AGREEMENT

Between

The Board of Education

of

USD 259

Wichita, Kansas

and

The Service Employees International Union

Local No. 513

July 1, 202~~0~~1– June 30, 202~~1~~2

WICHITA BOARD OF EDUCATION
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Manager, Recruitment & Staffing
Eric Hofer-Holdeman
Principal, Northwest High School
Victoria Manning
Principal, Truesdell Middle School
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Principal, Colvin Elementary School

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***Esau Freeman, Chief Negotiator**

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***Negotiating Committee**

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INTERNATIONAL UNION,
LOCAL 513, SEIU,
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202~~0~~1-202~~1~~2

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***Negotiating Committee**

The Wichita Public Schools is committed to ensuring an environment that is free of discrimination, and to fostering a climate in which all employees and students may participate, contribute and grow to their fullest potential. Harassment and disparate treatment will not be permitted or condoned in Wichita Public Schools. The Wichita Public Schools does not discriminate on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, age, veteran status, or any other legally protected classification in its programs and activities. All Wichita Public Schools employees have the responsibility to support this statement. The following person have been designated to handle inquiries regarding the Non-Discrimination Statement:

SECTION 504 COORDINATOR FOR ADULTS
AND TITLE IX COORDINATOR FOR ADULTS AND STUDENTS,
903 SOUTH EDGEMOOR,
WICHITA, KANSAS 67218,
(316) 973-4420

SECTION 504 COORDINATOR FOR STUDENTS
903 SOUTH EDGEMOOR
WICHITA, KANSAS 67218

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Agreement Between
The Board of Education of
Unified School District 259
Wichita, Kansas
and
The Service Employees International Union
Local No. 513

PREAMBLE

This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. The terms of this statement of understanding hereinafter called agreement, apply only to those employees who are included in the bargaining unit which was certified by the Kansas Public Employee Relations Board on January 19, 1973, and as amended on December 16, 1987, and as are set forth in Article I, B. Such unit members, hereinafter called employees, have ratified this agreement. This agreement has been ratified by the Board of Education of Unified School District 259, Sedgwick County, Kansas, and Service Employees International Union, Local No. 513, hereinafter called the Union, and this agreement shall constitute Board policy for the period specified. The agreement between the Board and the Union is to be for a term of one (1) year beginning July 1, 202~~0~~1, and ending June 30, ~~2021~~ 2022 Article XII, Employment Benefits, may be reopened to negotiate board contribution to premiums only in the event that the health fund reserves fall below eighteen (18) million dollars. By mutual agreement between the Union and the Board, this agreement may be opened as to any change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this agreement and when ratified by the employees and the Board shall constitute a change in this policy. The parties agree to meet and confer by February 1, 202~~1~~2.

The Wichita Public Schools is committed to ensuring an environment that is free of discrimination and to fostering a climate in which all employees and students may participate, contribute, and grow to their fullest potential.

We recognize and value our diverse population and are committed to fair treatment of all employees and students.

Harassment and disparate treatment based on race, color, national origin, sex, handicap/disability, age, or religion will not be permitted or condoned in the Wichita Public Schools.

All Wichita Public Schools employees have the responsibility to support this policy and to take appropriate steps to ensure a workplace free of discrimination against any person.

Each of us should:

- Treat every student, parent, coworker, customer, and supplier with respect and dignity.
- Examine our attitudes and actions toward people who are different from ourselves.
- Speak out when we see harassment and discrimination in our work environment.

We will not tolerate any action that violates the core beliefs of our school district.

ARTICLE 1: RECOGNITION

A. The Board recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those designated in the bargaining unit.

B. The bargaining unit shall consist of all employees of Unified School District 259 who are employed in permanent positions for twenty (20) or more hours per week and are paid on ranges A through Jc of the Classified Salary Schedule. However, the unit shall not include any such person who is designated as a security employee or a confidential employee.

C. The Board of Education will seek input from Service Employees International Union members when designing inservice activities for classified employees during the school year.

ARTICLE II: CLOSURE CLAUSE

Both the Board and the Union acknowledge that all mandatory subjects have been discussed and neither party has any right to meet and confer further on these or any other subjects during the term of this agreement except by mutual consent or as otherwise expressly provided herein.

ARTICLE III: MANAGEMENT'S RIGHTS

The Union acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this agreement or by law, the Board shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities.

Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent. Such rights of the school district include but are not limited to: direct the work of the employees; hire, promote, demote for non-disciplinary reasons, transfer, assign, or retain employees in positions within the public agency; demote for disciplinary reasons, suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including subcontracting if such is deemed desirable. Employees whose positions are eliminated by subcontracting, downsizing, or dissolving will be given priority to transfer to vacant positions within the district for which they are qualified or receive training.

ARTICLE IV: SAVINGS CLAUSE & CAPTIONS

A. Savings Clause
Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void; but, the remainder of the policy shall remain in full force and effect.

B. Captions
The captions set forth at the beginning of each article, paragraph or subparagraph are for the convenience of the parties only and are not intended to fully describe or define the provisions of the portions of the Agreement to which they pertain and shall not affect the meaning or interpretation of this Agreement.

ARTICLE V: EMPLOYEE RIGHTS

A. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing.

B. Employees shall also have the right to refuse to join or participate in activities of employee organizations.

C. Classified employees will be included on building committees and entitled to vote. The purpose of the School Building Committee shall be to give classified employees the opportunity to identify problems at the building level and to work in an advisory capacity to the principal toward acceptable solutions.

D. No employee shall be subject to workplace bullying, harassment, discrimination, abusive, derogatory, or belittling language, and/or retaliation.

ARTICLE VI: PAYROLL DEDUCTIONS

A. Authorized Deductions
The Board agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Business Services, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund
2. Union dues
3. YMCA dues
4. Flexible Spending Account
5. Tax Sheltered Annuity
6. Health Insurance Premiums

B. Union Dues

The Union shall develop and the Board shall approve a dues authorization card which shall provide for the cancellation of union dues only once during the year, which date shall be July 1 each year, unless the employee terminates employment with the school district. Such dues deduction authorization may specify that it will continue each year and will continue in effect from year to year unless terminated as specified on the authorization card.

1. The Union shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any action taken or not taken by the Board for the purposes of complying with the provisions of Paragraph B or the authorization form.

2. The Union may submit new payroll deduction authorization cards on a monthly basis. Such cards shall be submitted on or before the fifth of each month and should be representative of employees who have successfully completed their probationary employment status.

C. Tax Sheltered Annuity Plan

Employees shall be eligible to participate in a tax-sheltered annuity plan established pursuant to the Internal Revenue code, consistent with regulations established by the Business/Financial Services Division.

ARTICL.E VII: HOURS OF WORK

A. Changes and Exceptions

Nothing herein shall be construed as guaranteeing any employee any number of hours of work per day or week. Work schedules may be changed by the administration, and such schedules may vary from the base work schedule. However, an employee is to be paid for any additional time worked at the request of the employee's supervisor.

B. Hours for Specific Positions

The working hours for specific positions are as follows: (Employees who are involved in a shift change will be given a three-day notice unless there is an emergency.)

1. Maintenance Personnel

Base schedule, forty (40) hours per week, 7 a.m. to 4 p.m., Monday through Friday, with one-half hour or one-hour lunch period to be ~~determined by~~determined by needs of respective departments. The working schedule for the Roofing section of the Building Repair Operational Area is a five-day work week, Monday through Friday, 6:00 a.m. to 2:30 p.m., when the heat contingency working schedule is approved and operational for facilities' personnel. The facilities' administration will give consideration to severe days identified outside of the heat contingency plan for a working schedule change.

Four-day, ten-hour per day working schedules, and other flexible schedules may be initiated by the Administration in selected areas where there is mutual agreement on the part of management and the selected department personnel.

2. Supply and Distribution
   Base schedule, forty (40) hours per week. Regular Monday through Friday weekly schedules are determined by the starting time of schools and Facilities with one-half hour or one-hour lunch period to be determined by the respective departments.

3. Custodial Personnel
   Base schedule, forty (40) hours per week. Regular Monday through Friday weekly and daily schedules are provided individual classifications. Lunch periods will be one-half hour unless lengthened to one hour by the site manager/supervisor.

4. Aides and Paraeducator Personnel
   The nature of the work of an Aide and a Paraeducator shall determine the normal schedule. Aides and Paraeducators shall be informed of their respective schedules at the time of employment by the Human Resources Division and of any subsequent changes by the immediate supervisor.

5. Nutrition Services Personnel
   Working schedules are determined by the guidelines approved for establishing nutrition services allocations. The nutrition services manager will provide the time schedule for each nutrition services employee, which will include a one-half hour lunch period.

6. Clerical Personnel
   Working schedules are determined by the guidelines and procedures approved for establishing clerical allocations. Base schedule, forty (40) hours per week, regular Monday through Friday working schedules; however, the nature of the work and assignment location shall determine the working schedule which may require less than forty (40) hour work week.

C. Rest Periods/Breaks
All employees shall be allowed a rest period if their regular daily schedule calls for four (4) hours or more of continuous work. Rest periods may be flexible, but shall generally be consistent with the following recommended schedule:

Daily Hours Worked	Suggested Rest Periods		
	1st	2nd	3rd
10 hours	15 minutes	15 minutes	15 Minutes
8 hours	15 minutes	15 minutes	
7.5 hours	15 minutes	10 minutes	
7 hours	15 minutes	10 minutes	
6.5 hours	10 minutes	10 minutes	
6 hours	10 minutes	10 minutes	
5.5 hours to 4 hours	15 minutes		

ARTICLE VIII: COMPENSATION

A. Salary Schedule
The salaries of employees covered by this agreement are set forth in the salary schedule in Appendix A which is attached to and incorporated into this agreement.

B. Salary Range
An individual employee of the Wichita School System will be placed on a range as identified in the Board-approved Classified Personnel Classification Plan. The exact step on the range will be determined by the Division of Human Resources after consideration of the individual's prior work, education and/or training.

C. Salary Steps
Increment or step increases are included in the wage and salary schedule to recognize changes in responsibility based upon assignment and to reward length of service.

D. Step Movement
Employees who began service prior to January 1, of the current year, shall normally advance one step on the salary schedule on July 1. Any employee, who on July 1 is on a disciplinary probation or Plan of Assistance, shall not advance on the salary schedule. Upon successful completion of a disciplinary probation or Plan of Assistance the employee is be eligible for step movement, that will be prorated from the date of completion of the disciplinary probation or Plan of Assistance, if employed prior to January 1st, of the current calendar year.

E. Certificates
Certain employees, due to the nature of their jobs, are required to qualify for and obtain certificates from the City of Wichita or governmental bodies. In such instances, the Board shall compensate full-time individuals having such a certificate which is recommended for reimbursement according to the following categories:

Architectural State Registration, Main	$300/mo.
Architectural State Registration, back-up	$150/mo.
Asbestos Program Manager	$200/mo.
Asbestos Management Planner	$100/mo.
Asbestos Inspector	$50/mo.
Asbestos Supervisor Class II	$35/mo.
Asbestos Worker Class I	$20/mo.
ASE (automotive) certificate, any 1 area	$60/mo.
ASE (automotive) certificate, any 2 areas	$80/mo.
ASE (automotive) certificate, any 3 areas	$100/mo.
ASE (automotive) certificate, any 4 areas	$120/mo.
ASE (automotive) certificate, any 5 areas	$140/mo.
ASE (automotive) certificate, any 6 areas	$160/mo.
ASE (automotive) certificate, any 7 areas	$180/mo.
ASE (automotive) certificate, any 8 areas	$200/mo.
Cement	
Contractor License	$100/mo.

Contractor License back-up	$75/mo.
Commercial Drivers License/Class B	$20/mo.
Commercial Drivers License/Class A	$40/mo.
HAZMAT	$60/mo.
Contractor, General, Main	$250/mo.
Contractor, General, back-up	$150/mo.
Drainlayer	
Masters Certificate	$100/mo.
Masters License back-up	$75/mo.
Drone License	$100/mo
Electrical	
Masters License	$200/mo.
Masters back-up	$150/mo.
Journeyman	$100/mo.
Fire Alarms	
NICET II, Main	$300/mo.
NICET II, back-up	$200/mo.
NICET I, Main	$100/mo.
Fire Extinguishers (portable)	
Class RB state certification-NAFED, Main	$150/mo.
Class RB state certification-NAFED, back-up	$100/mo.
Heating	
Masters Main	$200/mo.
Masters back-up	$150/mo.
Journeyman	$100/mo.
Mechanical	
Masters License Main	$200/mo.
Masters back-up	$150/mo.
Journeyman	$100/mo.
Metals, General	
Masters Main	$200/mo.
Masters back-up	$150/mo.
Journeyman	$100/mo.
Nuisance Wildlife Control Permit	$40/mo.
Pest Control, 7A-E Main	$200/mo.
Pest Control, 7A-E back-up	$150/mo.
Playgrounds, Main	$200/mo.
Playgrounds, back-up	$150/mo.
Plumbing	
NICET II, Main	$300/mo.
NICET II, back-up	$200/mo.
NICETT III, Main	$300/mo.
NICETT III, back-up	$200/mo.
Masters License	$200/mo.

Masters back-up	$150/mo.
Journeyman	$100/mo.
Professional Engineer License (Electrical)	$150/mo.
Professional Engineer License (Mechanical)	$150/mo.
Roofing License back up D	$100/mo.
Welder certificate	$100/mo.

Such payment shall be consistent with the procedures which have been set down in Board policy for payment for special certificates. Part-time employees will receive a prorated amount.

F. Professional Development Program (PDP)
Full-time service employees who qualify may complete the requirements for the Professional Development Program (PDP) certificates awarded by the School Nutrition Association. Upon receipt in the Human Resources Division of proof of such certification and approval by the Director of Nutrition Services, qualified employees will receive the following compensation. Part-time employees will receive a prorated amount.

SNA Certification Level 1	$25.00/mo.
SNA Certification Level 2	$50.00/mo.
SNA Certification Level 3	$75.00/mo.
SNA Certification Level 4	$100.00/mo.

A Career Ladder Committee shall consist of three (3) A through Jc employees appointed by the Union President~~-~~ and three (3) management employees appointed by the Director of Nutrition Services. The Committee shall ~~meet~~meet, and report as needed by management or the union.

G. Clerical Professional Growth Program (CPG)
Full-time clerical employees who qualify for and complete the requirements for the Clerical Professional Growth Program (CPG) approved by the Human Resources Division will receive the following compensation:

Level 1:	$30 per month
Level 2:	$50 per month
Level 3:	$70 per month

Clerical employees who qualify for additional pay through the Clerical Professional Growth must begin on Level 1, and may only move up one level per CPG opportunity.

H. Documentation of Job/Career Training
Employees are responsible for submitting evidence of job or career-related training to their immediate supervisor who shall forward such material to the Human Resources Division for placement in their respective personnel files.

I. Shift differential
Full-time classified employees placed on Ranges A through Jc shall be paid fifty cents (50¢) shift differential pay per hour for each hour of their regular working schedule which occurs later than 6:00 p.m. but earlier than 6:00 a.m.

J. Spray -Paint/Clean up
An additional seventy-five cents (75¢) per hour is paid to eligible employees when assigned to spray -painting and ~~spray painting~~spray -painting clean-up work.

K. Sandblasting/Clean up
An additional one dollar ($1.00) per hour is paid to eligible employees when assigned to sandblasting and sandblasting clean-up work.

L. Differential Pay
An additional seventy-five cents (75¢) per hour will be paid to eligible employees in the Facilities Division and Operations Division areas when working conditions are identified by the employees as justifying such differential pay and when the need is verified by the supervisors. These working conditions will also involve verified working time spent in the nutrition services coolers and freezers.

M. Premium Pay
All classified staff will receive $0.50 per hour premium pay for permanently assigned work at the following locations: Gateway Alternative Program, Greiffenstein ~~Alternative Elementary School,~~- Wells Alternative Middle School, Bryant Opportunity Academy, and Sowers Alternative High School.

N. Pitch
An additional one dollar twenty-five cents ($1.25) per hour shall be paid to eligible employees when working with pitch.

O. Pesticides
An additional one dollar ($1.00) per hour shall be paid to eligible employees when working with pesticides.

P. Asbestos
Employees who are required to have an Asbestos Class I or Class II certificate, and employees who have received a minimum of 16 hours of asbestos training and are identified and required by the appropriate administrator to wear the protective garb and respirator, shall be paid an additional one dollar seventy-five cents ($1.75) per hour for a minimum of 2 hours when working with asbestos.

Q. Medium Density Fiberboard (MDF) is an engineered wood. Employees who are required to work with MDF are required by the appropriate administrator to wear the protective garb and respirator. To be eligible to receive the one dollar seventy-five cents ($1.75) per hour, an employee must work a minimum of 2 consecutive hours when working with MDF.

R. Paid Holidays

Paid holidays covered by this agreement are shown in Article X and are included in determining the number of paid working days in a pay period for computing fractional or part-time work by employees.

S. Longevity

Permanent classified employees who work twenty (20) hours or more per week are eligible for longevity payment if they meet the requirements set forth in Article VIII Section S3. Classified employees who are eligible for longevity during 202~~0~~1-202~~1~~2 will be paid by ~~January 29~~November 30, 2021. (See Timeline for Determining Percentages.) Notwithstanding anything to the contrary herein, classified employees who completed ten (10) years of employment with the Board on or before July 1, 202~~1~~2, will not advance to receive a longevity payment for the 202~~1~~2-202~~2~~3 school year and thereafter.

1. Determination

   An employee's longevity shall be determined by counting the years of continuous service as an employee of Unified School District 259 in any position which is permanent and requires a working schedule of twenty (20) hours or more per week.

2. Discontinuance of Employment

   Any discontinuity in employment, regardless of length, shall result in full loss of longevity. In the event that a former employee, terminated as a result of reduction in force, is reemployed within two (2) years of the date of termination, then the period of unemployment shall not be regarded as a discontinuity in employment for the purpose of determining eligibility for a longevity payment. However, the period of unemployment shall not be counted in determining such eligibility.

3. Years of Service

   Classified employees on Ranges A through Jc of the Classified Salary Schedule shall qualify for longevity payments according to the following schedule:

10 to 19 years	3% of July 1 base salary
20 to 29 years	7% of July 1 base salary
30 or more years	11% of July 1 base salary

4. Timeline for Determining Percentages
   The percentages specified in item three (3) above shall be applied to the employee's base salary as of July 1 excluding all licenses, certificates, differentials, overtime, etc., and shall not be affected by any increases due to a reclassification or adjustment occurring after July 1.

   To be eligible for a particular longevity category in item three (3) above, an employee must have started that number of years of continuous service on or before July 1.

5. Longevity Payment Schedule
   All longevity payments shall be made in November in accordance with regular payroll procedures and shall be subject to all applicable deductions. Any employee whose employment terminates prior to November 15 shall receive no part of any longevity payment.

T. Mileage
   Classified employees who are required to drive their own automobiles in connection with their employment shall be compensated at a rate per mile established by the Board of Education at the beginning of the fiscal year. Compensation shall be in a manner consistent with procedures established by the Business Services.

U. Custodial Building Maintenance Program
   Full-time custodial employees paid on Ranges A through Jc who successfully complete a Custodial Building Maintenance program will receive a Certificate of Proficiency awarded by the Wichita Public Schools and $40.00 per month. Employees earning a Masters Certificate issued by the Wichita Public Schools will receive $70.00 per month. Employees are responsible for submitting evidence of training to their immediate supervisor who shall forward such materials to the Human Resources Division for placement in their respective personnel files. Head custodians who held the position prior to July 1, 2012, will be grandfathered in regarding Master Certificate at their current base location, unless they move to a new location. All other head custodian positions after July 1, 2012, will require the Master Certificate, subject to Paragraph Y of this Article.

   The above certificates are issued for two or five years and can be renewed after expiration if the holder has attended at least one class during the life of the certificate. Part-time employees will receive a prorated amount.

V. Paraeducators
   1. In-service
      Paraeducators who volunteer to attend ~~inservice~~in-service and are approved to attend will receive their regular hourly rate of pay up to but not exceeding the amount teachers receive per hour.

   2. Newly Hired Paraeducators

The Board of Education will provide a mandatory twelve (12) hour training program for ~~newly-hired~~newly hired paraeducators.

3. Community Based Instruction
   An additional $30.00 per month for ten (10) months will be paid to eligible special education paraeducators who drive their own car in transporting students in the ~~community based~~community-based program.

4. Classroom Supervision Compensation
   Paraeducators who supervise a classroom or classrooms when a certificated teacher for the classroom is absent from school and when there are no other certified or substitute staff present in the classroom shall receive an additional five dollars ($5.00) per hour for providing such supervisory services. The right to direct the work in Article III applies to this paragraph.

5. Career Ladder (Paraeducators and Health Room Assistants)
   Paraeducators and Health Room Assistants who have met all requirements and who have not been placed on a disciplinary probation or Plan of Assistance will move on the Career Ladder, subject to Paragraph Z of this Article. Upon successful completion of the disciplinary probation or Plan of Assistance the employee would be eligible for career ladder movement from the date of completion.

