members, and resource partners.
- I. Supports day-to-day inquiries of parent educators (i.e. data system, curriculum, resources, etc.).
- J. Assists with various District survey information as needed.
- K. Maintains and provides resources to parent educators to support program needs and services to families.
- L. Assists PAT supervisor in facilitating continuous quality improvement.
- M. Performs all duties as assigned.