AGREEMENT

between

WICHITA PUBLIC SCHOOLS

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

and

UNITED TEACHERS OF WICHITA

August 1, 2022 through July 31, 2023

By and for the Board of Education	By and for UTW
_____	_____
Stan Reeser, President	Brent Lewis, President
_____	_____
Dated	Dated

AGREEMENT

Between

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

United Teachers of Wichita

August 1, ~~2021~~2022 through July 31, ~~2022~~2023

WICHITA BOARD OF EDUCATION

~~2021-2022~~2022-2023

Stan Reeser, President

~~Ben Blankley~~Sheril Logan, Vice President

~~Sheril Logan~~Kathy Bond

~~Mia Turner~~ Hazel Stabler

Ernestine Krehbiel

Julie Hedrick

Diane Albert~~Ron Rosales~~

SUPERINTENDENT OF SCHOOLS

Alicia Thompson, Ed.D.

BOARD OF EDUCATION NEGOTIATING TEAM

~~William P. Tretbar, Chief Negotiator~~

Dan Lawrence, General Counsel (Chief Negotiator)

Sara Richardson, Principal, East High School

~~Mitchell Linn, Principal, Wilbur Middle School~~

Chris Waterbury, Principal, Kensler Elementary School

Chris Wendt, Executive Director, Elementary Schools

Rebecca Werner, Director, Related Services

Sean Hudspeth, Chief Human Resources Officer

UNITED TEACHERS OF WICHITA

EXECUTIVE BOARD AND LEADERSHIP

Brent Lewis, President

Allen Gallaway, Treasurer

Jon Albers

Noel Lucero

Donna Cook-Lujano

Valerie Wills

Stephen Maurer

Kimberly Howard

Diane Smith

Katherine Warren, Vice President

Shannon Edwards, Secretary

Tracy Callard

Heather Brown

Ron Hobert

Christina Herring

Teresa Kidd

Mark Shultz

UTW NEGOTIATING TEAM

~~Greg Jones~~ Brent Lewis, Chief Negotiator

~~Kimberly Howard~~Mike Harris

Shaun Small

Jennifer Porter

Jennifer Sinsel

Noel Lucero

Susie McDonough

Greg Jones~~Brent Lewis~~

Diane Smith

Wichita Public Schools

Unified School District No. 259

903 South Edgemoor

Wichita, KS 67218-3337

TEACHERS EMPLOYMENT AGREEMENT
Table of Contents

		Page
	PREAMBLE	1
ARTICLE I:	DEFINITIONS	1
Section A	General Definitions	1
ARTICLE II:	GENERAL	2
Section A	Recognition	2
Section B	Management Rights	3
Section C	Savings Clause	3
Section D	Nondiscrimination	3
Section E	Closure Clause	3
Section F	Waiver Clause	4
Section G	New Bargaining Unit Members	4
ARTICLE III:	PROFESSIONAL YEAR	4
Section A	Professional Year for Teachers	4
Section B	School Calendar	6
ARTICLE IV:	PROFESSIONAL DAY	6
Section A	Elements of the Day, All Teachers	6
Section B	Elements of the Day, Classroom Teachers	8
Section C	Elements of the Day, All Teachers Except Classroom Teachers	9
Section D	Extra Duties	9
Section E	Time Schedules	10
Section F	Supervision of Student Teachers	10
Section G	Appeal	10
ARTICLE V:	TEACHER COMPENSATION	10
Section A	Definition and Placement	10
Section B	Salary Schedule	14
Section C	Method of Payment	15
Section D	Supplemental Salary	15
Section E	Overload Teaching	19
Section F	Contract Addendum	19
Section G	Health Occupations	19
Section H	Pay for Staffings	20
Section I	Pay for Temporary Substituting	20
Section J	Longevity Pay	21
Section K	Payroll Deduction	21
Section L	National Board Certification	21
Section M	Relocation	22
Section N	Teacher Request for Release from Contract	22
Section O	Lump Sum Bonus Payments	22

Page

ARTICLE VI:	CLASS SIZE REVIEW PROCEDURE	22
Section A	Procedure	22
ARTICLE VII:	TEACHER PROTECTION	23
Section A	Working Conditions	23
Section B	Medical Evaluation	23
Section C	Disciplinary Actions	23
Section D	Disciplinary Meetings or Hearings	24
Section E	Solicitation	24
Section F	Legal Action	25
Section G	Compliance	25
Section H	Property Damage	25
ARTICLE VIII:	PUPIL CONTROL	25
Section A	Classroom	25
Section B	Suspension, Expulsion	26
Section C	Physical Force	26
Section D	Right to Grieve P5112	26
ARTICLE IX:	TEACHER BENEFITS	26
Section A	Personal Injury Benefits	26
Section B	State Retirement Participation	27
Section C	Short Term Disability Benefits	27
Section D	General Liability Coverage	28
Section E	Life Coverage	28
Section F	Medical & Dental Benefits	28
Section G	Severance Payment	32
Section H	Tax-Sheltered Plans	32
Section I	Mileage Allowance	32
Section J	Early Retirement	32
Section K	Flexible Spending Account Plan	33
Section L	General	33
Section M	Catastrophic Emergency Benefit Plan	33
ARTICLE X:	LEAVES	34
Section A	Temporary Leave	34
Section B	Extended Leaves	36
Section C	Sabbatical Leaves	38
Section D	Family and Medical Leave	39
ARTICLE XI:	TEACHER USE OF FACILITIES	40
Section A	Building	40
Section B	Equipment	40
Section C	Announcements	40
Section D	Procedures	40
Section E	Posting Materials	40