W. District Sponsored In-service
   Classified employees who are released to attend district sponsored ~~inservice~~in-service activities and are being paid a wage will be allowed to use that time, if approved by Superintendent, Chief Human Resources Officer or designee, to advance on a career ladder or receive compensation for certificates or required licenses.

X. Nutrition Services Uniforms Allowance
   Nutrition services personnel~~,~~ who are required to wear uniforms~~,~~ will receive ~~maximum annual~~a ~~clothing~~ uniform allowance of ~~150.00~~$36 per scheduled hour to purchase designated shirts, pants, ~~and~~ sweatshirts, and/or jackets for the 2021-22 school year only. ~~Funds will be available for use after January 1, 2021, subject to funds to being available as determined by the Division Director of Operations. Clothing Allowance must be spent no later than May 15, 2021.~~In addition, Drivers and Warehouse personnel will have the opportunity to use their uniform allowance to purchase rain/cold weather gear. Uniform allowances pursuant to this subsection X shall be disbursed ~~Funds will be available for use~~ on, or near September 1, 2021. Uniform allowance must be spent no later than May 1, 2022.

Commented [JG1]: Is this supposed to be in here? Sean was excited to see this. He can't wait to go door-to-door. This will fulfill his lifelong dream of becoming a bail bondsman! ☺

Y. Extended Years Schools
   Nutrition services employees, paraeducators, aides, and library clerks who are employed at an extended year school and who work at least 210 days shall receive the same benefits as do 220-day employees, except they shall not receive vacation benefits.

Z. Career Ladder Advancement and Certificate/License Compensation

For the 202~~0~~1-202~~1~~2 contract year only, in order to be paid for Career Ladder Advancement, all eligible employees must submit documentation to Human Resources by ~~November 1~~September 1, 202~~0~~1. Eligible employees will not be entitled to retroactive compensation for years prior to 202~~0~~1. Notwithstanding anything to the contrary herein for classified employees, there will be no advancement on career ladders (including Paraeducators) for the 202~~1~~2-202~~2~~3 school year and thereafter.

Increases in compensation will be considered for certificates or licenses awarded for the 202~~0~~1-202~~1~~2 school year if a special license is required for movement from one position to another position. SSC workers who are required to hold more than one certificate for their current position will be compensated for all certificates required for their current position. A list of the certificates can be found in Article VIII of the negotiated agreement.

ZZ. 2021-2022 Lump Sum Bonuses

A 2% one-time, lump sum bonus will be paid to each eligible member of the bargaining unit who is actively employed by the District as of 8/16/21 who also worked for the District during the 2020-21 school year in a position covered under this agreement. The bonus will be calculated on wages paid between July 17, 2020 and July 2, 2021 (26 paychecks) and will exclude longevity earnings. If agreement is ratified and approved by the BOE on 7/26/21, the bonus ~~could~~shall be paid by 8/31/21. New hires for the 2021-22 school year ~~would~~will not be eligible for this bonus. Any employee on LOA for the entire 2020-21 school year is not eligible for this bonus.

A second 2% one-time lump sum bonus will be paid to each eligible member of the bargaining unit who is actively employed by the District as of 5/26/22, including employees on Short-Term Disability and/or FMLA. This one-time, lump sum bonus will be calculated on wages paid between July 2, 2021 and June 17, 2022 (26 paychecks) and will exclude longevity earnings. This bonus ~~would~~shall be paid on 6/17/22. Any employee on LOA for the entire 2021-22 school year is not eligible for this bonus.

ARTICLE IX: OVERTIME AND HOLIDAY PAY

A. Holiday Pay Rates

Employees who are required to be on duty on holidays observed by the Board will receive premium pay. Employees shall receive hourly rates as follows:

1. Two (2) times their regular hourly rate plus the Board-paid holiday rate, if eligible, for work required on the days listed in Article X, A. If employees are called back to work at any time other than their regular working schedule, such employees will be paid three (3) times their regular hourly rate for all hours worked on national Board-approved holidays which fall on Monday through Friday, unless the employees at their own option choose to report other than during regular working hours. If employees are called back to work during the above days, and during their regular working schedule, the employees will receive two

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(2) times, their regular hourly rate plus Board-paid holiday rate, if eligible, for work required during their regular assigned shift.

2. One and one-half (1½) times their regular hourly rate plus the Board-paid holiday rate, if eligible, for work required on the days listed in Article X, B.

B. Sunday Pay
Employees called back to work on Sunday shall earn two (2) times their hourly rate, unless Sunday is a Board-recognized national holiday, in which case the employees shall be paid three (3) times their hourly rate.

C. Saturday Pay
Employees called back to work on a Saturday which is not a holiday shall receive one and one-half (1½) times their regular hourly rate provided the employees have been in pay status (a 40-hour work schedule) prior to the Saturday assignment.

D. Excess of Forty (40) Hours (Overtime)
Employees shall be paid one and one-half (1½) times their regular hourly rate for all assigned hours exceeding a forty (40) hour work week (40 hours in pay status) which are assigned during Monday through Friday and are not identified in A, 1 or A, 2 above.

E. Call Back to Duty
A "call back" to duty shall be considered not less than two (2) hours' work performed. Employees called to work under special circumstances, such as snow removal, will be allowed to work overtime and a regular shift.

F. Major Emergency Work
In cases of major emergency work, designated employees will be paid according to the stipulations set forth in the Board policy entitled "Major Emergency Work."

G. Determination of Eligibility for Overtime Work
All earned or accrued leaves of absence with pay and paid holidays will be credited as time worked in determining eligibility for overtime pay.

H. Opportunity for Overtime Work
All qualified classified employees shall be given an equitable opportunity for overtime work. All employees who are qualified to perform an overtime assignment shall be rotated in overtime assignments as evenly as possible. The distribution of overtime shall be the responsibility of the administrator or supervisor of the work to be done. Employees shall keep the administrator or supervisor informed concerning their availability for overtime work. In the event a qualified employee is not available on a voluntary basis for necessary overtime work, the supervisor may appoint an employee to fill the overtime assignment. A list shall be maintained by the supervisor showing such assignments.

I. Planning and Notification of Overtime Work

Supervisors are responsible for planning work assignments and will inform the employee at least one day in advance when overtime is required, unless an emergency situation occurs, and in the emergency situation an attempt should be made to inform the employee as soon as possible.

J. Authorization of Overtime Work
Final determination in the authorization of overtime work and personnel selected is the responsibility of the appropriate administrator, building principal, Division Director, Facilities, or their designated representative.

ARTICLE X: HOLIDAYS

A. Board Recognized National Holidays
The calendar adopted by the Board recognizes certain national holidays. For 202~~0~~1-202~~1~~2, these days are as follows:

Independence Day
Labor Day
Veteran's Day
Fall Recess
Winter Recess
New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day

B. Other Board Recognized Holidays
The calendar adopted by the Board designates certain other days as holidays. For 202~~0~~1-202~~1~~2, these days are as follows:

Friday following Thanksgiving
Christmas Eve
New Year's Eve
Spring Break

C. Rate of Holiday Pay
Full-time employees shall be paid their regular daily rate for their normal shift assignment for the above holidays provided they are in pay status (except personal business) or have an approved request for absence on the day before and the day following paid holidays.

D. Nutrition Services Employees
Nutrition Services employees shall have ten (10) paid holidays. For 202~~0~~1-202~~1~~2, these days are as follows:

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Fall Recess (2 days)
Winter Recess (3 days)
New Year's Holiday (1 day)
Martin Luther King, Jr. Day (1 day)
Spring Recess (3 days)

The Director of Nutrition Services may adjust holiday work schedules to meet the needs of the nutrition services program, and any such adjustments shall not make any affected employee eligible for overtime pay.

E. Clerical Employees
Clerical employees shall have paid holidays according to the following working schedule:

1. Schedule of 220 day, 225 day, and 230 day:
Clerical Employees who work the 220 day, the 225 day, and the 230 day schedule shall have twelve (12) paid holidays. For 202~~0~~1-202~~1~~2, these days are as follows:

Labor Day (1 day)
Veterans Day (1 day)
Fall Recess (2 days)
Winter Recess (2 days)
New Year's Day (1 day)
Martin Luther King, Jr. Day (1 day)
Spring Recess (3 days)
Memorial Day (1 day)

2. Schedule of 260 day
Clerical Employees who work the 260 day schedule shall receive the same paid holidays as identified in Section A and B.

F. Other Selected Individuals
Paraeducators, parent involvement workers, library clerks and other selected individuals will work the same calendar as teachers. In addition, paraeducators and library clerks may leave at the end of one-half day (3.5 hours) at the end of each grading period on days when teachers are required to provide grade reports (i.e., non-teaching duty days). Paraeducators and library clerks will be paid at their regular hourly rate of pay for hours beyond one-half day (3.5 hours) not worked on such days which, if worked, would be within their normal shift assignment. They shall have ten (10) paid holidays. For 202~~0~~1-202~~1~~2, these days are as follows:

Fall Recess (2 days)
Winter Recess (3 days)
New Year's Day (1 day)
Martin Luther King, Jr. Day (1 day)
Spring Recess (3 days)

The calendar adopted by the Board may be altered at the discretion of the Board or Administration.

ARTICLE XI: VACATIONS

A. Eligibility

Vacation with pay is granted to full-time classified personnel employed in positions requiring a 260, 230, 225, or 220 day working schedule.

1. Schedule of 260 Day

   A minimum of ten (10) days and a maximum of twenty (20) days paid vacation is granted based on continuous years of employment for personnel working the 260 day schedule.

2. Schedule of 230 Day

   A minimum of seven (7) days and a maximum (12) days paid vacation is granted based on continuous years of employment for personnel working the 230 day schedule.

3. Schedule of 225 Day

   A minimum of six (6) days and a maximum of eleven (11) days paid vacation is granted based on continuous years of employment for personnel working the 225 day schedule.

4. Schedule of 220 Day

   A minimum of five (5) days and a maximum of ten (10) days paid vacation is granted based on continuous years of employment for personnel working the 220 day schedule.

B. Vacation Accrual Dates

The date for determining vacation eligibility is the anniversary date of employment for each full-time employee. Vacation credit shall be accrued and earned on a monthly basis based upon an employee's working schedule set forth hereafter. An employee is eligible to use ~~accrued vacation~~accrued vacation days once earned, except, new employees shall not be eligible to use accrued vacation days until they have satisfactorily completed their three month probationary period. A new employee will not be eligible for vacation pay or credit if the new employee is terminated prior to satisfactorily completing their three (3) month probationary period.

Hours of Vacation Accrued per Month Based on Years of Service				
Months of Service	220-Day	225-Day	230-Day	260-Day
1 to 36	3.33	4.00	4.67	6.67

37 to 48	4.00	4.67	5.33	7.33
49 to 60	4.00	4.67	5.33	8.00
61 to 72	4.67	5.33	6.00	8.67
73 to 84	4.67	5.33	6.00	9.33
85 to 96	5.33	6.00	6.67	10.00
97 to 108	5.33	6.00	6.67	10.67
109 to 120	6.00	6.67	7.33	11.33
121 to 132	6.00	6.67	7.33	12.00
133 to 144	6.00	6.67	7.33	12.67
145 and over	6.67	7.33	8.00	13.33

C. Approval of Vacation

The responsibility for approval of an individual's vacation schedule rests with the building level supervisor who signs payroll forms for that building to which the employee is assigned. ~~Vacation approval~~Vacation ~~for~~approval ~~custodians~~for custodians building engineers, site maintenance workers, and nutrition services workers who earn vacation should be shared with the respective School Service Center supervisor, when appropriate, in order to provide substitutes if needed. Approval of vacation for building engineers must be shared with the supervisor of Building Equipment and Grounds. If an individual's request for vacation is denied, the supervisor must give a written reason why the request is denied.

1. Carryover of Vacation

   All vacation accrued between anniversary dates of any given year shall ordinarily be scheduled and taken prior to the employee's anniversary date of the following year. While the "carrying over" of vacation is discouraged, an employee may carry over vacation days beyond June 30 of each year to a maximum of forty (40) days.

2. Maximum Days Allowed

   The maximum allowable number of vacation days that may be scheduled at any one time shall be the total number of days that an employee will earn between the anniversary dates of the year the vacation is taken.

3. Minimum Units of Vacation Allowed

   Absences chargeable to vacation time for employees paid on ranges A through Jc shall be in units no smaller than one-quarter hour.

D. Severance Pay

All earned vacation credit up to a maximum of twenty (20) days is paid upon separation from employment and is computed on the basis of the current salary. At the discretion of the Administration, employees who move to a shorter work year may be paid for some or all of their accumulated unused vacation days.

E. Holiday During Vacation

Holidays will not be charged against an employee's vacation time when they occur during regularly scheduled vacation periods.

F. Working During Vacation

Employees are not allowed to work for the Board during their scheduled vacation time and receive additional pay for such time worked. Any exceptions, due to an emergency situation, must have prior approval of the appropriate administrator or supervisor.

G. ~~Fall/~~Winter/ Spring Breaks

Classified employees who work the 220, 225, or 230 day schedule will be allowed, when approved by their supervisor, to use up to five (5) earned vacation days during winter and/or spring breaks on non-work non-paid days (excluding weekends), provided request for vacation is made a minimum of twenty (20) days in advance. Utilizing these days (~~fall,~~ winter~~,~~ or spring break) as workdays is not an option. Those using this choice would work fewer days on the end of their work schedule depending on the number of vacation days used during the holiday period. No overtime or extra time will be allowed at the end of the schedule to perform the work. Total number of days on the work schedule will not change.

ARTICLE XII: EMPLOYMENT BENEFITS

A. Medical and Dental Benefits

1. The Plan

a) The Board will offer employees a base medical and a base dental plan with no additional employee paid premiums other than: premium without wellness discount, tobacco/nicotine user premium, working spouse premium, and part-time employee premium (0.75-0.99 FTE), as further described below. The Board provided medical and dental plans shall provide coverage for employees and eligible dependents, if any, in accordance with the terms, conditions and exclusions of the Board provided group medical and dental plans. Changes in these Board provided medical and dental plans will normally be effective on January 1 of any year and only with the involvement of the Union. At its discretion, the Board may offer additional medical and dental plan options with employee-paid premiums, through payroll deduction, that will be in addition to the premiums further described below.

b) The medical and dental plans will begin January 1 and will end December 31 of each year.

2. Eligibility

a) Employees who are employed in a position for 30 hours or more per week are eligible to participate in the Board provided group medical and dental plans. The employees' participation will be governed by the Health Plan Document.

b) Employees who were employed for at least 20 hours but less than 30 hours per week as of August 1, 2014, and who are currently receiving Health Plan benefits ("Grandfathered Employees") will also be eligible to participate in the Health Plan ("Grandfathered Employees"). An employee whose Grandfathered Status ends will no longer be eligible to participate in the health plan. The employee's removal from participation in the health plan will be governed by the Health Plan document.

c) To be eligible to participate in the Board group medical and dental plans, all employees will be required to enroll during open enrollment or within 31 days of hire. Employees who do not enroll, or decline through the enrollment process, will be automatically enrolled in the employee only base medical plan without the wellness discount and the employee only base dental plan.

3. Board Contribution

a) The Board will contribute $690 per month, all of which will be used to partially fund the Medical and Dental Plan, for every employee who is eligible to participate in the Health Plan under this Article XII, Section A

b) The Board shall continue to pay its contribution for any eligible employee who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of the commencement of the total disability. All actions and decisions under the medical and dental plans shall be made in accordance with rules and regulations established by the Administration.

4. Premiums/Payroll Deductions

a) Effective January 1, 2018, classified employees and their spouses shall agree to a payroll deduction as set in the table below unless the employee and/or spouse qualify for a wellness premium discount:

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Employee Without Wellness Discount	$46.15	$60.00	$100.00	$1,200.00
Spouse Without Wellness Discount	$46.15	$60.00	$100.00	$1,200.00
Both Without Wellness Discount	$92.30	$120.00	$200.00	$2,400.00

*These premiums do not apply to dependent children; actual monthly deduction may vary based on pay calendar

The wellness premium shall be waived if the employee and spouse participate in wellness activities that equal 100 points each chosen by the employee and spouse from a list provided by Employee Benefits and Insurance Management and employee and/or spouse provide(s) proof of such participation through the online benefit enrollment system.

If non-tobacco/nicotine user is one of the wellness points selected for the current plan premium credit, the employee and/or spouse will be subject to audit and confirmation testing. If the test has a positive result, the employee and/or spouse will be disqualified from receiving the wellness discount and will be subject to paying the annual tobacco premium. The payroll deduction for a positive test result or refusal to be tested shall equal the annual tobacco premium, averaged between the date of the first payroll deduction after the employee and/or spouse refuses a test or is found to be positive for tobacco/nicotine use and the last payroll deduction paid in December of the year the payroll deduction is begun. Wellness points earned between September 1st and August 31st apply toward the wellness premium discount for the following plan year..

Wellness points earned between September 1 and August 31 will apply toward the wellness premium discount for the following plan year, January 1 to December 31. Proof of completed wellness points will not be accepted or applied toward the premium discount after the close of benefits enrollment, except as outlined below:

1. For the 2021 plan year only, employees and their spouses will not be required to provide proof of wellness points completed between September 1, 2019 and August 31, 2020The payroll deductions for premium without wellness discount for failure to earn 100 wellness points will not be in effect. All employees and their spouses will receive the wellness premium discount in the 2021 plan year.

For the 2022 plan year, wellness points completed between September 1, 2020 and August 31, 2021, will be applied toward the wellness premium discount. Employees and their spouses who do not earn 100 wellness points will not receive the wellness premium discount in the 2022 plan year. The payroll deductions required for premium without wellness discount for failure to earn 100 wellness points will be in effect. ~~Wellness points earned between September 1 and August 31 apply toward the wellness premium discount for the following plan year except as outlined below:~~

~~1. For the 2020 plan year, wellness points completed between September 1, 2018 and August 31, 2019 will apply toward the wellness premium discount for the 2020 plan year.~~

~~2. Starting in the 2020 plan year, proof of wellness points completed September 1 through August 31 will not be accepted or applied toward the premium discount after the close of benefits enrollment.~~

~~3. For the 2021 plan year only, employees and their spouses are not required to complete wellness points between September 21, 2019 and August 31, 2020, and the payroll deductions for premium without wellness discount for failure to earn 100 wellness points will not be in effect.~~

~~4. For the 2022 plan year, wellness points completed between September 1, 2020 and August 31, 2021, will be applied toward the wellness premium discount, and the payroll deductions required for premium without wellness discount for failure to earn 100 wellness points will be in effect.~~

Proof of completed wellness points will not be accepted or applied towards the premium discount after the close of benefit enrollment.

b) Employees whose spouses have access to group medical insurance who choose to utilize the Board provided group medical and dental plans to provide coverage for the employee's spouse shall agree to a payroll deduction of $200 per month, or $2400 per year, beginning January 1, 2017 and thereafter. However, such employees who work less than a 12 month assignment shall agree to a payroll deduction equal to $2,400 per year pro-rated for the length of their assignment.

Employees with a spouse shall sign a certified statement verifying whether or not their spouse has access to group medical insurance.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Working Spouse	$92.31	$120.00	$200.00	$2,400.00

c) Effective January 1, 2017, a permanent employee who is employed 30 or more hours and less than 40 hours per week in a primary benefited position shall agree to a payroll deduction of $40 per month. However, such employees who work less than a 12 month assignment shall agree to a payroll deduction of $480 per year prorated for the length of their assignment. For the 2016 health plan year only, the $40 per month part-time premium will be waived for eligible employees who are .75 FTE to .99 FTE. Grandfathered Employees, defined under Article XII, Section A, who are less than .75 FTE will continue paying the $40 monthly premium for the health plan.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Part Time Premium	$18.46	$24.00	$ 40.00	$ 480.00

d) An employee who is a tobacco/nicotine product user shall agree to pay the annual tobacco premium.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**

Employee tobacco user	$46.15	$60.00	$100.00	$1,200.00
Spouse tobacco user	$46.15	$60.00	$100.00	$1,200.00
Both tobacco users	$92.30	$120.00	$ 200.00	$ 2,400.00

However, such employees who work less than a 12 month assignment shall agree to a payroll deduction equal to the annual tobacco premium, prorated for the length of their assignment. To be eligible to participate in the Board medical plan, an employee whose spouse is a tobacco/nicotine product user who participates in the Board health insurance plan shall agree to pay the annual tobacco premium. However, such employees who work less than a 12 month assignment shall agree to a payroll deduction equal to the annual tobacco premium, prorated for the length of their assignment. Employees shall sign a certified statement verifying whether or not they are tobacco/nicotine product users and whether or not their spouse who participates in the Board health insurance plan is a tobacco/nicotine product user.

A tobacco/nicotine product user is a person who uses a tobacco/nicotine product or products four or more times per week within no longer than the past 6 months and includes cigarettes (including electronic cigarettes), cigars, pipes, and any form of chewing tobacco. The term tobacco/nicotine user does not include for religious or ceremonial use or when prescribed or recommended by a physician or in conjunction with smoking cessation treatment. Physician documentation would be required.

5. Cash Option

   a) Eligible employees who provide evidence of other medical coverage as required by the Affordable Care Act may enroll in a cash option in lieu of participation in the base or buy-up medical plans. Eligible employees enrolled in the cash option shall be paid $1,200.00 per year pro-rated for the length of their assignment subject to applicable payroll deductions.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Cash Option	$46.15	$60.00	$ 100.00	$ 1,200.00

B. Severance Pay Benefits

1. Death, Retirement, Honorable Resignation

   An employee who dies or who retires or resigns honorably after reaching age fifty-five (55) years or five (5) years in the employ of the Board shall be eligible for a severance payment.

2. Termination
   An employee with 15 or more years of service with USD 259 who is terminated (other than for suspected criminal activity) may have ~~his/her~~their individual case reviewed through the grievance procedure. The parties to the grievance may allow the employee to voluntarily resign rather than involuntary termination, and if allowed, the employee will receive severance pay, if otherwise eligible. As a condition of allowing the discretionary severance payment, the employee must agree to settle and discontinue ~~his/her~~their grievance and additionally waive any other individual right or rights ~~he/she~~they may have against any officer, manager, supervisor, or employee of USD 259 arising out of ~~his/her~~their termination. The employee who is allowed to self-terminate under the above conditions will sign a Personnel Action Request with the remark "not eligible for rehire" in the comment section.

3. Computation and Rate of Severance Pay
   The amount of the severance payment for which the employee is eligible shall be computed by multiplying the sum of the number of unused temporary leave hours which the employee has accumulated plus the number of unused vacation hours which the employee has accumulated in excess of the number which he/she is still eligible to take by $3.75 per hour.

   For those employees paid by the hour the severance payment will be computed by multiplying the accumulated hours by $3.75 per hour. The severance payment shall be made to the eligible employee in accordance with regular payroll procedures and shall be subject to all applicable deductions.

4. Exceptions
   Any employee who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.

C. Group Life Benefits
   The Board shall provide group term life coverage with individual limits of $30,000 for all permanent employees who work twenty (20) hours or more per week. Any increase in coverage shall not be effective until the employee reports for work.

D. Short Term Disability Benefits
   The Board shall provide short-term disability benefits as set forth in the short term disability summary plan description.

   1. Rate of Benefits and Waiting Period

Short term disability benefits for disabilities resulting from non-occupational illness or injury, shall be paid at the rate of 70% of the employee's regular rate subject to all applicable deductions. Following the exhaustion of temporary leave, there is a five (5) day waiting period before short term disability benefits begin. The five (5) day waiting period will be waived for absences greater than thirty (30) consecutive calendar days and short term disability payments shall be paid retroactively.
(See also Temporary Leave.)

2. Single Disability
   A single disability for a period of 180 calendar days is defined as a single absence. Under no circumstances will short term disability benefits be paid in excess of 180 calendar days from the date of disability.

3. Exceeding 180 Days Absent
   If the employee cannot return to work on or before the 181st calendar day of absence, the employee will be terminated or placed on leave of absence from the district, if eligible.

4. Recurrence of Disability
   For the recurrence of a disability to be considered a new disability, the disability will be subject to a new waiting period and required independent medical evaluation designated by Employee Benefits and Insurance Management. In addition, the employee must have returned to work for a continuous period equal to the period of absence or for thirty (30) consecutive work days. Short absences for reasons not related to the disability shall not be counted towards fulfillment of this requirement, but will not be considered an interruption thereof.

5. Second Distinct Disability
   If a second distinct disability occurs prior to the expiration of thirty (30) consecutive work days, the thirty (30) day work requirement may be waived by the Chief Human Resources Officer or designee.

6. Injury/Accident During Employment
   If subsequent to the commencement of short term disability benefits, it is determined that the illness or accident arose out of or in the course of employment, the employees compensation shall revert to worker's compensation disability payments and the employee's short term disability shall be reduced by any retroactive payment of workers compensation.

E. KPERS Benefits
   The Board shall participate in the Kansas Public Employees Retirement System in accordance with KSA 74-4931, et seq.

F. Worker's Compensation Benefits

The Board shall continue under the Kansas Workers Compensation Law to provide worker's compensation coverage for all employees. Employee benefits are defined in state statute and are subject to legislative and judicial changes. Current state statute will supersede any provisions contained in this agreement. Workers compensation covers injury and disease arising out of and in the course of one's employment. Benefits include medical expenses and disability payments when applicable. Job related accidents will be reported to the employee's supervisor, and both the Employee Report of Incident and Supervisor's Report will be forwarded to the Employee Benefits and Insurance Management office immediately but no more than 24 hours after the occurrence. Compensation and charge to temporary leave procedures are as follows:

1. Procedures:
   a. Injured employees will immediately report accidents to their supervisors and the Employee Benefits and Insurance Management office within 24 hours.

   b. Injured employees will take their doctors' work status report after each appointment to ~~his or her~~their supervisor.

   c. Injured employees will report in after each doctor visit to the Employee Benefits and Insurance Management office.

   d. If employees have questions concerning worker compensation benefits or procedures, they may call the Employee Benefits and Insurance Management office, or the claims advisory section of the Division of Workers Compensation (1-800-332-0353).

2. Disability Payments:
   a. A seven calendar day waiting period must be met before the disability payments begin. If the employee is off work for 21 consecutive days, the same statute requires the employer to pay retroactively the first seven (7) days of disability.

   b. The employee will receive $66^{2}/_{3}$ percent of ~~his or her~~their average weekly wage, subject to the state weekly maximum. This benefit is paid as long as the authorized treating physician certifies that the employee is temporarily, totally disabled.

   c. A job injury absence up to five days will be charged to the employee's accumulated temporary leave to the extent that temporary leave is available, such charge will be reinstated if the employee is authorized to be off work for 21 consecutive days.

   d. Use of vacation time to cover any part of any absence due to an on-the-job injury is not permitted.

e. If certified by the authorized treating physician, the Board will pay any permanent partial disability according to the formula provided by the state statute.

3. Medical Expense:
   a. Workers compensation will pay all medical expenses resulting from the job related injury and prescribed by the authorized treating physician. Kansas state statute allows the Board to direct the medical care of its injured employees.

   b. Injured employees will receive care from authorized doctors and will return a work status form from the doctor after each appointment to his or her supervisor.

   c. State statute provides a limited amount for the employee to use at ~~his or her~~their discretion for a second opinion or treatment.

G. General Liability Coverage
   1. The Board shall provide commercial general liability coverage with a combined single limit of liability of at least $500,000 per occurrence and including employees of the district within this coverage.

   2. This coverage will include classified employees who transport pupils within the course and scope of their employment. However, a commercial general liability policy excludes coverage for automobiles. This reference to transport of pupils refers to the act of supervision of pupils. Employees' own automobile insurance shall be primary coverage for property damage, personal injury protection, and automobile liability protection. Board insurance shall provide secondary coverage only.

H. Unemployment
   The Board, under the Kansas Employment Law, shall provide unemployment compensation for all eligible employees.

I. Voluntary Early Retirement
   The Board will provide a voluntary early retirement program for classified employees who were hired prior to July 1, 1996. The substance and procedures of the program, and any changes thereto, are in each instance to be determined by the Board. Alterations shall not be applied retroactively to affect any retired employee receiving benefits from the program.

J. Flexible Spending
   The Board shall provide a Flexible Spending Account Plan established pursuant to Section 125 of the Internal Revenue Code which will allow voluntary payroll deduction. The substance and procedures of the Plan, and any changes thereto, are in each instance to be determined by the Board after consultation with the Union. The Plan shall include only dependent care assistance and non-reimbursed medical expenses. Health insurance

premiums will be deducted from wages on a pre-tax basis through the use of a Section 125 Cafeteria Plan.

K. Reassignment

Employees who are reassigned from one employee group to another will be subject to decisions by the Human Resources Division concerning temporary leave, longevity payments, and other conditions of employment. Such decisions shall be based on relevant provisions of various policies, procedures and employment agreements in addition to the past practices of the district and maintenance of equity among employees.

L. Personal Injury/Battery

Whenever employees are absent as a result of personal injury caused by battery arising out of or in the course of their employment and when investigation by the administration indicates that they have used reasonable judgment, they shall be paid their full salary less any other Board provided or State provided employee compensation or disability benefits for the period of such absence without having such absence charged to their accumulated temporary leave. Payment for such absence shall not extend beyond 180 calendar days.

M. Catastrophic Emergency Benefit Plan

The Catastrophic Benefit Pool was established to help employees recover ~~some of their used temporary leave days when~~payment for days they have ~~gone~~entered into deduct status after they have exhausted all their temporary leave and experience a major disaster declared by the President of the United States or a qualified medical emergency. The catastrophic event would need to be considered a qualifying Family Medical Leave event to be deemed a qualifying medical emergency.

1. The plan shall be established by allowing each benefited employee to contribute one (1) day of temporary leave into the plan. Those who wish to enroll in the Plan (those new to the district, those who wish to enroll for the first time, or those who went off benefits since they contributed a day) may do so ~~during the annual catastrophic open enrollment period~~at any time during the year. Those who have contributed a day in the past will NOT be allowed to do so again unless they went off benefits since they contributed the day or if in the future the hours drop low enough that the pool is required to be replenished.

2. All applicable temporary leave must be exhausted before individuals are eligible to apply for reinstatement of temporary leave days already deducted because of the catastrophe. Temporary leave must be in deduct and showing up as such on the PeopleSoft system before individuals are eligible. Employees who meet the criteria above shall be eligible to submit an application to draw on the pool up to twenty (20) days per contract year.

3. The Catastrophic Benefit Pool is not an option for people eligible for or receiving Worker's Compensation or Disability Compensation payments.

4. The plan shall be administered by Employee Benefits and Insurance Management. Disputes shall be resolved by the President of the Service Employees International Union or designee, the President of the United Teachers of Wichita or designee, and the Chief Human Resources Officer or designee.

N. BOE Carrier Options
Each benefit specified by this agreement may, at the Board's option, be provided by a Board selected carrier or by self-funding by the Board or any combination thereof. The Board may change from one carrier to another or to self-funding at any time. The specific coverage may be altered by the Board at any time so long as the coverage provided complies with the expressed terms of this agreement.

ARTICLE XIII: TEMPORARY LEAVE

A. Eligibility
Employees are eligible to accrue temporary leave days if they are working in a permanent position twenty (20) hours or more per week. Temporary leave days are computed on a common factor for all eligible employees based on one (1) day earned for every fifteen (15) days in pay status.

B. Accrual
Each employee who is eligible to accrue temporary leave days shall be granted the number of days to which he/she is entitled for a year on the first day that the employee reports for work on or after July 1. Temporary leave days will be prorated for any eligible employee ~~who works~~who works less than full time or who is hired after July 1. Temporary leave days granted shall be added immediately to the employee's accumulation. Probationary employees will not be granted any temporary leave days in advance of such days being earned.

C. Unused Temporary Leave
Unused temporary leave days shall be cumulative without limit.

D. Use of Temporary Leave
Accumulated temporary leave days may be used for:
1. Personal Illness, Injury, Incapacitation
Personal illness, injury, or incapacitation up to the maximum of the number of days the employee has accumulated. However, no employee may use temporary leave days for any single such disability beyond 180 calendar days from the first day of the disability. If the absence qualifies or will qualify for Short Term Disability and an employee will be absent six (6) or more consecutive work days, the employee must notify Employee Benefits and Insurance Management and provide medical documentation to Employee Benefits and Insurance Management within fourteen (14) calendar days of the onset of the absence. Employee Benefits and Insurance Management may require the ongoing verification of disability.

2. Spouse, Child, Parent
   Illness, injury, or death of the employee's spouse, child, or parent up to a maximum of fourteen (14) days per fiscal year. Up to eight (8) of these days may be used for illness, injury, or death of the employee's in-law, grandchild, grandparent, sibling, aunt, uncle, niece, nephew, any person having been regularly living in the employee's household, or in-law of the employee's spouse, child, or parent.

3. Personal Business
   Personal business up to a maximum of three (3) days per fiscal year by employees with less than twenty (20) years employment with the Board, and up to a maximum of four (4) days per fiscal year by employees with twenty (20) years or more employment with the Board. Temporary leave days for personal business shall be granted as long as regular work assignments can be carried on. However, temporary leave days for personal business shall not be used to extend vacation and/or to extend adopted Board approved holidays, conference release days, or non-working days. Personal business leave is provided for the employee who is confronted with serious and urgent individual or family problems, emergency situations, or legal demands which cannot be attended to at any time other than through the employee's duty day. Personal business leave may be used in the event of the illness or death of a friend or any other relative not identified as a member of the immediate family. Personal business leave is not provided for recreation or avocational activities. The employee is not required to give the specific reason or nature of the personal business but must state that it falls within the above definition. The immediate supervisor must be notified as soon as the employee knows of the need for personal business leave in order for the necessary arrangements to be made. Repetitive use of personal business leave without proper notice, normally at least 24 hours in advance, will be cause for review.

   a. One day of personal business leave may be used as a personal leave day by employees, as provided for in Article XIII, D, 3, (b), who do not accumulate vacation.

   b. A personal leave day taken in place of a personal business day shall be granted by the employee's supervisor as long as regular work assignments can be carried on. Employees are not required to give a specific reason to justify the taking of personal leave day. The immediate supervisor shall be notified as soon as the employee knows of the need for a personal leave day in order for the necessary arrangement to be made. In addition, employees shall file an Anticipated Absence Form of notification not later than twenty-four (24) hours in advance of taking a personal leave day. In cases of emergency, the supervisor may waive the twenty-four hours advance notice requirement. A personal leave day shall not be used during the first five or the last five days of the school year and shall not be used to extend board holidays, conference release days, non-working days, or designated ~~inservice~~in-service days. The restrictions set forth in the

preceding sentence do not apply to attending a graduation ceremony of the employee's child.

4. Temporary Active Duty
   Temporary active duty up to a maximum of fourteen (14) days per fiscal year. Leave for temporary active duty is provided the employee who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.

5. ~~Paternity~~ Parental Leave
   ~~Paternity~~ Parental leave up to a maximum of five (5) days per ~~fiscal~~ contract year shall be ~~. Parental leave is~~ provided for the non-delivering parent to attend the birth of their child.

6. Adoptive Leave
   Adoptive leave up to a maximum of ~~five~~ fifteen (~~5~~15) days per fiscal year. Adoptive leave is provided to the employee to provide time needed by the employee to complete the adoption of a child by the employee.

E. Charging Temporary Leave
When an employee is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absence for a part of a day for hourly employees shall be charged as temporary leave in amounts no smaller than one quarter hour.

F. Excessive Absences
Absences in excess of accumulated temporary leave or in excess of the specified limits are deducted from the employee's salary at a daily rate for each day of such excess. However, the specified limits may be extended by the Chief Human Resources Officer upon written request by the employee if the employee has accumulated sufficient days.

G. Absences Subject to Review
All chargeable absences that continue beyond the specified limits, all absences without leave, all absences which are too frequent, and all chargeable absences which end without the employee giving proper advance notice shall be subject to review and appropriate action by the Administration.

H. Reemployment
Any former employee, who is reemployed within twelve (12) months of the date of termination, upon satisfactory completion of their probationary period, will have their temporary leave days that were accrued at the time of their separation reinstated for up to a maximum of five (5) years for temporary leave that was accrued after March 31, 1999, unless severance compensation has been paid for such leave.

I. Exceeding Five Days

If temporary leave is claimed in excess of five (5) consecutive work days, on or before the end of the sixth (6th) day, for an illness, injury, or incapacitation, certification by a physician may be required before the salary for the period of leave is paid. Further, an employee's immediate supervisor may request, given evidence there is just cause, a physician's statement requiring medical verification at any time the employee is absent.

J. Voting in Elections
In accordance with the provisions of Kansas Labor Laws, (KSA, 1978, Supp. 25-418) persons entitled to vote at a general or primary election shall be entitled to absent themselves from their employment under the circumstances and for the period of time described therein.

K. Court/Jury Duty
Non-chargeable temporary leave for court duty or jury duty may be granted to a classified employee to appear in court to answer a jury summons or for reasons other than personal neglect, violation of law, or matters in which the classified employee has a vested interest. The amount paid for jury duty or witness fees, if any, shall be deducted from the classified employee's regular pay. Verification of the amount received for jury duty or witness fees must be provided.

L. Notifying Supervisor
Employees desiring to be off duty for any reason should make arrangements with their supervisors as far in advance as possible.

ARTICLE XIV: EXTENDED LEAVE

Employees may be granted extended leave without pay or benefits subject to approval of the Board for health, illness of spouse, child, or parent, maternity, paternity, adoption, study, campaigning for or serving in public office, or for professional activities. Such leaves are subject to the provisions of the Board policy on Extended Leaves.

Employees will be allowed to take an unpaid leave of absence for military service in accordance with the employee handbooks.

ARTICLE XV: LEAVE OF ABSENCE FOR STUDENT TEACHING

A. Purpose
In order to provide opportunities for professional improvement, student teaching leaves of absence are available to classified employees to complete student teaching requirements at a college or university for earning teaching licensure in the State of Kansas.

B. Eligibility
1. Years of Service

An applicant must have performed two (2) years of continuous benefited service in Unified School District 259 immediately prior to the commencement of the student teaching leave of absence.

2. Return to Service
   Each applicant must sign a statement of intent to return to service in Unified School District 259 immediately upon completion of student teaching leave of absence.

3. Commitment to Repay
   Each applicant must sign a commitment to repay the amount paid during the student teaching leave of absence on a prorated basis in the event the employee fails to return to Unified School District 259 and perform assigned services, including a contract of employment for a period of two (2) years after return from student teaching leave of absence.

C. Application
   1. Deadline
      Applications for student teaching leave of absence shall be made to the Chief Human Resources Officer on or before the annual deadline of March 31 of each year.

   2. Proposed Plans
      The application shall present the applicant's plans for the student teaching leave of absence and such other information as the committee deems advisable.

D. Selection
   1. Selection Committee
      The committee for student teaching leave of absence shall consist of two members appointed by the Superintendent, two members ~~appointed by~~appointed by~~-~~ Service Employees~~–~~ International~~–~~ Union, Local 513, and the Chief Human Resources Officer or designee, who will chair the committee.

   2. Judgment/Priorities
      The committee will prepare a priority listing of eligible applicants and recommend employees for student teaching leave of absence appointments. The committee shall judge the quality of the applications and recommend no more than two (2) employees per contract year. Exception may be made by the Board if they determine to fund additional positions.

   3. Consideration shall be given to:
      a. Assured eligibility.
      b. The potential contribution to the applicant's professional growth.
      c. The applicant's prior contribution to the school district and potential for future contributions.
      d. Evidence of professional growth.
      e. Any other pertinent factors as established by the committee.

4. Final Approval
   The priority listing of applicants for student teaching leave of absence shall be submitted to the Board for approval.

E. Compensation
   While on student teaching leave of absence the employee shall be paid according to the base salary which would have been earned had the employee not been on leave.

F. General Provisions
   An employee shall:
   1. Receive full credit for system experience as a classified employee while on student teaching leave of absence.

   2. Be subject upon return from student teaching leave of absence to any general salary reductions which may be ordered by the Board.

   3. Retain during the student teaching leave of absence current status if applicable in the Wichita Supplemental Annuity Plan.

   4. Retain accumulated temporary leave and vacation days, if applicable, but additional temporary leave and vacation days shall not accumulate during the student teaching leave of absence.

   5. Maintain all rights accruing under Kansas Public Employees Retirement System (KPERS), if any.

   6. Be permitted to retain the health coverage benefit as set forth in the Employment Benefits Article.

   7. Retain Group Term Life Coverage.

   8. Retain disability income protection coverage.

   9. Upon completion of student teaching leave of absence, be assigned in a position which is at least comparable to the one held when assuming student teaching leave of absence status.

   10. Be eligible for student teaching leave of absence for one (1) semester only.

   11. Not deviate while on student teaching leave of absence from his/her approved plan except with the written approval of the Committee for Student Teaching Leave of Absence.

ARTICLE XVI: PLAN OF ASSISTANCE

The Plan of Assistance is designed to be helpful. It is initiated when other means of the assistive process have not been successful and the supervisor determines that the classified employee needs additional assistance and support to maintain or achieve an acceptable level of performance.

ARTICLE XVII: NO STRIKE-LOCKOUT CLAUSE

A. The Union shall not authorize, cause, aid, ratify, condone nor shall any bargaining unit employees take part in, aid, render assistance to, or support any strike, sit-down, slow-down, stoppage of work, boycott, picket, or other interruption of work at any facilities or in the operation of the school district.

B. The Board agrees that during the term of this agreement, there will be no lockout. Lockout is defined in KSA 75-4322 (r) as any action taken by the Board to provoke interruptions of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing the employees into relinquishing rights guaranteed by this act.

ARTICLE XVIII: CLASSIFIED FURLOUGH AND REDUCTION IN FORCE

The Superintendent of Schools shall have the responsibility for determining the number of classified positions employed by the school district. If the Superintendent determines the need to reduce the number of classified positions, the Superintendent may, in his/her discretion, furlough classified employees for a specified period not to exceed ninety (90) days or declare a reduction in force. In either event, the following administrative implemental procedures shall take full force and ~~effect, and~~effect and shall apply to all classified employees.

1. If a reduction in force is necessary, the greatest possible reduction shall be accomplished through attrition.

2. If a reduction in force is necessary, the remaining reduction in the number of positions shall be accomplished by layoff.

    a. The reduction shall be applied to the largest group of classified positions which may be reasonable considered. The Superintendent or designee shall consult with union representatives prior to determining

the group or groups of classified positions from which the reduction shall be made.

b. Within each specified classified group, classified employees shall be selected by the respective administrative for layoff in the following order:

1) Probationary classified employees within the ~~90 day~~90-day probationary period.

2) Classified employees on probation when a reduction in force is declared.

3) Classified employees who are on a Plan of Assistance when a reduction in force is declared.

4) Within each of the above sub- paragraphs, if two or more classified employees are otherwise equally eligible for selection, employees with shorter lengths of total seniority within the district will be selected before those with longer lengths of total district seniority.

5) Following the above procedures, if two or more classified employees are equally eligible based on total seniority in the district, employees with the shorter lengths of current employment within the position will be selected before those of longer length of current employment.

3. After implementing such a reduction procedure, the list of names of laid off classified employees shall be maintained by the Human Resources Division for two (2) years.
4. Any classified employee who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law or by this policy.

5. Any classified employee who has been so laid off may retain membership in the Board provided health coverage plan for a period of up to 18 months. However, the Board shall make no contribution and the employee must make advance arrangements for payment of premiums with the Employee Benefits and Insurance Management Office.

6. It is the responsibility of the listed laid off classified employee to keep the Human Resources Division informed of their current contact information, i.e., e-mail address, current address, and phone number. Additionally, the laid off employee will maintain a current electronic employment application with Human Resources.

7. The named classified employee on the list will be considered an internal application. If a classified vacancy occurs within two (2) years for which the named classified employee on the list is qualified, the employee will be contacted to interview for the open position. The usual employment procedures will be followed in determining the fitness for employment.

8. If any classified employee on the list waives recall rights in writing, fails to accept recall to a position for which the employee is qualified, fails to respond within 10 days to a recall notice sent to the latest address furnished to Human Resources Division, or fails to report for duty in the accepted position, the name of such classified employee shall be removed from the list and such classified employee shall have no further recall rights.

9. Any classified employee who is recalled shall regain all employment benefits to which he/she was entitled at the time of layoff. However, no benefits may be accrued during the period of unemployment and the classified employee shall be subject to all changes in employment conditions which have been made in the interim.

10. In lieu of a reduction in force, the Superintendent may determine, in his/her discretion, that there is a need to furlough classified employees for a specified period not to exceed ninety (90) days. If so, the measures set forth in paragraph 2 above will govern the selection of employees for furlough, and the measures set forth in paragraphs 3, 4, 5, 6, 7, 8 and 9 will apply to employees who have been furloughed. If necessary, the Superintendent may determine in his/her discretion that it is necessary to eliminate the positions of and lay off employees who have been furloughed.

11. Employees on furloughed status shall retain existing vacation and/or temporary leave balances, and longevity status, accrued as of the date on which the employee is furloughed; however, no additional vacation and/or temporary leave, or longevity, will accrue during the furlough period. Furloughed employees are eligible to retain health and dental coverage in place as of the date they are furloughed, subject to the terms and conditions of the applicable plan(s). Furloughed employees remain responsible for their share of the cost of their coverage, with payment of the employee's share due at the same time as it would be made if by payroll deduction, or by an alternate payment schedule approved by Employee Benefits.

ARTICLE XIX: GRIEVANCE PROCEDURE

A. Grievance Definition
It is the right of an employee to seek relief to any problem as specified in the Grievance Procedure. A grievance shall be defined as a violation or allegation of a violation or misapplication of a negotiated agreement.

B. Immediate Level of Administration
An employee or a group of employees shall seek a solution to a grievance at the immediate level of administration having the authority to make necessary adjustments.

C. Informal Review
Within ten (10) regular ~~work days~~workdays from the occurrence of a grievance, the aggrieved shall seek and review and, if possible, resolve the problem with the immediate supervisor. However, an employee or the Union may consult directly with the Chief Human Resources Officer and/or Human Resources Director concerning an unusual grievance.

D. Written Formal Grievance
If further action is required, the aggrieved has ten (10) regular ~~work days~~workdays from the review with the immediate supervisor to file a written, formal grievance with the Chief Human Resources Officer and/or Human Resources Director. The written grievance will indicate the specific language of the negotiated agreement which has been violated or misapplied and all supporting data.

E. Closed Administrative Hearing
A closed administrative hearing will be called and conducted by the Chief Human Resources Officer and/or designee within thirty (30) regular ~~work days~~workdays after the grievance is filed.

1. The petitioner will be informed in writing of the time, date, and place of the hearing at least five (5) regular ~~work days~~workdays prior to the date set.

2. The petitioner may be represented by an authorized representative of SEIU, Local #513, himself/ herself, legal counsel, or any other person selected by the petitioner. The petitioner may request that employees of the district with relevant information be present at the hearing. The petitioner may also request that relevant documents in the custody of the district be produced for the hearing. Such request shall be made in writing to the Chief Human Resources Officer five (5) days prior to the hearing. The petitioner or his representative shall have the right to cross-examine district witnesses and the district shall have the right to cross-examine petitioner's witnesses. A taped record of the hearing will be taken by the district and will be

kept for a period of not less than sixty (60) days and shall be made available to the petitioner upon request.

3. Within ten (10) regular ~~work days~~workdays following the conclusion of the review, the petitioner will be given a written decision of the administrative review by the Chief Human Resources Officer and/or designee.

F. Arbitration (Termination Grievances Only)

1. Within ten (10) days after receiving the decision of the Chief Human Resources Officer and/or designee, the petitioner may appeal the decision (in termination grievances only) to arbitration. The petitioner shall forward copies of the request for arbitration to the petitioner's representative, if any, the authorized representative of SEIU, Local #513, and the Chief Human Resources Officer and/or designee. Cost of arbitrator shall be shared equally by both parties.

2. Within ten (10) days after the receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The right to first strike a name shall be determined by the flip of a coin. The parties shall then alternately strike names from this list until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the petitioner and the District, requesting that he/she set a time and place for the hearing subject to the availability of the parties, and the letter shall specify by stipulation the issue to be determined by the arbitrator.

3. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this agreement. He/she shall consider and decide only the stipulated issue presented to him/her in writing by the District and the petitioner, and his/her decision and award shall be based solely on his/her interpretation of the application of the terms of the agreement to the issue stipulated. If the matter presented to the arbitrator does not involve interpretation of the terms of provision of this agreement, the arbitrator shall so rule in his/her award and shall make no other decision on the issue. The arbitrator shall render no award under this agreement which shall be retroactive beyond the date of the event on which the grievance is based. The award of the arbitrator shall be final and binding upon the Board, the SEIU, Local #513, and the petitioner involved.

4. The arbitrator selected shall determine the time and place for the arbitration and notify the parties thereof. In a termination grievance, the arbitrator shall have no authority to alter or amend the termination imposed by the District if the arbitrator finds either that the District's actions did not violate the agreement or that there was just cause for the action.

5. No arbitration decision made hereunder shall constitute a binding precedent with respect to any renewal of the existing agreement or the making of a new agreement between the SEIU, Local #513, and the Board. The force and effect of arbitration

decisions shall expire when the agreement expires, unless the language involved is substantially the same in the expired agreement and the new agreement.

6. No decision of the arbitrator in any one case shall create a basis for retroactive adjustment in any other case which arose prior to the date of the written decision of the arbitrator, unless SEIU, Local #513, and the District mutually agree otherwise in writing.

7. The fees and expenses of the arbitrator shall be borne equally by both parties. Each party shall be responsible for its own arbitration expenses. The party providing any witnesses shall pay the expenses of said witnesses, if any. Upon request of either party, an official court reporter shall record the proceedings, and the party making such request shall pay the cost of the reporter. If the other party requests a copy of the proceeding, that party shall share equally the costs of the reporter.

G. Board Review (All Grievances other than Termination)

1. Should the decision (relating to grievances other than termination grievances as outlined in Item F above) of the administrative review be unsatisfactory to the petitioner, within ten (10) regular work days of the rendering of the decision, the petitioner may make a written request for appeal to the Board. The petitioner shall file a request for appeal with the Chief Human Resources Officer and/or designee.

2. The Chief Human Resources Officer and/or designee will set a hearing date with a committee of the Board not fewer than ten (10) regular work days or more than forty (40) regular work days after such an appeal is filed with the Chief Human Resources Officer and/or designee and the petitioner will be informed in writing of the time, date, and place of the hearing at least five (5) regular work days prior to the hearing.

3. The petitioner may be represented by an authorized representative of SEIU, Local #513, himself/ herself, legal counsel, or any other person selected by the petitioner. The petitioner may also have witnesses appear at the hearing. The Chief Human Resources Officer and/or designee shall be informed in writing five (5) days prior to the hearing with the Board of the petitioner's representatives and all witnesses to be present during the hearing.

4. The Board of Education, or a committee thereof, shall conduct the hearing in executive session unless the employee requests an open hearing.

5. The petitioner will be given a written decision of the Board within thirty (30) regular ~~work days~~workdays following the conclusion of the hearing.

6. The final decision lies with the Board of Education, except that the employee shall have other remedies or appeals as are provided by the federal or state constitutions or by law.

H. Legal or Statutory Remedy
If the petitioner pursues any legal or statutory remedy for an issue, then any further or subsequent proceedings for relief through the grievance procedure shall be barred unless the court or administrative agency refuses jurisdiction until all administrative remedies have been exhausted.

I. Reprisal/Discrimination
No employee shall be subject to any reprisal or discrimination by reason of the exercise of his/her rights under this Grievance Procedure or any appeal provisions set forth herein.

ARTICLE XX: CLASSIFIED PROFESSIONAL DRESS PHILOSOPHY

A. It is the intent of the Wichita Public Schools Classified Professional Dress policy to ensure all classified personnel present themselves to our students, parents and public in a manner which enhances their professional position and/or job assignment. The secondary intent of this professional dress is to ensure all classified personnel model for students and staff the attire appropriate to success and provide a positive image for our educational community.

B. The professional dress applies to all classified personnel-attendance center and non-attendance center based. All attire for classified personnel will be compatible with student dress codes and appropriate for job assignments within the building's culture. The professional dress expectations are in effect during normal business hours and should conform to the standards and expectations of the school and the workplace. Any item of clothing, jewelry or body adornment that in the opinion of the Superintendent or designee creates a disruption to the environment and/or well-being of students and staff may be excluded. Where questions arise concerning appropriateness of professional dress/attire, the building administration or supervisor will make the final determination.

C. By enacting this professional dress policy, the Wichita Public Schools recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons or as a part of a *bona fide* personal religious practice. When such is the case, the classified personnel should provide documentation to his or her supervisor of the medical necessity or his or her *bona fide* personal religious practice that gives rise to the need for deviation for this professional dress policy.

D. Inappropriate Professional Dress includes, but not limited to, clothing that promotes or displays:

- Tobacco products
- Alcohol or drugs
- Sexually explicit language or graphics
- Profanity, violence, or gang references
- Racially derogatory language or graphics
- Clothing that displays midriff, underwear, low cut tops, etc.
- Athletic wear – no ~~sweat pants~~sweatpants
- Sleepwear

E. Inappropriate Professional Attire~~for Males and Females~~:

- Sweat/wind pants, jogging suits, spandex, lycra or form fitting pants
- Shirts/tops/blouses/tank tops which show visible cleavage or excessive skin, such as low cut, see through midriff, halter style, off the shoulder or large armhole cut-outs
- T-shirts (with the exception listed below) no cutoff sleeves or sleeveless T-shirts allowed
- ~~Men's t~~Tank tops
- Athletic shoes except during playground duty or the exception below
- Beach-style flip-flops
- Headwear (see below)
- Visible undergarments
- Visible tattoos and piercings that may be deemed inappropriate by the determination of the building principal/supervisor with the coordination of Human Resources

**Exceptions: School t-shirts, athletic shoes, sleepwear, and/or costumes may be designated for specific circumstances such as spirit days, field trips, Friday dress down, etc.

F. Professional Dress Requirements**:**
All employees are required to adhere to dress requirements established for their specific work group (i.e., required uniform, safety glasses or any other Personal Protective Equipment, etc.)

G. Appropriate Professional Dress ~~for Females~~:
In order to maintain professionalism, recommended ~~female~~ dress includes tops, buttoned and/or collared shirts, blouses, collared shirts, sweaters, and jackets. Sleeveless clothing must cover ~~undergarments.~~

~~Suits~~undergarments. Suits, dresses, skirts and dress shorts are to be no shorter than three inches above the knee, Pants ~~for women~~ could include slacks, trousers, capri pants, and dress shorts. All preferred bottoms should be free from holes and rips and should be worn at the natural waistline.

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Appropriate footwear ~~include~~includes dress shoes, lace or loafer style shoes, pumps, boots, and casual comfort shoes as seen appropriate with above mentioned attire. Open toed shoes with a dress appearance and/or heel is also permitted within the responsibilities of the employee's assigned duties.

~~H. Appropriate Professional Dress of Males:~~

~~In order to maintain professionalism, recommended males dress includes buttoned and/or collared shirts when worn without a jacket. Sweaters and turtlenecks are also appropriate.~~

~~Preferred professional pant options for men could include dress slacks or business casual pants. All preferred bottoms should be free from holes and rips and should be worn at the natural waistline.~~

~~Appropriate footwear include dress lace or loafer style shoes, boots, or casual comfort shoes as appropriate with the above mentioned attire and within the responsibilities of the employee's assigned duties.~~

ARTICLE XXI: CLASSIFIED ATTENDANCE STANDARDS

A. The purpose of the Classified Attendance Standards are to provide guidelines to supervisors concerning employees who are approaching or in deduct status pertaining to the use of temporary leave.

B. It is the employee's responsibility to be aware of how many temporary leave hours they have accumulated and have remaining.

C. Temporary Leave Balance Under Forty (40) Hours

1. An "awareness letter" will be sent to the employee who has forty (40) hours of temporary leave remaining. The goal is to notify the employee as close to forty (40) hours as ~~possible-realizing~~possible, however, the parties recognize that this awareness letter may not be issued exactly ~~realizing that due to hours missed this awareness letter may not be issued at exactly~~ forty (40) hours of temporary leave remaining. The "awareness letter" is electronically sent to the employee and the employee's supervisor based on the hours in the Human Resources Information Systems system (currently PeopleSoft). This is not a disciplinary conference. The documentation of this conference will be kept in the supervisors file for five (5) years.

2. Employees who have been in deduct status previously within the prior five (5) years of employment will move to the progressive disciplinary actions for attendance when they have a temporary leave balance under forty (40) hours.

D. Deduct Absences

1. An absence is considered to be in deduct when the employee does not have enough temporary leave hours available to cover all hours that they were absent for that shift.

2. Any protected absence approved by Employee Benefits considered is exempt and will not be included in calculation or application of this rubric.
3. A deduct absence that shall be considered as exempt from the rubric must also be approved by the Chief Human Resources Officer.

E. Progressive Disciplinary Actions

1. When an employee is in deduct status for the first time since employment they will receive a written warning with a mandatory referral to the Employee Assistance Program. The second deduct absence will result in the employee being placed on a ninety (90) day probation for attendance. The third absence in deduct will result in termination.

2. Employees who have been in deduct status previously within the prior five years of employment will receive a written warning with a mandatory referral to the Employee Assistance Program when they have a temporary leave balance under forty (40) hours. The first deduct absence will result in being placed on a ninety (90) day probation for attendance. The second deduct absence will result in termination.

3. Supervisor will notify Human Resources before proceeding with disciplinary actions for deduct absences.

4. A formal disciplinary conference requires the supervisor to give written 24-hour notification to the employee. The employee has the right to bring representation of their choice to the conference. A signed copy of Personnel Conference Summary is to be sent to Human Resources.

5. When an employee is on probation for attendance, a defined absence is: a no call, a late call, (meaning past the timeframe in which the employee is slated to call in to report an absence), no shows, tardies, leaving early without permission, and non-exempt absences.

	Paid leave balance under 40 hours	**Deduct absence #1**	**Deduct absence #2**	**Deduct absence #3**
Level A Employee is in deduct status for the *FIRST* time since employment OR it has been at least 5 years since the employee has been in deduct status.	Awareness Letter (Letter A)	Written Warning and EAP referral (PCS A1)	90 day Probation for attendance (PCS A2)	Termination (PCS A3)
Level B Employee has a temporary leave balance under forty (40) hours, and has been in deduct status in one of the previous 5 years of employment.	Written Warning and EAP referral (PCS B1)	90 day Probation for attendance (PCS B2)	Termination (PCS B3)	

APPENDIX A

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WICHITA PUBLIC SCHOOLS

A-J SALARY SCHEDULE

2020-2021

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Y	Z
Range															
A	13.49	13.67	13.87	14.10	14.35	14.59	14.86	15.15	15.45	15.76	16.09	16.46	16.82	17.21	17.60
B	13.84	14.05	14.28	14.53	14.78	15.08	15.36	15.69	16.02	16.36	16.72	17.09	17.46	17.86	18.27
C	14.23	14.45	14.71	14.98	15.26	15.54	15.87	16.20	16.54	16.90	17.28	17.67	18.10	18.52	18.94
D	14.64	14.90	15.15	15.44	15.73	16.05	16.37	16.72	17.09	17.46	17.86	18.27	18.71	19.14	19.58
E	15.09	15.36	15.68	15.97	16.30	16.66	17.01	17.40	17.79	18.21	18.64	19.08	19.53	19.99	20.45
F	15.54	15.86	16.15	16.49	16.84	17.21	17.58	17.98	18.38	18.82	19.26	19.72	20.22	20.69	21.17
G	16.06	16.37	16.70	17.04	17.42	17.79	18.19	18.61	19.04	19.49	19.93	20.42	20.92	21.42	21.93
H	16.58	16.91	17.28	17.66	18.06	18.47	18.91	19.34	19.81	20.29	20.78	21.29	21.82	22.34	22.87
I	17.13	17.49	17.88	18.27	18.70	19.11	19.56	20.02	20.50	21.00	21.51	22.03	22.58	23.13	23.68
J	17.73	18.12	18.52	18.94	19.37	19.81	20.28	20.75	21.24	21.76	22.28	22.84	23.40	23.98	24.56
JA	18.34	18.76	19.17	19.63	20.08	20.57	21.06	21.57	22.11	22.66	23.22	23.79	24.38	24.99	25.60
JB	18.97	19.43	19.86	20.32	20.80	21.29	21.81	22.33	22.88	23.45	24.03	24.61	25.22	25.86	26.50
JC	19.65	20.10	20.59	21.08	21.57	22.09	22.61	23.16	23.71	24.29	24.89	25.51	26.13	26.77	27.41

WICHITA PUBLIC SCHOOLS													
A-J SALARY SCHEDULE 2.5%													
2021-2022													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
A	13.82	14.01	14.22	14.45	14.71	14.95	15.23	15.53	15.84	16.16	16.49	16.88	17.24
B	14.19	14.40	14.63	14.89	15.15	15.46	15.75	16.08	16.42	16.77	17.14	17.52	17.90
C	14.59	14.82	15.08	15.35	15.64	15.93	16.27	16.60	16.95	17.32	17.71	18.11	18.55
D	15.00	15.27	15.53	15.82	16.13	16.45	16.78	17.14	17.52	17.90	18.31	18.72	19.18
E	15.47	15.74	16.07	16.37	16.71	17.07	17.44	17.84	18.23	18.66	19.10	19.56	20.02
F	15.93	16.26	16.56	16.91	17.26	17.64	18.02	18.43	18.84	19.29	19.74	20.22	20.72
G	16.46	16.78	17.12	17.47	17.85	18.23	18.65	19.07	19.52	19.97	20.43	20.93	21.44
H	17.00	17.33	17.71	18.10	18.51	18.94	19.38	19.82	20.31	20.80	21.30	21.82	22.37
I	17.56	17.93	18.33	18.72	19.16	19.59	20.05	20.52	21.01	21.53	22.05	22.58	23.15
J	18.17	18.57	18.98	19.41	19.85	20.31	20.78	21.27	21.77	22.31	22.84	23.41	23.99
JA	18.80	19.23	19.65	20.13	20.58	21.09	21.59	22.11	22.66	23.22	23.80	24.38	24.99
JB	19.44	19.91	20.35	20.83	21.32	21.82	22.35	22.89	23.45	24.03	24.63	25.22	25.85
JC	20.14	20.60	21.10	21.61	22.11	22.64	23.18	23.74	24.31	24.90	25.51	26.15	26.78

APPENDIX B

Revised 6/2021

Wichita Public Schools
Paraeducator Career Ladder Guidelines

Range C	Range D	Range E	Range F	Range G	Range H	Range I
Requirements: High School Diploma or GED Achieve HQ Status After 2/1/2018: Passing score on Para PD Now Prior to 2/1/2018: 48 College Credit Hours or Passing Score on a State Approved Assessment	**Requirements:** 2 Years of Experience as a USD 259 Paraeducator A Total of 100 Approved Career Ladder Credits	**Requirements:** 3 Years of Experience as a USD 259 Paraeducator An Additional 75 Approved Career Ladder Credits	**Requirements:** 4 Years of Experience as a USD 259 Paraeducator An Additional 50 Approved Career Ladder Credits	**Requirements:** 5 Years of Experience as a USD 259 Paraeducator An Additional 50 Approved Career Ladder Credits	**Requirements:** 6 Years of Experience as a USD 259 Paraeducator An Additional 50 Approved Career Ladder Credits	**Requirements:** 7 Years of Experience as a USD 259 Paraeducator An Additional 50 Approved Career Ladder Credits

- **Any and all opportunities for Career Ladder reclassification are subject to negotiations.**
- Paraeducators working at least 20 hours per week in a permanent position are eligible for career ladder reclassification.
  - Assistant Paraeducators are not eligible for career ladder reclassification.
- Entry level for most positions will be Range "C" or below. Due to responsibilities and skills required, some positions may be placed on ranges other than designated entry-level ranges *(-Advancement beyond this range will follow Career Ladder requirements).*
- Paraeducators who pass a Praxis test and earn an endorsement will be granted 100 Career Ladder Credits one time only.
- Paraeducators may only advance one Range per Career Ladder reclassification opportunity.
- All activities are subject to audit for verification.

You may earn credits from the following:

- **Professional Development Hours**
  - All PD hours must be documented and approved in MyLearningPlan in order to count towards Career Ladder.
  - Only PD hours accumulated within one contract year may count towards the Career Ladder reclassification following that contract year.
  - 1 approved PD hour in MLP is equal to 1 Career ladder credit.
  - Any PD that occurs during a workday, while the Paraeducator is on paid status, will count towards Career Ladder.
  - Paraeducators wanting to earn clock hours must be allowed to attend/participate in any scheduled trainings.
  - CHAMPS and MTSS training hours are eligible to be counted.
  - Completed trainings, conferences, or seminars that are not offered by USD 259 may count towards Career Ladder if they are documented and approved in MLP with a certificate or proof of completion.
- **College Credit Hours**
  - College classes completed and passed with a "C" or better may count towards Career Ladder if they were completed after the start date of a permanent, benefited paraeducator position.
  - In order for college credits to count towards Career Ladder, an unofficial transcript from the college or university with final grades listed must be provided to Human Resources.
  - 1 semester college credit hour is equal to 20 approved Career Ladder credits.
  - College credit hours may roll over from year to year if they have not yet been used for credits towards a Career Ladder reclassification.
- **Master Teacher Modules**
  - Master Teacher is an online learning platform, offering 147 modules that you could take on your own time.
  - Each module, when successfully passed with a 70% or better, is equal to 1 point on the Career ladder.
  - Modules may roll over from year to year if they have not yet been used for credits towards a Career Ladder reclassification.
  - It is not required to turn in any verification of completed modules; a report from Master Teacher will capture that.
- **ComPsych (EAP Program) Webinars**
  - ComPsych is an Employee Assistance Program offering Webinars that you could take on your own time.
  - Each job relevant Webinar is equal to 1 point on the Career Ladder reclassification.
  - Job relevancy of Webinar will be determined by Human Resources.
  - Only Webinar hours accumulated within one contract year may count towards the Career Ladder reclassification following that contract year.
  - All Webinars must be documented and approved in MyLearningPlan by submitting a Certificate of Documentation in order to count towards Career Ladder.

APPENDIX C

Revised 6/2021

Wichita Public Schools

Clerical Professional Growth Program Guidelines

Level	Years of Service	Initial Requirement	Continuation Requirement
Level 1($30/month)	2 years minimum	75 pts.	Additional 10 hours
Level 2($50/month)	3 years minimum		Additional 15 hours
Level 3($70/month)	4 years minimum		Additional 20 hours

- Any opportunities for Clerical Program Growth Program (CPGP) advancement are subject to negotiations.
- Administrative Assistants, Bookkeepers, and Clerks in a permanent position are eligible for CPGP.
- An employee must be on A-Jc pay scale.
- An employee must have worked in a benefitted clerical role within the district for at least two academic years.
- All employees must start on Level 1 and employee can only move 1 level per Career Ladder opportunity.
- All activities are subject to audit for verification.
- Points may be accumulated, but not applied, during the first two years of employment in a benefitted clerical position.
- Additional pay will continue to be awarded, subject to negotiation approval, if the continuation requirements are met every five years or until the employee leaves the district.

You may earn credits from the following:

- **Professional Development Hours**
  - All PD hours must be documented and approved in MyLearningPlan in order to count towards Clerical Professional Growth Program (CPGP).
  - Only PD hours accumulated within one contract year may count towards the CPGP following that contract year.
  - 1 approved PD hour in MLP is equal to 1 CPGP credit.
  - Any PD that occurs during a workday, while the Clerical staff is on paid status, will count towards CPGP.
  - Completed trainings, conferences, or seminars that are not offered by USD 259 may count towards CPGP if they are documented and approved in MLP with a certificate or proof of completion.
- **College Credit Hours**
  - College classes completed and passed with a "C" or better may count towards CPGP if they were completed after the start date of a permanent, benefited clerical position.
  - In order for college credits to count towards CPGP, an unofficial transcript from the college or university with final grades listed must be provided to Human Resources.
  - 1 semester college credit hour is equal to 20 approved CPGP credits for the initial requirement and 1 CPGP credit for continuation credit.
  - College credit hours may roll over from year to year if they have not yet been used for credits towards a CPGP.
- **ComPsych (EAP Program) Webinars**
  - ComPsych is an Employee Assistance Program offering Webinars that you could take on your own time.
  - Each job relevant Webinar is equal to 1 point on the CPGP.
  - Job relevancy of Webinar will be determined by Human Resources.
  - All Webinars must be documented and approved in MyLearningPlan by submitting a Certificate of Documentation to count towards CPGP.

APPENDIX D

Revised 6/2021

Wichita Public Schools
Health Room Assistant Career Ladder Guidelines

Range C	Range D	Range E	Range F	Range G	Range H	Range I
Requirements: High School Diploma or GED	**Requirements:** 2 Years of Experience as a USD 259 Health Room Assistant A Total of 100 Approved Career Ladder Credits	**Requirements:** 3 Years of Experience as a USD 259 Health Room Assistant An Additional 75 Approved Career Ladder Credits	**Requirements:** 4 Years of Experience as a USD 259 Health Room Assistant An Additional 50 Approved Career Ladder Credits	**Requirements:** 5 Years of Experience as a USD 259 Health Room Assistant An Additional 50 Approved Career Ladder Credits	**Requirements:** 6 Years of Experience as a USD 259 Health Room Assistant An Additional 50 Approved Career Ladder Credits	**Requirements:** 7 Years of Experience as a USD 259 Health Room Assistant An Additional 50 Approved Career Ladder Credits

- **Any and all opportunities for Career Ladder reclassification are subject to negotiations.**
- Health Room Assistant working at least 20 hours per week in a permanent position are eligible for career ladder reclassification.
- Entry level for most positions will be Range "C" or below. Due to responsibilities and skills required, some positions may be placed on ranges other than designated entry-level ranges (*Advancement beyond this range will follow Career Ladder requirements*).
- Health Room Assistants may only advance one Range per Career Ladder reclassification opportunity.
- All activities are subject to audit for verification.

You may earn credits from the following:

- **Professional Development Hours**
  - All PD hours must be documented and approved in MyLearningPlan in order to count towards Career Ladder.
  - Only PD hours accumulated within one contract year may count towards the Career Ladder reclassification following that contract year.
  - 1 approved PD hour in MLP is equal to 1 Career ladder credit.
  - Any PD that occurs during a workday, while the Health Room Assistant is on paid status, will count towards Career Ladder.
  - Health Room Assistants wanting to earn clock hours must be allowed to attend/participate in any scheduled trainings.
  - Completed trainings, conferences, or seminars that are not offered by USD 259 may count towards Career Ladder if they are documented and approved in MLP with a certificate or proof of completion.
- **College Credit Hours**
  - College classes completed and passed with a "C" or better may count towards Career Ladder if they were completed after the start date of a health room assistant position.
  - In order for college credits to count towards Career Ladder, an unofficial transcript from the college or university with final grades listed must be provided to Human Resources.
  - 1 semester college credit hour is equal to 20 approved Career Ladder credits.
  - College credit hours may roll over from year to year if they have not yet been used for credits towards a Career Ladder reclassification.
- **ComPsych (EAP Vendor) Webinars**
  - ComPsych is an Employee Assistance Program offering Webinars that you could take on your own time.
  - Each job relevant Webinar is equal to 1 point on the Career Ladder reclassification.
  - Job relevancy of Webinar will be determined by Human Resources.
  - Only Webinar hours accumulated within one contract year may count towards the Career Ladder reclassification following that contract year.
  - All Webinars must be documented and approved in MyLearningPlan by submitting a Certificate of Documentation in order to count towards Career Ladder.

July 1, 202~~0~~1 – June 30, 202~~1~~2

/s/ Rinann Speaker
Union Local 513

/s/ Debbie Ollek
Union Local 513

/s/ Tony Pruett
Union Local 513

/s/ Lee Moore
Union Local 513

/s/ ~~Azucena Bojorquez~~Robyn Bailey
Union Local 513

/s/ ~~Kenny Fiegeles~~Andrae Carter
Union Local 513

/s/ Dina Williams
Union Local 513

/s/ Wendy Ratliff
Union Local 513

/s/ John Rodriguez
Union Local 513

/s/ ~~Karen Gretsky~~Chad Blanchet
Union Local 513

/s/ ~~Sheril Logan~~Stan Reeser
Board of Education

~~December 14, 2020~~July 26, 2021
Date

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AGREEMENT

between

WICHITA PUBLIC SCHOOLS – USD 259

Board of Education
Unified School District No. 259
Sedgwick County
State of Kansas

and

THE SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 513

July 1, 2021 through June 30, 2022

By and for the Board of Education

_____
Stan Reeser, President

_____
Dated

By and for SEIU

_____
Esau Freeman, Business Representative

_____
Dated

AGREEMENT

Between

The Board of Education

of

USD 259

Wichita, Kansas

and

Uniformed Security Officers and Security Dispatchers
(Safety Services Employees)
The Service Employees International Union

Local No. 513

July 1, 2021~~0~~ – June 30, 2021~~1~~2

WICHITA BOARD OF EDUCATION
202~~0~~1-202~~1~~2
Sheril Logan ~~Mike Rodee~~Mia Turner
Julie Hedrick Ben Blankley
Stan Reeser Ron Rosales
Ernestine Krehbiel

SUPERINTENDENT OF SCHOOLS
Dr. Alicia Thompson

NEGOTIATION TEAM

~~Tom Powell~~Daniel Lawrence, Chief Negotiator
Legal Services
Sean Hudspeth
Chief Human Resources Officer
Terri Moses
Division Director, Safety Services

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 513, SEIU
UNIFORMED SECURITY OFFICERS & SECURITY DISPATCHERS

***Esau Freeman, Chief Negotiator**

UNIT OFFICERS

*Delana Mock, Unit Chair

*Kim Brewer, Vice Chair

*Ene Akpan, Recording Secretary

*Deshonn Larkins, Sergeant-At-Arms

***Negotiating Committee**

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 513, SEIU,
EXECUTIVE BOARD MEMBERS
202~~0~~1-202~~1~~2

OFFICERS

Kimberly Brewer, President
~~Silvia Fleming~~Janet Jones, 1st Eastern Vice President
~~James Black~~Tony Pruett, 2nd Eastern Vice President
~~Kimberly Brewer~~James Black, Secretary/Treasurer
~~Gregg DeGarmo~~Kimberly Stewart, Recording Secretary
~~Alice Bates~~Debbie Ollek, Sergeant-At-Arms

~~Ken Buoy~~ Willie Siaz, Wendy Ratliff, Dina Williams
~~Janet Jones Brian Knox~~Chad Blanchet, Kristi Jones, David Fields
~~*Debbie Ollek *Tony Pruett *Kimberly Stewart~~Brian Knox, Justin Karam

***Negotiating Committee**

The Wichita Public Schools is committed to ensuring an environment that is free of discrimination, and to fostering a climate in which all employees and students may participate, contribute and grow to their fullest potential. ~~Harrassment~~Harassment and disparate treatment will not be permitted or condoned in Wichita Public Schools. The Wichita Public Schools does not discriminate on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, age, veteran status, or any other legally protected classification in its programs and activities. All Wichita Public Schools employees have the responsibility to support this statement. The following person have been designated to handle inquiries regarding the Non-Discrimination Statement:

SECTION 504 COORDINATOR FOR ADULTS
AND TITLE IX COORDINATOR FOR ADULTS AND STUDENTS,
903 SOUTH EDGEMOOR,
WICHITA, KANSAS 67218,
(316) 973-4420.

SECTION 504 COORDINATOR FOR STUDENTS
903 SOUTH EDGEMOOR
WICHITA, KANSAS 67218

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Agreement Between
The Board of Education of
Unified School District 259,
Sedgwick County, Kansas
and
The Service Employees International Union
Local No. 513
(Uniformed Security Officers and Security Dispatchers)

INTRODUCTION

A. The entering into this Agreement and the terms of this Agreement are governed by the Act. The terms ~~of this~~of this ~~Agreement apply~~Agreement ~~to~~apply ~~employees~~to employees of the District who are members of the Bargaining Unit. The members of the Bargaining Unit and the Board have ratified this Agreement. The Agreement is for a term of one year, beginning July 1, 202~~0~~1, and ending June 30, 202~~1~~2. Article XII, Employee Benefits, may be reopened by the Board at any time during the term of the Agreement solely for the purpose of negotiating the health plan premiums in the event that health plan reserves fall below Eighteen Million Dollars ($18,000,000). In addition, the Board and the Union may agree to reopen negotiations at any time during the term of this Agreement in order to make amendments to this Agreement. An amendment that results from a reopening of negotiations will be effective when the amendment is ratified by the Board and the Bargaining Unit. The parties agree to exchange proposals that relate to negotiating an agreement for the 202~~1~~2-202~~2~~3 school year on or before February 1, 202~~1~~2.

B. Appendix "A" to this Agreement is adopted by reference and incorporated by reference into this Agreement as though fully set forth in this Agreement.

ARTICLE I: RECOGNITION

A. The Board recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those designated in the Bargaining Unit.

B. The Bargaining Unit shall consist of all uniformed security officers and security dispatchers employed in permanent positions for twenty (20) or more hours per week and paid on Ranges A-Jc of the Wichita Public Schools' classified salary schedule. Safety Services employees paid on Ranges K-Z of the Wichita Public Schools' classified salary schedule, supervisors and confidential employees, as defined by the Act, are excluded from the Bargaining Unit.

C. The Board of Education will seek informal input from the Union when designing in-service activities for classified Safety Services employees during the school year.

ARTICLE II: MANAGEMENT'S RIGHTS

The Union acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this agreement or by law, the Board shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities.

Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent. Such rights of the school district include but are not limited to: direct the work of the employees; hire, promote, demote for non-disciplinary reasons, transfer, assign, or retain employees in positions within the public agency; demote for disciplinary reasons, suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including subcontracting if such is deemed desirable. Employees whose positions are eliminated by subcontracting, downsizing, or dissolving will be given priority to transfer to vacant positions within the district for which they are qualified or receive training.

ARTICLE III: SAVINGS CLAUSE

A. Any paragraph of this Agreement or any action pursuant thereof which is contrary to law will be null and void, but the remainder of the Agreement will remain in full force and effect.

B. Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this Agreement will be superseded by the terms set forth in this Agreement. The Board will not amend this agreement nor make nor execute decisions or policies which violate this Agreement.

ARTICLE IV: WAIVER CLAUSE

The Union recognizes that it has the right to negotiate any and all terms and conditions of employment as set forth in the Act and judicial interpretations thereof. Regardless of that right, the Union hereby waives its right to negotiate any such term or condition which has not been noticed, negotiated, agreed, set forth herein, and ratified by both parties. The Union expressly agrees that the Board and Administration have the exclusive right to control and change such terms and conditions which have not been negotiated by policy, rule, procedure, regulation or decision during the term of this Agreement. Negotiations may be re-opened in accordance with the terms set forth in the Introduction section of this Agreement.

ARTICLE V: EMPLOYEE RIGHTS

A. Safety Services Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing.

B. Safety Services Employees shall also have the right to refuse to join or participate in activities of employee organizations.

C. Safety Services Employees shall be eligible to participate and vote on building committees if a building committee exists.

D. No Employee shall be subject to workplace bullying, harassment, discrimination, abusive, derogatory, or belittling language, and/or retaliation.

ARTICLE VI: PAYROLL DEDUCTIONS

A. Authorized Deductions
The Board agrees that whenever duly authorized by any Employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Business/Financial Services Division, payroll deductions will be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund
2. Union dues
3. YMCA dues
4. Flexible Spending Account
5. Tax Sheltered Annuity
6. Health Insurance Premiums

B. Union Dues
The Union will develop and the Board will approve a dues authorization card which will provide for the cancellation of union dues only once during the year, which date shall be July 1 each year, unless the Employee terminates employment with the school district. Such dues deduction authorization may specify that it will continue each year and will continue in effect from year to year unless terminated as specified on the authorization card.

1. The Union will 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 the provisions of Paragraph B or the authorization form.

2. The Union may submit new payroll deduction authorization cards on a monthly basis. Such cards will be submitted on or before the 5th of each month and should be representative of Employees who have successfully completed their probationary employment status.

C. Tax Sheltered Annuity Plan
Employees will be eligible to participate in district tax-sheltered annuity/deferred compensation plans established pursuant to the Internal Revenue Code, consistent with regulations established by the Business/Financial Services Division.

ARTICLE VII: HOURS OF WORK

A. Changes and Exceptions
Nothing herein shall be construed as guaranteeing any Employee any number of hours of work per day or week. Work schedules may be changed by the Director of Safety Services or Building Principal, and such schedules may vary from the base work schedule.

B. Hours for Specific Positions
The working hours for specific positions are as follows (Employees who are involved in a shift change will be given a three-day notice unless there is an emergency):

1. Uniformed Security Officers (Site-Based)
   Base schedule to be forty (40) hours per week, Monday through Friday, as determined by the Director of Safety Services or Building Principal. Designated lunch periods will be one-half hour, at times set by the Director of Safety Service or Building Principal unless an exception has been granted by the Director of Safety Service or Building Principal. Officers will use the time clock system to check out for and document their lunch periods.

2. Uniformed Security Offices (SSC-Based) and Security Dispatchers
   Base schedule to be forty (40) hours per week, as determined by the Director of Safety Services. Designated lunch periods will be one-half hour, as times set by the Director of Safety Services unless an exception has been granted by the Director of Safety Services. Officers and Dispatchers will use the SecTrac system to check out for and document their lunch periods.

C. Rest Periods/Breaks
   All Employees will be allowed a rest period if their regular daily schedule calls for four (4) hours or more of continuous work. Rest periods may be flexible, but will generally be consistent with a 15 minute break for the first four (4) hours worked and a 15 minute break for the second four (4) hours worked as specified by the Director of Safety Services or the Building Principal.

ARTICLE VIII: COMPENSATION

A. Salary Schedule
   The salaries of Employees covered by this Agreement are set forth in the salary schedule in Appendix B which is attached to and incorporated into this Agreement.

B. Salary Range
   Employees will be placed on a range as identified in the Board-approved Classified Personnel Classification Plan. The exact step on the range will be determined by the Division of Human Resources after consideration of the individual's prior work, education and/or training.

C. Salary Steps
   Increment or step increases are included in the wage and salary schedule to recognize changes in responsibility based upon assignment and to reward length of service.

D. Step Movement
   Employees who began service prior to January 1, of the current year, shall normally advance one step on the salary schedule on July 1. Any employee, who on July 1 is on a disciplinary probation or Plan of Assistance, shall not advance on the salary schedule. Upon successful completion of a disciplinary probation or Plan of Assistance the employee is be eligible for step movement, that will be prorated from the date of completion of the disciplinary probation or Plan of Assistance, if employed prior to January 1st, of the current calendar year.

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E. Safety Services Career Ladder
   A Career Ladder Committee shall consist of three (3) A through Jc Employees appointed by the Union Chair and three (3) management employees appointed by the Director of Safety Services. The committee shall meet and report as needed by management or the union.

In the 202~~0~~1-202~~1~~2 school year, the Committee shall create a career ladder process. A testing process will be offered to eligible Safety Services employees once in the 202~~0~~1-202~~1~~2 school year. Employees who successfully complete the career ladder process by June 30, 202~~1~~2 will be able to advance on the career ladder for the 202~~0~~1-202~~1~~2 school year only. Employees eligible for advancement will not be entitled to retroactive compensation.

F. Education Pay

Full-time security employees paid on Ranges A through Jc who earn a college degree in Law Enforcement, Administration of Justice, Education, Cyber Risk, Psychology or Sociology, or a degree which the HRIS Compliance Manager determines in their discretion to be sufficiently related to one of those fields of study, may submit to the Human Resources Office competent proof of such degree and thereafter receive the following monthly compensation:

Associate's Degree $55/mo.
Bachelor's Degree $60/mo.
Master's Degree $65/mo.

~~F. Education Pay~~

~~Full-time security employees paid on Ranges A through Jc who earn a college degree in Law Enforcement, and/or Administration of Justice, Education, Cyber Risk, Psychology or Sociology, and upon receipt in the Human Resources Office of said proof of degree, shall receive the following monthly compensation:~~

~~Associate's Degree $55/mo.~~
~~Bachelor's Degree $60/mo.~~
~~Master's Degree $65/mo.~~

G. Paid Holidays

Paid holidays covered by this Agreement are shown in Article X and are included in determining the number of paid working days in a pay period for computing fractional or part-time work by Employees.

H. Differential Pay

Employees shall be paid one dollar ($1.00) shift differential pay per hour for each hour of their regular work schedule which occurs later than 6:00 p.m. but earlier than 6:00 a.m.

I. Premium Pay

All safety and security staff will receive $0.50 per hour premium pay for permanently assigned work at the following locations: Gateway Alternative Program, Greiffenstein ~~Alternative Elementary School,~~ -Wells Alternative Middle School, Bryant Opportunity Academy, and Sowers Alternative High School.

J. Longevity

Permanent classified employees who work twenty (20) hours or more per week are eligible for longevity payment if they meet the requirements set forth in Article VIII Section I3. Classified employees who are eligible for longevity during 202~~0~~1-202~~1~~2 will be paid by ~~January 29~~November 30, 2021. (See Timeline for Determining Percentages.) Notwithstanding anything to the contrary herein, classified employees who completed ten (10) years of employment with the Board on or before July 1, 202~~1~~2, will not advance to receive a longevity payment for the 202~~1~~2-202~~0~~3 school year and thereafter.

1. Determination

An Employee's longevity shall be determined by counting the years of continuous service as an employee of the District in any position which is permanent and requires a working schedule of twenty (20) hours or more per week.

2. Discontinuance of Employment
   Any discontinuity in employment, regardless of length, will result in full loss of longevity. In the event that a former employee, terminated as a result of reduction in force, is reemployed within two (2) years of the date of termination, then the period of unemployment shall not be regarded as a discontinuity in employment for the purpose of determining eligibility for a longevity payment. However, the period of unemployment shall not be counted in determining such eligibility,

3. Years of Service
   Employees on Ranges A through Jc of the Classified Salary Schedule shall qualify for longevity payments according to the following schedule:

10 to 19 years	3% of July 1 base salary
20 to 29 years	7% of July 1 base salary
30 or more years	11% of July 1 base salary

4. Timeline for Determining Percentages
   The percentages specified in item three (3) above will be applied to the Employee's base salary as of July 1 excluding all licenses, certificates, differentials, overtime, etc., and will not be affected by any increases due to a reclassification or adjustment occurring after July 1. To be eligible for a particular longevity category in Paragraph G.3. above, an Employee must have started that number of years of continuous service on or before July 1.

5. Longevity Payment Schedule
   All longevity payments will be made in November in accordance with regular payroll procedures and will be subject to all applicable deductions. Any Employee who is on unpaid leave of absence or whose employment terminates prior to November 15 will receive no part of any longevity payment.

K. Mileage
   Employees who are required to drive their own vehicles in connection with their employment shall be compensated at a rate per mile established by the Board at the beginning of the fiscal year. Compensation will be in a manner consistent with procedures established by the Business/Financial Services Division.

L. District Sponsored In-service
   Employees who are released to attend District-sponsored in-service activities and are being paid a wage will be allowed to use that time, if approved by Superintendent, Chief Human Resources Officer or designee, to advance on a career ladder.

M. Safety Services Uniforms Allowance
   Employees required to wear uniforms, will receive an annual uniform allowance of up to $~~45~~50.00. ~~However, employees hired in the 2019-2020 school year and those hired in July, August and September of 2020 will receive a one-time uniform allowance of up to $550.00. .~~ Uniforms may be ordered by

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employees through the District established ordering process. Payment for uniforms will be made by the District directly to the vendor.

N. 2021-2022 Lump Sum Bonuses

A 2% one-time, lump sum bonus will be paid to each eligible member of the bargaining unit who is actively employed by the District as of 8/16/21 who also worked for the District during the 2020-21 school year in a position covered under this agreement. The bonus will be calculated on wages paid between July 17, 2020 and July 2, 2021 (26 paychecks) and will exclude longevity earnings. If this agreement is ratified and approved by the BOE on 7/26/21, the bonus ~~could~~shall be paid by 9~~8~~/30~~31~~/21. New hires for the 2021-22 school year ~~would~~will not be eligible for this bonus. Any employee on LOA for the entire 2020-21 school year is not eligible for this bonus.

A second 2% one-time lump sum bonus will be paid to each eligible member of the bargaining unit who is actively employed by the District as of 5/26/22, including employees on Short-Term Disability and/or FMLA. This one-time, lump sum bonus will be calculated on wages paid between July 2, 2021 and June 17, 2022 (26 paychecks) and will exclude longevity earnings. This bonus ~~would~~shall be paid on 6/17/22. Any employee on LOA for the entire 2021-22 school year is not eligible for this bonus.

ARTICLE IX: OVERTIME AND HOLIDAY PAY

A. Holiday Pay Rates

Employees who are required to be on duty on holidays observed by the Board will receive premium pay. Employees shall receive holiday rates as follows:

1. For the Board recognized National holidays, listed in Article X, A, an Employee, who requests it, shall be granted the recognized holiday off when safety services activities permit. If the recognized holiday falls on a regular day off, the Employee shall be given time off as holiday pay on a day selected by the Employee within the 28-day work period in which the holiday falls, as safety services activities permit. *Example:* An Employee works Wednesday – Sunday. Labor Day falls on a Monday. The Employee shall be given a day to take as a holiday within a 28 day period, as safety services activities permit. If an Employee works on board recognized national holiday, the Employee shall be compensated two (2) times their regular hourly rate plus the Board-paid holiday rate and no time off will be given for working the recognized holiday. *Example:* Employee works Saturday – Wednesday. Labor Day falls on a Monday. If the Employee works, (2) times regular rate of pay will be paid plus Board-paid holiday. No other day will be given as time off. Otherwise, if the Employee does not work, holiday pay only will be paid. In cases where those working a Monday - Friday schedule are given a day off within a regular work week (e.g. July 4 falls on a weekend and a Monday is given as a day off) no holiday premium compensation will be given for working on these days(e.g. no holiday premium pay on Monday if work is performed on Monday).

For ~~2020-2021~~2021-2022, ~~Independence Day~~Christmas Day and New Year's Day fall~~s~~ on a ~~Sunday~~Saturday. Employees who are scheduled to work ~~this day~~either of these days but do not work will receive holiday pay. Employees scheduled to work and who perform work on these days will receive the appropriate premium as defined in this Article and holiday pay; they will not receive any days off at another time. Employees who are not scheduled to work will receive the appropriate number of days off during the 28 day period, as safety services activities permit. Those working a Monday-Friday schedule given days off within the regular work week will not be paid premium if they work on those recognized holidays, but will be paid premium compensation if they work on the weekend days. The Director of Safety Services will determine minimum and maximum staffing requirements for Board recognized national holidays. If Employees are called back to work during a Board recognized national holiday, the Employees will receive two (2) times their regular hourly rate plus Board-paid holiday rate.

2. For other Board recognized holidays listed in Article X, B, an Employee who requests it shall be granted the day(s) off when safety services activities permit. If the(se) days fall on a regular day off, the Employee shall be given time off as holiday pay on a day selected by the Employee within the 28-day work period in which the holiday(s) fall, as safety services activities permit. An Employee who works on Board recognized holiday(s) shall be compensated at one and one-half (1 1/2) times their regular hourly rate plus the Board-paid holiday rate. No time off will be given for working the holiday(s). The Director of Safety Services will determine minimum and maximum staffing requirements for Board recognized holidays.

B. Sunday Pay
Employees called back to work on Sunday shall earn two (2) times their hourly rate, unless Sunday is a Board-recognized national holiday, in which case the Employees shall be paid three (3) times their hourly rate. Employees who begin their call back on Saturday shall be paid the Sunday pay rate beginning at 12:01 a.m. on Sunday, if at least one hour is worked on Sunday.

C. Call Back to Duty
A "call back" to duty shall be considered not less than two (2) hours' work performed. Employees called to work under special circumstances, such as snow removal, will be allowed to work overtime and a regular shift.

D. Safety Services Emergency Work
In cases of emergency (e.g. entire District shut down, with the exception of limited Safety Services personnel), as identified by the Director of Safety Services, employees shall be compensated two times their regular hourly rate for work performed.

E. Excess of Forty (40) Hours (Overtime)
Employees shall be paid one and one-half (1 ½) times their regular hourly rate for all assigned hours exceeding a forty (40) hour work week (40 hours in pay status) which are not identified in A.1 or A.2 above.

F. Event Work
Employees assigned to work extracurricular events will be paid for a minimum of 2 hours even if they work less than 2 hours.

ARTICLE X: HOLIDAYS

A. Board Recognized National Holidays
The calendar adopted by the Board recognizes certain national holidays. For ~~2020-2021~~2021-2022, these days are as follows:

Independence Day
Labor Day
Veteran's Day
Fall Recess
Christmas Day – Observed on Monday December 27, 2021
New Year's Day – Observed on Monday January 3, 2022
Martin Luther King, Jr. Day
Presidents Day
Memorial Day

B. Other Board Recognized Holidays
The calendar adopted by the Board designates certain other days as holidays. For ~~2020-2021~~2021-2022 these days are as follows:

Friday following Thanksgiving
Christmas Eve
New Year's Eve
Spring Break (5 days)

C. Rate of Holiday Pay
Full-time Employees shall be paid their regular daily rate for their normal shift assignment for the above holidays, provided they are in pay status (except personal business) on the day before and the day following paid holidays.

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D. Calendar
The calendar adopted by the Board may be altered at the discretion of the Board or Superintendent.

ARTICLE XI: VACATIONS

A. Eligibility
Vacation with pay is granted to full-time Employees in positions requiring a 260 day working schedule.

B. Vacation Accrual Dates
The date for determining vacation eligibility is the anniversary date of employment for each full-time Employee. Vacation credit will be accrued and earned on a monthly basis based upon an Employee's working schedule set forth hereafter. An Employee is eligible to use accrued vacation days once earned, except new Employees will not be eligible to use accrued vacation days until they have satisfactorily completed their three (3) month probationary period. A new Employee will not be eligible for vacation pay or credit if the new Employee is terminated prior to satisfactorily completing their three (3) month probationary period.

Hours of Vacation Accrued per Month Based on Years of Service	
Months of Service	260-Day
1 to 36	6.67
37 to 48	7.33
49 to 60	8.00
61 to 72	8.67
73 to 84	9.33
85 to 96	10.00
97 to 108	10.67
109 to 120	11.33
121 to 132	12.00
133 to 144	12.67
145 and over	13.33

C. Approval of Vacation
The responsibility for approval of an Employee's vacation schedule rests with the Director of Safety Services or Building Principal.

1. Carryover of Vacation
All vacation accrued between anniversary dates of any given year shall ordinarily be scheduled and taken prior to the Employee's anniversary date of the following year. While the "carrying over" of vacation is discouraged, an Employee may carry over vacation days beyond June 30 of each year to a maximum of 320 hours.

2. Maximum Days Allowed
The maximum allowable number of vacation days that may be scheduled at any one time shall be the total number of days that an Employee will earn between the anniversary dates of the year the vacation is taken.

3. Minimum Units of Vacation Allowed
Absences chargeable to vacation time for employees paid on ranges A-Jc shall be in units no smaller than one-quarter hour.

D. Severance Pay
All earned vacation credit up to a maximum of twenty (20) days is paid upon separation from employment and is computed on the basis of the current salary. At the discretion of the Administration, employees who move to a shorter work year may be paid for some or all of their accumulated unused vacation days.

E. Holiday During Vacation
Holidays will not be charged against an Employee's vacation time when they occur during regularly scheduled vacation periods.

F. Working During Vacation
Employees are not allowed to work for the Board during their scheduled vacation time and receive additional pay for such time worked. Any exceptions, due to an emergency situation, must have prior approval of the Director of Safety Services or Building Principal.

G. ~~Fall/~~Winter/Spring Breaks

Employees who work the 260-day schedule will be scheduled to work at a minimum staffing level (i.e., two officers and one dispatcher per shift). Those not scheduled to work will be required to take these days as calendared vacation or temporary leave days unless the Employee opts to take them as unpaid days.

ARTICLE XII: EMPLOYMENT BENEFITS

A. Medical and Dental Benefits

1. The Plan

a) The Board will offer employees a base medical and a base dental plan with no additional employee paid premiums other than: premium without wellness discount, tobacco/nicotine user premium, working spouse premium, and part-time employee premium (0.75-0.99 FTE), as further described below. The Board provided medical and dental plans shall provide coverage for employees and eligible dependents, if any, in accordance with the terms, conditions and exclusions of the Board provided group medical and dental plans. Changes in these Board provided medical and dental plans will normally be effective on January 1 of any year and only with the involvement of the Union. At its discretion, the Board may offer additional medical and dental plan options with employee-paid premiums, through payroll deduction, that will be in addition to the premiums further described below.

b) The medical and dental plans will begin January 1 and will end December 31 of each year.

2. Eligibility

a) Employees who are employed in a position for 30 hours or more per week are eligible to participate in the Board provided group medical and dental plans. The employees' participation will be governed by the Health Plan Document.

b) Employees who were employed for at least 20 hours but less than 30 hours per week as of August 1, 2014, and who are currently receiving Health Plan benefits ("Grandfathered Employees") will also be eligible to participate in the Health Plan ("Grandfathered Employees"). An employee whose Grandfathered Status ends will no longer be eligible to participate in the health plan. The employee's removal from participation in the health plan will be governed by the Health Plan document.

c) To be eligible to participate in the Board group medical and dental plans, all employees will be required to enroll during open enrollment or within 31 days of hire. Employees who do not enroll, or decline through the enrollment process, will be automatically enrolled in the employee only base medical plan without the wellness discount and the employee only base dental plan.

3. Board Contribution

a) The Board will contribute $690 per month, all of which will be used to partially fund the Medical and Dental Plan, for every employee who is eligible to participate in the Health Plan under this Article XII, Section A.

b) The Board shall continue to pay its contribution for any eligible employee who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of the commencement of the total disability. All actions and decisions under the medical and dental plans shall be made in accordance with rules and regulations established by the Administration.

4. Premiums/Payroll Deductions

a) Effective January 1, 2018, classified employees and their spouses shall agree to a payroll deduction as set in the table below unless the employee and/or spouse qualify for a wellness premium discount:

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Employee Without Wellness Discount	$46.15	$60.00	$100.00	$1,200.00
Spouse Without Wellness Discount	$46.15	$60.00	$100.00	$1,200.00
Both Without Wellness Discount	$92.30	$120.00	$200.00	$2,400.00

*These premiums do not apply to dependent children; actual monthly deduction may vary based on pay calendar

The wellness premium shall be waived if the employee and spouse participate in wellness activities that equal 100 points each chosen by the employee and spouse from a list provided by Employee Benefits and Insurance Management and employee and/or spouse provide(s) proof of such participation through the online benefit enrollment system.

If non-tobacco/nicotine user is one of the wellness points selected for the current plan premium credit, the employee and/or spouse will be subject to audit and confirmation testing. If the test has a positive result, the employee and/or spouse will be disqualified from receiving the wellness discount and will be subject to paying the annual tobacco premium. The payroll deduction for a positive test result or refusal to be tested shall equal the annual tobacco premium, averaged between the date of the first payroll deduction after the employee and/or spouse refuses a test or is found to be positive for tobacco/nicotine use and the last payroll deduction paid in December of the year the payroll deduction is begun. Wellness points earned between September 1st and August 31st apply toward the wellness premium discount for the following plan.

Wellness points earned between September 1 and August 31 will apply toward the wellness premium discount for the following planplan year, January 1 to December 31. Proof of completed wellness points will not be accepted or applied toward the premium discount after the close of benefits enrollment, except as outlined below:

1. For the 2020 plan year, wellness points completed between September 1, 2018 and August 31, 2019 will apply toward the wellness premium discount for the 2020 plan year.
2. Starting inDuring the 20210 plan year, proof of wellness points completed September 1 through August 31 will not be accepted or applied toward the premium discount after the close of benefits enrollment.

3.1. For the 2021 plan year only, employees and their spouses are will not be required to complete wellness pointsprovide proof of wellness points completed between September 21, 2019 and August 31, 2020, and tThe payroll deductions for premium without wellness discount for failure to earn 100 wellness points will not be in effect. All employees and their spouses will receive the wellness premium discount in the 2021 plan year.

4. For the 2022 plan year, wellness points completed between September 1, 2020 and August 31, 2021, will be applied toward the wellness premium discount. and Employees and their spouses who do not earn 100 wellness points will not receive the wellness premium discount in the 2022 plan year. tThe payroll deductions required for

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premium without wellness discount for failure to earn 100 wellness points will be in effect.

Proof of completed wellness points will not be accepted or applied towards the premium discount after the close of benefit enrollment.

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b) Employees whose spouses have access to group medical insurance who choose to utilize the Board provided group medical and dental plans to provide coverage for the employee's spouse shall agree to a payroll deduction of $200 per month, or $2400 per year, beginning January 1, 2017 and thereafter. However, such employees who work less than a 12 month assignment shall agree to a payroll deduction equal to$2,400 per year pro-rated for the length of their assignment.

Employees with a spouse shall sign a certified statement verifying whether or not their spouse has access to group medical insurance.

c) Effective January 1, 2017, a permanent employee who is employed 30 or more hours and less than 40 hours per week in a primary benefited position shall agree to a payroll deduction of $40 per month. However, such employees who work less than a 12 month assignment shall agree to a payroll deduction of $480 per year prorated for the length of their assignment. For the 2016 health plan year only, the $40 per month part-time premium will be waived for eligible employees who are .75 FTE to .99 FTE. Grandfathered Employees, defined under Article XII, Section A, who are less than .75 FTE will continue paying the $40 monthly premium for the health plan.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Working Spouse	$92.31	$120.00	$200.00	$2,400.00

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Part Time Premium	$18.46	$24.00	$ 40.00	$ 480.00

d) An employee who is a tobacco/nicotine product user shall agree to pay the annual tobacco premium.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**

Employee tobacco user	$46.15	$60.00	$100.00	$1,200.00
Spouse tobacco user	$46.15	$60.00	$100.00	$1,200.00
Both tobacco users	$92.30	$120.00	$ 200.00	$ 2,400.00

However, such employees who work less than a 12 month assignment shall agree to a payroll deduction equal to the annual tobacco premium, prorated for the length of their assignment. To be eligible to participate in the Board medical plan, an employee whose spouse is a tobacco/nicotine product user who participates in the Board health insurance plan shall agree to pay the annual tobacco premium. However, such employees who work less than a 12 month assignment shall agree to a payroll deduction equal to the annual tobacco premium, prorated for the length of their assignment. Employees shall sign a certified statement verifying whether or not they are tobacco/nicotine product users and whether or not their spouse who participates in the Board health insurance plan is a tobacco/nicotine product user.

A tobacco/nicotine product user is a person who uses a tobacco/nicotine product or products four or more times per week within no longer than the past 6 months and includes cigarettes (including electronic cigarettes), cigars, pipes, and any form of chewing tobacco. The term tobacco/nicotine user does not include for religious or ceremonial use or when prescribed or recommended by a physician or in conjunction with smoking cessation treatment. Physician documentation would be required.

5. Cash Option

Eligible employees who provide evidence of other medical coverage as required by the Affordable Care Act may enroll in a cash option in lieu of participation in the base or buy-up medical plans. Eligible employees enrolled in the cash option shall be paid $1,200.00 per year pro-rated for the length of their assignment subject to applicable payroll deductions.

	Bi-weekly 26 pays	**Bi-weekly 20 pays**	**Monthly**	**Annually**
Cash Option	$46.15	$60.00	$ 100.00	$ 1,200.00

B. Severance Pay Benefits

1. Death, Retirement, Honorable Resignation

An employee who dies or who retires or resigns honorably after reaching age fifty-five (55) years or five (5) years in the employ of the Board shall be eligible for a severance payment.

2. Termination

An employee with 15 or more years of service with USD 259 who is terminated (other than for suspected criminal activity) may have ~~his/her~~their individual case reviewed through the grievance procedure. The parties to the grievance may allow the employee to voluntarily resign rather than involuntary termination, and if allowed, the employee will receive severance pay, if otherwise eligible. As a condition of allowing the discretionary severance payment, the employee must agree to settle and discontinue ~~his/her~~their grievance and additionally waive any other individual right or rights ~~he/she~~they may have against any officer, manager, supervisor, or employee of USD 259 arising out of ~~his/her~~their termination. The employee who is allowed to self-terminate under the above conditions will sign a Personnel Action Request with the remark "not eligible for rehire" in the comment section.

3. Computation and Rate of Severance Pay

The amount of the severance payment for which the employee is eligible shall be computed by multiplying the sum of the number of unused temporary leave hours which the employee has accumulated plus the number of unused vacation hours which the employee has accumulated in excess of the number which he/she is still eligible to take by $3.75 per hour.

For those employees paid by the hour the severance payment will be computed by multiplying the accumulated hours by $3.75 per hour. The severance payment shall be made to the eligible employee in accordance with regular payroll procedures and shall be subject to all applicable deductions.

4. Exceptions

Any employee who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.

C. Group Life Benefits

The Board shall provide group term life coverage with individual limits of $30,000 for all permanent employees who work twenty (20) hours or more per week. Any increase in coverage shall not be effective until the employee reports for work.

D. Short Term Disability Benefits

The Board shall provide short-term disability benefits as set forth in the short term disability summary plan description.

1. Rate of Benefits and Waiting Period

Short term disability benefits for disabilities resulting from non-occupational illness or injury, shall be paid at the rate of 70% of the employee's regular rate subject to all applicable deductions. Following the exhaustion of temporary leave, there is a five (5) day waiting period before short term disability benefits begin. The five (5) day waiting period will be waived for absences greater than thirty (30) consecutive calendar days and short term disability payments shall be paid retroactively.
(See also Temporary Leave.)

2. Single Disability

A single disability for a period of 180 calendar days is defined as a single absence. Under no circumstances will short term disability benefits be paid in excess of 180 calendar days from the date of disability.

3. Exceeding 180 Days Absent

If the employee cannot return to work on or before the 181st calendar day of absence, the employee will be terminated or placed on leave of absence from the district, if eligible.

4. Recurrence of Disability

For the recurrence of a disability to be considered a new disability, the disability will be subject to a new waiting period and required independent medical evaluation designated by Employee Benefits and Insurance Management. In addition, the employee must have returned to work for a continuous period equal to the period of absence or for thirty (30) consecutive work days. Short absences for reasons not related to the disability shall not be counted towards fulfillment of this requirement, but will not be considered an interruption thereof.

5. Second Distinct Disability

If a second distinct disability occurs prior to the expiration of thirty (30) consecutive work days, the thirty (30) day work requirement may be waived by the Chief Human Resources Officer or designee.

6. Injury/Accident During Employment
If subsequent to the commencement of short term disability benefits, it is determined that the illness or accident arose out of or in the course of employment, the employees compensation shall revert to worker's compensation disability payments and the employee's short term disability shall be reduced by any retroactive payment of workers compensation.

E. KPERS Benefits
The Board shall participate in the Kansas Public Employees Retirement System in accordance with KSA 74-4931, et seq.

F. Worker's Compensation Benefits
The Board shall continue under the Kansas Workers Compensation Law to provide worker's compensation coverage for all employees. Employee benefits are defined in state statute and are subject to legislative and judicial changes. Current state statute will supersede any provisions contained in this agreement. Workers compensation covers injury and disease arising out of and in the course of one's employment. Benefits include medical expenses and disability payments when applicable. Job related accidents will be reported to the employee's supervisor, and both the Employee Report of Incident and Supervisor's Report will be forwarded to the Employee Benefits and Insurance Management office immediately but no more than 24 hours after the occurrence. Compensation and charge to temporary leave procedures are as follows:

1. Procedures:
   a. Injured employees will immediately report accidents to their supervisors and the Employee Benefits and Insurance Management office within 24 hours.

   b. Injured employees will take their doctors' work status report after each appointment to ~~his or her~~their supervisor.

   c. Injured employees will report in after each doctor visit to the Employee Benefits and Insurance Management office.

   d. If employees have questions concerning worker compensation benefits or procedures, they may call the Employee Benefits and Insurance Management office, or the claims advisory section of the Division of Workers Compensation (1-800-332-0353).

2. Disability Payments:
   a. A seven calendar day waiting period must be met before the disability payments begin. If the employee is off work for 21 consecutive days, the same statute requires the employer to pay retroactively the first seven (7) days of disability.

   b. The employee will receive 662/3 percent of ~~his or her~~their average weekly wage, subject to the state weekly maximum. This benefit is paid as long as the authorized treating physician certifies that the employee is temporarily, totally disabled.

   c. A job injury absence up to five days will be charged to the employee's accumulated temporary leave to the extent that temporary leave is available, such charge will be reinstated if the employee is authorized to be off work for 21 consecutive days.

d. Use of vacation time to cover any part of any absence due to an on-the-job injury is not permitted.

e. If certified by the authorized treating physician, the Board will pay any permanent partial disability according to the formula provided by the state statute.

3. Medical Expense:

a. Workers compensation will pay all medical expenses resulting from the job related injury and prescribed by the authorized treating physician. Kansas state statute allows the Board to direct the medical care of its injured employees.

b. Injured employees will receive care from authorized doctors and will return a work status form from the doctor after each appointment to his or her supervisor.

c. State statute provides a limited amount for the employee to use at ~~his or her~~their discretion for a second opinion or treatment.

G. General Liability Coverage

1. The Board shall provide commercial general liability coverage with a combined single limit of liability of at least $500,000 per occurrence and including employees of the district within this coverage.

2. This coverage will include classified employees who transport pupils within the course and scope of their employment. However, a commercial general liability policy excludes coverage for automobiles. This reference to transport of pupils refers to the act of supervision of pupils. Employees' own automobile insurance shall be primary coverage for property damage, personal injury protection, and automobile liability protection. Board insurance shall provide secondary coverage only.

H. Unemployment

The Board, under the Kansas Employment Law, shall provide unemployment compensation for all eligible employees.

I. Voluntary Early Retirement

The Board will provide a voluntary early retirement program for classified employees who were hired prior to July 1, 1996. The substance and procedures of the program, and any changes thereto, are in each instance to be determined by the Board. Alterations shall not be applied retroactively to affect any retired employee receiving benefits from the program.

J. Flexible Spending

The Board shall provide a Flexible Spending Account Plan established pursuant to Section 125 of the Internal Revenue Code which will allow voluntary payroll deduction. The substance and procedures of the Plan, and any changes thereto, are in each instance to be determined by the Board after consultation with the Union. The Plan shall include only dependent care assistance and non-reimbursed medical expenses. Health insurance premiums will be deducted from wages on a pre-tax basis through the use of a Section 125 Cafeteria Plan.

K. Reassignment

Employees who are reassigned from one employee group to another will be subject to decisions by the Human Resources Division concerning temporary leave, longevity payments, and other conditions of employment. Such decisions shall be based on relevant provisions of various policies, procedures and

employment agreements in addition to the past practices of the district and maintenance of equity among employees.

L. Personal Injury/Battery
Whenever employees are absent as a result of personal injury caused by battery arising out of or in the course of their employment and when investigation by the administration indicates that they have used reasonable judgment, they shall be paid their full salary less any other Board provided or State provided employee compensation or disability benefits for the period of such absence without having such absence charged to their accumulated temporary leave. Payment for such absence shall not extend beyond 180 calendar days.

M. Catastrophic Emergency Benefit Plan
The Catastrophic Benefit Pool was established to help employees recover ~~some of their used temporary leave days when~~payment for days they have ~~gone~~ entered into deduct status after they have exhausted all their temporary leave and experience a major disaster declared by the President of the United States or a qualified medical emergency. The catastrophic event would need to be considered a qualifying Family Medical Leave event to be deemed a qualifying medical emergency.

1. The plan shall be established by allowing each benefited employee to contribute one (1) day of temporary leave into the plan. Those who wish to enroll in the Plan (those new to the district, those who wish to enroll for the first time, or those who went off benefits since they contributed a day) may do so ~~during the annual catastrophic open enrollment period~~at any time during the year. Those who have contributed a day in the past will NOT be allowed to do so again unless they went off benefits since they contributed the day or if in the future the hours drop low enough that the pool is required to be replenished.

2. All applicable temporary leave must be exhausted before individuals are eligible to apply for reinstatement of temporary leave days already deducted because of the catastrophe. Temporary leave must be in deduct and showing up as such on the PeopleSoft system before individuals are eligible. Employees who meet the criteria above shall be eligible to submit an application to draw on the pool up to twenty (20) days per contract year.

3. The Catastrophic Benefit Pool is not an option for people eligible for or receiving Worker's Compensation or Disability Compensation payments.

4. The plan shall be administered by Employee Benefits and Insurance Management. Disputes shall be resolved by the President of the Service Employees International Union or designee, the President of the United Teachers of Wichita or designee, and the Chief Human Resources Officer or designee.

N. BOE Carrier Options
Each benefit specified by this agreement may, at the Board's option, be provided by a Board selected carrier or by self-funding by the Board or any combination thereof. The Board may change from one carrier to another or to self-funding at any time. The specific coverage may be altered by the Board at any time so long as the coverage provided complies with the expressed terms of this agreement.

ARTICLE XIII: TEMPORARY LEAVE

A. Eligibility

Employees are eligible to accrue temporary leave days if they are working in a permanent position twenty (20) hours or more per week. Temporary leave days are computed on a common factor for all eligible Employees based on one (1) day earned for every fifteen (15) days in pay status.

B. Accrual
Each Employee who is eligible to accrue temporary leave days will be granted the number of days to which he/she is entitled for a year on the first day that the Employee reports for work on or after July 1. Temporary leave days will be prorated for any eligible Employee who works less than full-time or who is hired after July 1. Temporary leave days granted shall be added immediately to the Employee's accumulation. Probationary Employees will not be granted any temporary leave days in advance of such days being earned.

C. Unused Temporary Leave
Unused temporary leave days will be cumulative without limit.

D. Use of Temporary Leave
Accumulated temporary leave days may be used for:

1. Personal Illness, Injury, Incapacitation
Personal illness, injury, or incapacitation up to the maximum number of days the Employee has accumulated. However, no Employee may use temporary leave days for any single such disability beyond 180 calendar days from the first day of the disability. If the absence qualifies or will qualify for short-term disability and an Employee will be absent six (6) or more consecutive work days, the Employee must notify Employee Benefits and Insurance Management and provide medical documentation to Employee Benefits and Insurance Management within fourteen (14) calendar days of the onset of the absence. Employee Benefits and Insurance Management may require the ongoing verification of disability.

2. Spouse, Child, Parent
Illness, injury, or death of the Employee's spouse, child, or parent up to a maximum of fourteen (14) days per fiscal year. Up to eight (8) of these days may be used for illness, injury, or death of the Employee's in-law, grandchild, grandparent, sibling, aunt, uncle, niece, nephew, any person having been regularly living in the Employee's household, or in-law of the Employee's spouse, child, or parent.

3. Personal Business
Personal business up to a maximum of three (3) days per fiscal year by employees with less than twenty (20) years employment with the Board, and up to a maximum of four (4) days per fiscal year by Employees with twenty (20) years or more employment with the Board. Temporary leave days for personal business will be granted as long as regular work assignments can be carried on. However, temporary leave days for personal business will not be used to extend vacation and/or to extend adopted Board-approved holidays, conference release days, or non-working days. Personal business leave is provided for the Employee who is confronted with serious and urgent individual or family problems, emergency situations, or legal demands which cannot be attended to at any time other than through the Employee's duty day. Personal business leave may be used in the event of the illness or death of a friend or any other relative not identified as a member of the immediate family. Personal business leave is not provided for recreation or avocational activities. The Employee is not required to give the specific reason or nature of the personal business but must state that it falls within the above definition. The immediate supervisor must be notified as soon as the Employee knows of the need for personal business leave in order for the necessary arrangements

to be made. Repetitive use of personal business leave without proper notice, normally at least 24 hours in advance, will be cause for review.

4. Temporary Active Duty
   Temporary active duty up to a maximum of fourteen (14) days per fiscal year. Leave for temporary active duty is provided for the Employee who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.

5. ~~Paternity~~ Parental Leave
   ~~Paternity~~ Parental leave up to a maximum of five (5) days per ~~fiscal~~ contract year shall be provided for . ~~Parental leave is provided for~~ the non-delivering parent to attend the birth of their child.

6. Adoptive Leave
   Adoptive leave up to a maximum of ~~five~~ fifteen (15) days per fiscal year. Adoptive leave is provided to the Employee to provide time needed by the Employee to complete the adoption of a child by the Employee.

E. Charging Temporary Leave
When an Employee is absent from his/her assignment for any of the above reasons, such absence will be a chargeable absence and the number of days of such chargeable absence will be subtracted from his/her accumulated temporary leave days. Absence for a part of a day for hourly Employees shall be charged as temporary leave in amounts no smaller than one quarter hour.

F. Excessive Absences
Absences in excess of accumulated temporary leave or in excess of the specified limits are deducted from the Employee's salary at a daily rate for each day of such excess. However, the specified limits may be extended by the Chief Human Resources Officer upon written request by the Employee if the Employee has accumulated sufficient days.

G. Absences Subject to Review
All chargeable absences that continue beyond the specified limits, all absences without leave, all absences which are too frequent, and all chargeable absences which end without the Employee giving proper advance notice will be subject to review and appropriate action by the Administration.

H. Reemployment
Any former Employee who is reemployed within twelve (12) months of the date of termination, upon satisfactory completion of his/her probationary period, will have his/her temporary leave days that were accrued at the time of his/her separation reinstated for up to a maximum of five (5) years unless severance compensation has been paid for such leave.

I. Exceeding Five Days
If temporary leave is claimed in excess of five (5) consecutive days for an illness, injury, or incapacitation, on or before the end of the sixth day certification by a physician may be required before the wages for the period of leave are paid. Further, the Director of Safety Services or Building Principal may request, given evidence there is just cause, a physician's statement requiring medical verification at any time the Employee is absent.

J. Voting in Elections

In accordance with the provisions of Kansas Labor Laws, (KSA, 1978, Supp. 25-418) persons entitled to vote at a general or primary election will be entitled to absent themselves from their employment under the circumstances and for the period of time described therein.

K. Court/Jury Duty
Non-chargeable temporary leave for court duty or jury duty may be granted to an Employee to appear in court to answer a jury summons or for reasons other than personal neglect, violation of law, or matters in which the Employee has a vested interest. The amount paid for jury duty or witness fees, if any, shall be deducted from the Employee's regular pay. Verification of the amount received for jury duty or witness fees must be provided.

L. Notifying Supervisor
An Employee desiring to be off duty for any reason should make arrangements with his/her supervisor as far in advance as possible.

ARTICLE XIV: EXTENDED LEAVE

An Employee may be granted extended leave without pay or benefits, subject to approval of the Board, for health; illness of spouse, child or parent; maternity; paternity; adoption; study; campaigning for or serving in public office; or professional activities. Such leaves are subject to the provisions of the Board policy on extended leaves.

An Employee will be allowed to take an unpaid leave of absence for military service in accordance with the employee handbook.

ARTICLE XV: PLAN OF ASSISTANCE

The Plan of Assistance is designed to be helpful. It is initiated when other means of the assistive process have not been successful and the supervisor determines that the Employee needs additional assistance and support to maintain or achieve an acceptable level of performance.

ARTICLE XVI: NO STRIKE-LOCKOUT CLAUSE

A. The Union will not authorize, cause, aid, ratify or condone, nor will any Employee take part in, aid, render assistance to, or support any strike, sit-down, slow-down, stoppage of work, boycott, picket, or other interruption of work at any facilities or in the operation of the District.

B. The Board agrees that during the term of this Agreement, there will be no lockout. Lockout is defined in K.S.A. 75-4322 (r) as any action taken by the Board to provoke interruptions of or prevent the continuity of work normally and usually performed by the Employees for the purpose of coercing the Employees into relinquishing rights guaranteed by the Act.

ARTICLE XVII:

FURLOUGH AND REDUCTION IN FORCE

The Superintendent of Schools shall have the responsibility for determining the number of classified positions employed by the school district. If the Superintendent determines the need to reduce the number of classified positions, the Superintendent may, in his/her discretion, furlough classified employees for a specified period not to exceed ninety (90) days or declare a reduction in force. In either event, the following administrative implemental procedures shall take full force and effect, and shall apply to all classified employees.

1. If a reduction in force is necessary, the greatest possible reduction shall be accomplished through attrition.

2. If a reduction in force is necessary, the remaining reduction in the number of positions shall be accomplished by layoff.

    a. The reduction shall be applied to the largest group of classified positions which may be reasonable considered. The Superintendent or designee shall consult with union representatives prior to determining the group or groups of classified positions from which the reduction shall be made.

    b. Within each specified classified group, classified employees shall be selected by the respective administrative for layoff in the following order:

        1) Probationary classified employees within the 90 day probationary period.

        2) Classified employees on probation when a reduction in force is declared.

        3) Classified employees who are on a Plan of Assistance when a reduction in force is declared.

        4) Within each of the above sub- paragraphs, if two or more classified employees are otherwise equally eligible for selection, employees with shorter lengths of total seniority within the district will be selected before those with longer lengths of total district seniority.

        5) Following the above procedures, if two or more classified employees are equally eligible based on total seniority in the district, employees with the shorter lengths of current employment within the position will be selected before those of longer length of current employment.

    c. After implementing such a reduction procedure, the list of names of laid off classified employees shall be maintained by the Human Resources Division for two (2) years.

    d. Any classified employee who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law or by this policy.

    e. Any classified employee who has been so laid off may retain membership in the Board provided health coverage plan for a period of up to 18 months. However, the Board shall

make no contribution and the employee must make advance arrangements for payment of premiums with the Employee Benefits and Insurance Management Office.

f. It is the responsibility of the listed laid off classified employee to keep the Human Resources Division informed of their current contact information, i.e., e-mail address, current address, and phone number. Additionally, the laid off employee will maintain a current electronic employment application with Human Resources.

g. The named classified employee on the list will be considered an internal application. If a classified vacancy occurs within two (2) years for which the named classified employee on the list is qualified, the employee will be contacted to interview for the open position. The usual employment procedures will be followed in determining the fitness for employment.

h. If any classified employee on the list waives recall rights in writing, fails to accept recall to a position for which the employee is qualified, fails to respond within 10 days to a recall notice sent to the latest address furnished to Human Resources Division, or fails to report for duty in the accepted position, the name of such classified employee shall be removed from the list and such classified employee shall have no further recall rights.

i. Any classified employee who is recalled shall regain all employment benefits to which he/she was entitled at the time of layoff. However, no benefits may be accrued during the period of unemployment and the classified employee shall be subject to all changes in employment conditions which have been made in the interim.

j. In lieu of a reduction in force, the Superintendent may determine, in his/her discretion, that there is a need to furlough classified employees for a specified period not to exceed ninety (90) days. If so, the measures set forth in paragraph 2 above will govern the selection of employees for furlough, and the measures set forth in paragraphs 3, 4, 5, 6, 7, 8 and 9 will apply to employees who have been furloughed. If necessary, the Superintendent may determine in his/her discretion that it is necessary to eliminate the positions of and lay off employees who have been furloughed.

k. Employees on furloughed status shall retain vacation and/or temporary leave balances, and longevity status, accrued as of the date on which the employee is furloughed; however, no additional vacation and/or temporary leave, or longevity, will accrue during the furlough period. Furloughed employees are eligible to retain health and dental coverage in place as of the date they are furloughed, subject to the terms and conditions of the applicable plan(s). Furloughed employees remain responsible for their share of the cost of their coverage, with payment of the employee's share due at the same time as it would be made if by payroll deduction, or by an alternate payment schedule approved by Employee Benefits.

ARTICLE XVIII: GRIEVANCE PROCEDURE

A. Purpose and Definitions

1. The purpose of this grievance procedure shall be to resolve good faith differences of opinion regarding the interpretation or application of this agreement.

2. Grievance: any alleged violation or misapplication of this agreement.

3. Grievant: an Employee who has filed a grievance or, in the case of a group grievance, the Union.

B. Time Limitations

1. The time limitations specified at each level may be extended by mutual agreement between the grievant or his/her representative and the Superintendent or designee.

2. When the term "days" is used herein, unless otherwise specified, it shall mean contract days during the school year and calendar days between school years.

C. Informal Level

1. Prior to filing a grievance in writing and within fourteen (14) days after the occurrence of the event upon which it is based, the grievant and his/her representative, if any, shall attempt to resolve the matter informally by requesting a meeting with the immediate supervisor. Such a meeting shall be held within seven (7) days after the request is made.

2. Lack of adherence to informal level remedy shall retain grievance status.

D. Level One

1. If the matter is not resolved informally to the satisfaction of the grievant, the grievance must be filed in writing with the grievant's immediate supervisor within seven (7) days after the first informal meeting and a copy of such grievance shall be forwarded to the Union President or designee and the Superintendent or designee.

2. Within seven (7) days after receiving the Level One grievance, the immediate supervisor may, at his/her option, hold a discussion meeting with the grievant and his/her representative, if any. Within seven (7) days after the discussion meeting, if one is held, or within seven (7) days after the grievance is filed in writing, the immediate supervisor shall make a decision in writing, together with the supporting reasons. Copies shall be forwarded to the grievant, the grievant's representative, if any, the Union President or designee and the Superintendent or designee.

3. (a) The Union, as an alternative to the informal level and to an Employee(s) filing a Level One grievance, may file with the Superintendent an alternative Level One grievance in circumstances where the otherwise grievant(s) has a genuine concern that the filing of a grievance might result in retaliation being taken by the grievant's immediate supervisor. The President of Union shall verify to the Superintendent that the person who would otherwise file the grievance has a genuine concern that the filing of a grievance might result in retaliation being taken by the otherwise grievant's immediate supervisor. It is understood by the Union that the Board does not tolerate retaliation by supervisors against persons who file grievances and the Union agrees that it will cooperate with the Superintendent regarding the addressing and eliminating of situations where retaliation may be occurring.

(b) Upon the filing of an alternative Level One grievance, the Union shall file a written statement that sets out the alleged violation or misapplication of this Agreement. If the matter is not informally resolved between the Superintendent and the Union to the satisfaction of the person(s) who would otherwise have filed the grievance within ten (10) days after the grievance is filed, then the Superintendent and President shall meet at their mutual earliest convenience. Upon such meeting the Superintendent and President shall select a neutral person as a hearing officer to serve on a panel with the Union President and the Superintendent to decide whether there was a violation or misapplication of this agreement. The decision of the panel shall be final.

E. Level Two

1. Within seven (7) days after receiving the decision at Level One, the grievant may appeal the decision in writing to the Superintendent. The grievant shall forward copies to the immediate supervisor, the grievant's representative, if any, the Union President or designee and the Superintendent or designee.

2. Within fourteen (14) days after receipt of the written appeal or a grievance filed at Level Two, the Superintendent or designee will meet with the grievant and/or representative of the Union and all parties of interest in an effort to resolve the grievance.

3. Within fourteen (14) days after the meeting specified in Paragraph 2 above, the Superintendent or designee shall make a decision in writing. Copies shall be forwarded to the grievant, the immediate supervisor, the grievant's representative if any, the Union President or designee and the Superintendent or designee.

F. Level Three (Termination Grievances Only)

1. Within twenty (20) days after receiving the decision at Level Two, the grievant may appeal the decision of the Superintendent or designee to a hearing officer. The grievant shall forward copies of the request for a hearing officer to the grievant's representative, if any, the Union President or designee and the Superintendent or designee.

2. Within ten (10) days after the receipt of the request for a hearing officer, the parties shall jointly submit an open records request to the chief legal counsel for the Kansas State Department of Education for the list of hearing officers compiled by the Commissioner of Education as required by K.S.A. 72-5438(f) and amendments thereto. If the list exceeds five (5) names, the first five (5) names on the list will be the panel from which the hearing officer will ultimately be chosen. Any list provided after the first requested list that exceeds five (5) names will be chosen on a rotational basis, e.g., if there are eight names on the second list, then the sixth, seventh, eighth, first and second names on the list will serve as the panel from which the hearing officer will be chosen. After the panel has been selected, the right to first strike a name shall be determined by the flip of a coin. The parties shall then alternately strike names from this list until one name remains. The person whose name remains shall be the hearing officer. The hearing officer will be notified of his/her selection by a joint letter from the petitioner and the District, requesting that he/she set a time and place for the hearing subject to the availability of the parties, and the letter shall specify by stipulation the issue to be determined by the hearing officer.

3. The hearing officer will generally consider the following guidelines, as appropriate, in making a determination as to whether there is just cause to terminate.

(a) Was the employee, if appropriate, warned of the consequences of his or her conduct? The warning may be given orally or in writing. There are exceptions for certain conduct, such as, but not limited to, coming to work under the influence of alcohol and/or drugs, falsification documents including electronic documents, stealing District property, and behavior that threatens the health or safety of students, District employees or members of the public.

(b) If the termination involves not following a rule or an order, was the employer's rule or order reasonably related to efficient and safe operations? Was the rule or order communicated?

(c) Did the employer investigate before administering discipline, i.e., did the investigation include interviews of key witnesses and review of necessary documents, including those witnesses and documents suggested by both the employee and the District?

(d) Can the District meet its burden of proof by a preponderance of the evidence?

(e) Were rules, orders and discipline applied consistently and without discrimination?

(f) Did the employer use progressive discipline, if appropriate?

(g) Did the District, if appropriate, take into account the employee's length of service and past record, except conduct described in (a) above?

4. The hearing officer shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of this agreement. The hearing officer shall consider and decide only the stipulated issue presented to the hearing officer in writing by the district and the grievant, and the hearing officer's decision and award shall be based solely on the hearing officer's interpretation of the application of the terms of the agreement to the issue stipulated. If the parties were unable to stipulate the issue, the hearing officer shall first determine the issue to be decided as presented by one party or the other without alteration. If the matter presented to the hearing officer does not involve interpretation of the terms or provisions of this agreement, the hearing officer shall so rule in his/her award and shall make no other decision on the issue. The hearing officer shall render no award under this agreement which shall be retroactive beyond the date of the event on which the grievance is based. The award of the hearing officer shall be final and binding upon the Board, the Union, and the grievant involved.

5. The hearing officer so selected shall fix the time and place for the hearing and notify the parties thereof. In any disciplinary grievance, the hearing officer shall have no authority to alter or amend any discipline imposed by the district if the hearing officer finds either that the district's actions did not violate the agreement, or that there was just cause for the action.

6. No hearing officer decision made hereunder shall constitute a binding precedent with respect to any renewal of the existing agreement or the making of a new agreement between the Union and the Board. The force and effect of hearing officer decisions shall expire when the agreement expires unless the language involved is substantially the same in the expired agreement and the new agreement.

7. No decision of the hearing officer in any one case shall create a basis for retroactive adjustment in any other case which arose prior to the date of the written decision of the panel, unless the Union and the district mutually agree otherwise in writing.

8. The fees and expenses of the hearing officer shall be borne equally by both parties. Each party shall be responsible for its own hearing expenses. The party producing any witnesses shall pay the expenses of said witness, if any. Upon request of either party, an official court reporter shall record the proceedings, and the party making such request shall pay the cost of the reporter. If the other party requests a copy of the proceeding, that party shall share equally the costs of the reporter.

G. Board Review (All Grievances other than Termination)

1. Should the decision (relating to grievances other than termination grievances as outlined in Item F above) of the administrative review be unsatisfactory to the grievant, within ten (10) regular work days of the rendering of the decision, the grievant may make a written request for appeal to the Board. The grievant shall file a request for appeal with the Chief Human Resources Officer and/or designee.

2. The Chief Human Resources Officer and/or designee will set a hearing date with a committee of the Board not fewer than ten (10) regular work days or more than forty (40) regular work days after such an appeal is filed with the Chief Human Resources Officer and/or designee and the grievant will be informed in writing of the time, date, and place of the hearing at least five (5) regular work days prior to the hearing.

3. The grievant may be represented by an authorized representative of the Union, himself/herself, legal counsel, or any other person selected by the grievant. The grievant may also have witnesses appear at the hearing. The Chief Human Resources Officer and/or designee shall be informed in writing five (5) days prior to the hearing with the Board of the grievant's representatives and all witnesses to be present during the hearing.

4. The Board of Education, or a committee thereof, shall conduct the hearing in executive session unless the employee requests an open hearing.

5. The grievant will be given a written decision of the Board within thirty (30) regular work days following the conclusion of the hearing.

6. The final decision lies with the Board of Education, except that the employee shall have other remedies or appeals as are provided by the federal or state constitutions or by law.

H. Legal or Statutory Remedy

If the grievant pursues any legal or statutory remedy for an issue, then any further or subsequent proceedings for relief through the grievance procedure shall be barred unless the court or administrative agency refuses jurisdiction until all administrative remedies have been exhausted.

I. Reprisal/Discrimination

No employee shall be subject to any reprisal or discrimination by reason of the exercise of his/her rights under this Grievance Procedure or any appeal provisions set forth herein.

ARTICLE XIX: CLASSIFIED SAFETY SERVICES PROFESSIONAL DRESS PHILOSOPHY

All Employees are required to adhere to dress requirements established for their specific work group (i.e., required uniforms, protective equipment, etc.). When attending District in-service or other District-sponsored events, Employees will follow the Classified Professional Dress Philosophy as set forth in the then current Agreement between the District and the Union that applies to employees of the District who are employed in permanent positions for twenty (20) hours or more per week and are paid on range A-Jc of the classified salary schedule, excluding non-members of the Bargaining Unit and confidential employees. Exceptions may be granted by the Director of Safety Services or Building Principal as needed.

ARTICLE XX: CLASSIFIED ATTENDANCE GUIDELINES

A. The purpose of the Classified Attendance Standards are to provide guidelines to supervisors concerning employees who are approaching or in deduct status pertaining to the use of temporary leave.

B. It is the employee's responsibility to be aware of how many temporary leave hours they have accumulated and have remaining.

C. Temporary Leave Balance Under Forty (40) Hours

1. An "awareness letter" will be sent to the employee who has forty (40) hours of temporary leave remaining. The goal is to notify the employee as close to forty (40) hours as possible-realizing that due to hours missed this awareness letter may not be issued at exactly forty (40) hours of temporary leave remaining. The "awareness letter" is electronically sent to the employee and the employee's supervisor based on the hours in the Human Resources Information Systems system (currently PeopleSoft). This is not a disciplinary conference. The documentation of this conference will be kept in the supervisors file for five (5) years.
   i. Employees who have been in deduct status previously within the prior five (5) years of employment will move to the progressive disciplinary actions for attendance when they have a temporary leave balance under forty (40) hours.

D. Deduct Absences

1. An absence is considered to be in deduct when the employee does not have enough temporary leave hours available to cover all the hours they were absent for that shift.
2. Any protected absence approved by Employee Benefits is considered exempt and will not be included in calculation or application of this rubric.
3. A deduct absence that shall be considered as exempt from the rubric must be approved by the CHRO.

E. Progressive Disciplinary Actions

1. When an employee is in deduct status for the first time since employment they will receive a written warning with a mandatory referral to the Employee Assistance Program. The second deduct absence will result in the employee being placed on a ninety (90) day probation for attendance. The third absence in deduct would result in termination.

2. Employees who have been in deduct status previously within the prior five years of employment will receive a written warning with a mandatory referral to the Employee Assistance Program when they have a temporary leave balance under 40 hours. The first deduct absence will result in

being placed on a ninety (90) day probation for attendance. The second deduct absence will result in termination.

3. Supervisor will notify Human Resources before proceeding with disciplinary actions for deduct absences.

4. A formal disciplinary conference requires the supervisor to give written 24-hour notification to the employee. The employee has the right to bring representation of their choice to the conference.

   Documentation of this conference is to be sent to Human Resources.

5. When an employee is on probation for attendance, a defined absence is: a no call, a late call, (meaning past the timeframe in which the employee is slated to call in to report an absence), no shows, tardies, leaving early without permission, and a non-exempt absence.

	Paid leave balance under 40 hours	**Deduct absence #1**	**Deduct absence #2**	**Deduct absence #3**
Level A Employee is in deduct status for the *FIRST* time since employment OR it has been at least 5 years since the employee has been in deduct status.	Awareness Letter (Letter A)	Written Warning and EAP referral (PCS A1)	90 day Probation for attendance (PCS A2)	Termination (PCS A3)
Level B Employee is in deduct status, and has been in deduct status in one of the previous 5 years of employment.	Written Warning and EAP referral (PCS B1)	90 day Probation for attendance (PCS B2)	Termination (PCS B3)	

APPENDIX A
TO THE AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF USD 259, SEDGWICK COUNTY, KANSAS

AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO 513 (UNIFORMED SECURITY OFFICERS AND SECURITY DISPATCHERS)

DEFINITIONS

The following words and terms, for the purpose of the Agreement to which this Appendix A is attached, shall have the meanings prescribed below:

1. "**Agreement**" means the Memorandum of Agreement between the Board of Education of Unified School District No. 259, Sedgwick County, Kansas, and the Service Employees International Union, Local No. 513 (Uniformed Security Officers and Security Dispatchers, as certified by KDOL Case No.: 72-UDC-1-2014 on August 13, 2014).

2. "**Act**" means the Public Employer-Employee Relations Act (K.S.A. 75-4321 *et seq.*)

3. "**Administration**" means the Superintendent and the Superintendent's designees.

4. "**Bargaining Unit**" means all uniformed security officers and security dispatchers employed in permanent positions for twenty (20) or more hours per week and paid on Ranges A-Jc of the Wichita Public Schools' classified salary schedule. Safety Services employees paid on Ranges K-Z of the Wichita Public Schools' classified salary schedule, supervisors and confidential employees, as defined by the Act, are excluded from the Bargaining Unit.

5. "**Board**" means the Board of Education of Unified School District No. 259, Sedgwick County, Kansas.

6. "**Chief Human Resources Officer**" means the person whose job title is Chief Human Resources Officer for the District.

7. "**Contract Year**" means the one (1) year period of time beginning July 1 and ending June 30.

7. "**Director of Safety Services**" means the person whose job title is Executive Director of Safety Services for the District.

8. "**District**" means Unified School District No. 259, Sedgwick County, Kansas.

9. "**Employee**" means employees of the District who are members of the bargaining unit.

10. "**Superintendent**" means the Superintendent of Schools for the District.

11. "**Union**" means Service Employees International Union, Local No. 513.

APPENDIX B

WICHITA PUBLIC SCHOOLS
SSC DISPATCHER AND OFFICER CAREER LADDER

Range F	Range G – H	Range H – I	Range I – J	Range J
Requirements: High School Diploma	**Requirements:** Score 80% on Career Ladder test administered by Safety Services staff 20 hours of In-service earned within the last twelve months, 10 hours of in-service earned within the last twelve months for dispatchers No formal disciplinary actions in the past twelve months No assistive process or plan of assistance in the past twelve months	**Requirements:** Score 80% on Career Ladder test administered by Safety Services staff 24 hours of In-service earned within the last twelve months for officers, 12 hours of in-service earned within the last twelve months for dispatchers No formal disciplinary actions in the past twelve months No assistive process or plan of assistance in the past twelve months	**Requirements:** Score 80% on Career Ladder test administered by Safety Services staff 32 hours of In-service earned within the last twelve months, 16 hours of in-service earned within the last twelve months for dispatchers Mentor new Safety Services personnel No formal disciplinary actions in the past twelve months No assistive process or plan of assistance in the past twelve months	**Requirements:** Score 80% on Career Ladder test administered by Safety Services staff 40 hours of In-service earned within the last twelve months, 20 hours of in-service earned within the last twelve months for dispatchers Mentor new Safety Services personnel No formal disciplinary actions in the past twelve months No assistive process or plan of assistance in the past twelve months

NOTES:

- If an employee received disciplinary action in the ~~2019~~2020-2021~~0~~ school year, they will be eligible for advancement on the career ladder one year from the date (the pay period following the one year anniversary) of the incident that led to the discipline. The employee will be allowed to take the career ladder test at the time it is administered; advancement will occur later.

- To move one range on the Salary Schedule an employee must have served at least one calendar year at the previous range. The employee will be allowed to take the career ladder test prior to their one year anniversary, advancement will occur at the time of their anniversary.

APPENDIX C

WICHITA PUBLIC SCHOOLS													
2021-2022													
A-J SECURITY SALARY SCHEDULE 2.5%													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
AS	13.34	13.51	13.72	13.94	14.19	14.43	14.69	14.99	15.28	15.59	15.91	16.28	16.63
BS	13.69	13.90	14.12	14.37	14.62	14.91	15.19	15.52	15.84	16.18	16.53	16.90	17.27
CS	14.07	14.29	14.54	14.81	15.09	15.37	15.69	16.02	16.36	16.71	17.09	17.47	17.90
DS	14.47	14.74	14.99	15.27	15.56	15.87	16.19	16.53	16.90	17.27	17.67	18.06	18.50
ES	14.93	15.19	15.50	15.80	16.12	16.47	16.83	17.21	17.59	18.00	18.43	18.87	19.31
FS	15.37	15.68	15.97	16.31	16.65	17.02	17.39	17.78	18.18	18.61	19.05	19.51	19.99
GS	15.88	16.19	16.52	16.86	17.22	17.59	17.99	18.40	18.83	19.27	19.71	20.20	20.68
HS	16.40	16.72	17.09	17.46	17.86	18.27	18.70	19.12	19.59	20.06	20.55	21.05	21.58
IS	16.94	17.30	17.68	18.06	18.49	18.90	19.34	19.80	20.27	20.77	21.27	21.79	22.33
JS	17.53	17.92	18.31	18.73	19.15	19.59	20.05	20.52	21.01	21.52	22.04	22.58	23.14
JAS	18.14	18.55	18.96	19.42	19.86	20.34	20.83	21.33	21.86	22.41	22.96	23.52	24.11
JBS	18.75	19.21	19.64	20.09	20.57	21.05	21.57	22.08	22.63	23.19	23.76	24.33	24.94
JCS	19.43	19.87	20.36	20.85	21.33	21.85	22.36	22.91	23.45	24.02	24.61	25.23	25.84

~~*Y, Z Does not apply to Uniformed Security Officers*~~

APPENDIX D

WICHITA PUBLIC SCHOOLS
2020-2021
A-J SECURITY SALARY SCHEDULE

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	Y	Z
Range															
AS	13.01	13.18	13.39	13.60	13.84	14.07	14.33	14.62	14.91	15.21	15.53	15.88	16.23	16.60	16.98
BS	13.36	13.56	13.77	14.02	14.26	14.55	14.82	15.14	15.45	15.78	16.13	16.49	16.85	17.23	17.62
CS	13.73	13.95	14.19	14.45	14.72	14.99	15.31	15.63	15.96	16.30	16.67	17.05	17.46	17.87	18.27
DS	14.12	14.38	14.62	14.89	15.18	15.48	15.80	16.13	16.49	16.85	17.23	17.62	18.05	18.47	18.89
ES	14.56	14.82	15.12	15.41	15.73	16.07	16.42	16.79	17.16	17.56	17.98	18.41	18.84	19.29	19.73
FS	14.99	15.30	15.58	15.91	16.24	16.60	16.96	17.35	17.74	18.15	18.58	19.03	19.50	19.96	20.42
GS	15.50	15.80	16.11	16.44	16.80	17.16	17.55	17.95	18.37	18.80	19.23	19.70	20.18	20.67	21.16
HS	16.00	16.32	16.67	17.03	17.42	17.82	18.24	18.66	19.12	19.58	20.05	20.54	21.05	21.56	22.06
IS	16.53	16.88	17.25	17.62	18.04	18.44	18.87	19.32	19.78	20.26	20.75	21.26	21.79	22.32	22.85
JS	17.11	17.48	17.87	18.27	18.68	19.12	19.56	20.02	20.49	21.00	21.50	22.03	22.58	23.14	23.70
JAS	17.69	18.10	18.49	18.94	19.37	19.85	20.32	20.81	21.33	21.86	22.40	22.95	23.52	24.11	24.70
JBS	18.30	18.74	19.16	19.60	20.06	20.54	21.04	21.54	22.07	22.62	23.18	23.74	24.33	24.95	25.56
JCS	18.96	19.39	19.86	20.34	20.81	21.31	21.82	22.35	22.88	23.44	24.01	24.62	25.21	25.82	26.44

One member of the Bargaining Unit shall participate in all Safety Services applicant interviews, including management interviews. The Executive Board as listed above will select the member who will participate in the interview. The District will provide training for members who wish to participate in applicant interviews once in the 202~~0~~1-202~~1~~2 school year. In order to participate in an interview, the member must have attended the interview training as provided by a human resources representative. The Bargaining Unit agrees that at least 10 members will attend the training to ensure availability.

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July 1, 2020~~1~~– June 30, 2021~~1~~2

/s/ Delana Mock
Union Local 513

/s/ Kim Brewer
Union Local 513

/s/ Ene Akpan
Union Local 513

/s/ DeShonn Larkin
Union Local 513

/s/ ~~Sheril Logan~~Stan Reeser
Board of Education

~~January 11, 2020~~July 26, 2021
Date

AGREEMENT

between

WICHITA PUBLIC SCHOOLS – USD 259

Board of Education
Unified School District No. 259
Sedgwick County
State of Kansas

and

UNIFORMED SECURITY OFFICERS AND SECURITY DISPATCHERS
(Safety Services Employees)
THE SERVICE EMPLOYEES INTERNATIONAL UNION

July 1, 2021 through June 30, 2022

By and for the Board of Education

_____
Stan Reeser, President

_____
Dated

By and for SEIU

_____
Esau Freeman, Business Representative

_____
Dated