Page

ARTICLE XII: PROFESSIONAL RIGHTS AND RESPONSIBILITIES 41
Section A General 41
Section B Rights and Responsibilities 41
Section C Nondelegable Board Power 42

ARTICLE XIII: ACADEMIC FREEDOM 42
Section A Academic Freedom 42
Section B Instructional Materials 43
Section C Outside Speakers 43
Section D Professional Review 43
Section E Nondelegable Board Power 44

ARTICLE XIV: TEACHER FILES 44
Section A Teacher Files 44

ARTICLE XV: TEACHER PERFORMANCE MANAGEMENT 45
Section A General 45
Section B Teacher Performance Management System Highlights 46
Section C Teacher Evaluation Component 46
Section D Orientation/Mentoring Phase 47
Section E Growth Plans (Deliberate Practice Plans) 48
Section F Plan of Assistance 48
Section G Peer Consultant Program 49

ARTICLE XVI: SCHOOL BUILDING COMMITTEE 50
Section A Purpose 50
Section B Organization 50
Section C Bylaws 51
Section D General Rules 51
Section E Teacher Governance Model 52

ARTICLE XVII: UTW RIGHTS 52
Section A Exclusive Rights 52
Section B Non-Exclusive Rights 53

ARTICLE XVIII: REDUCTION AND RECALL 54
Section A General 54
Section B Selection 54
Section C Notice 55
Section D Rights 55

Page

ARTICLE XIX:	GRIEVANCE PROCEDURE	56
Section A	Purpose and Definitions	56
Section B	Time Limitations	56
Section C	Informal Level	56
Section D	Level One	56
Section E	Level Two	57
Section F	Level Three	58
Section G	Rights of Representation	59
Section H	General Provisions	59
ARTICLE XX:	PRINTING AND DISTRIBUTION	60
APPENDIX A:	CALENDAR, ~~2021-2022~~2022-2023	
APPENDIX C:	TEACHER EVALUATION PROCESS	

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 OTHER LEGALLY PROTECTED CLASSIFICATIONS IN ITS PROGRAMS AND ACTIVITIES. ALL WICHITA PUBLIC SCHOOLS EMPLOYEES HAVE THE RESPONSIBILITY TO SUPPORT THIS STATEMENT. THE FOLLOWING PERSONS 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
(316) 973-4475

PREAMBLE

This master agreement sets forth herein terms and conditions of professional service for all employees employed by Unified School District 259 who are included in the bargaining unit as defined in the General Article of this agreement and shall remain in full force and effect beginning August 1, ~~2021~~2022, and ending July 31, ~~2022~~2023. Article IX, Section F, may be reopened at any time by either party to negotiate the terms of that section if health fund reserves drop below Eighteen Million Dollars ($18,000,000) or if the District's health benefits consultant and the company that administers the District health plan both project that health plan costs will increase by eight percent (8%) or more for the ~~2021-~~2022-2023 school year. Article V may be reopened by either party to negotiate the terms of that article if the District receives additional funding from the State or Federal government for the ~~2021-~~2022-2023 school year.

ARTICLE I: DEFINITIONS

Section A: General Definitions

1. **School District, District or School System:** Unified School District 259, Sedgwick County, Kansas.

2. **Board:** Board of Education of Unified School District 259, Sedgwick County, Kansas.

3. **Superintendent:** Superintendent of Schools of Unified School District 259, Sedgwick County, Kansas.

4. **UTW:** United Teachers of Wichita.

5. **Teacher:** Any employee who is a member of the bargaining unit as defined in the General Article of this agreement.

6. **Classroom Teacher:** A teacher whose major professional responsibility is the instruction of pupils and with whom pupils are based for pupil accounting purposes.

7. **Immediate Supervisor:** The immediate supervisor of a teacher is the building base principal unless otherwise designated by the teacher's job description. In case of a grievance, the immediate supervisor shall be the affected administrator.

8. **School Building Committee:** The committee formed at each school attendance center as set forth in the School Building Committee Article.

9. **Professional Day:** The period set forth in the Professional Day Article.

10. **Base Contract:** The teacher's basic contract for assigned services and for a designated number of contract days, and which contract incorporates the terms of this agreement.

11. **Contract Addendum:** A teacher's contract(s) for assigned services for contract days in an assignment which is an extension of the duties assigned under the teacher's base contract.

12. **Supplemental Contract:** A teacher's contract(s) for assigned and accepted services during hours that are in addition to those paid for in the teacher's base contract or in contract addendum(s).

13. **School in Session or School Day:** Those hours during which students are regularly required to attend classes.

14. **Contract Year:** A year of time starting August 1 and ending the following July 31.

15. **School Year:** That period of time when school is in session as set forth in the school calendar adopted by the Board.

16. **Professional Year:** The number of contract days annually for which a teacher is paid and their placement on the school calendar.

17. **Contract Days:** Those days during a professional year on which assignments can be made for which a teacher is paid to work.

18. **Daily Rate:** One, divided by the number of days in the teacher's annual base contract, times his/her base salary.

19. **Nonteaching Professional Days:** Those contract days for assigned services during which school is not in session.

20. **Nonworking Days:** Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.

21. **Administrator:** Any person employed by the Board in an administrative capacity who is fulfilling duties for which an administrator's certificate is required.

22. **Speech Language Pathologist:** A trained professional who evaluates and treats students with communication disabilities. The speech-language pathologist is licensed by the State of Kansas Department of Health & Environment and holds a certificate from the Kansas State Board of Education.

ARTICLE II: GENERAL

Section A: Recognition

Paragraph 1: The Board of Education recognizes the United Teachers of Wichita for the purposes of professional negotiations under K.S.A. 72-2215 *et seq.* as the exclusive representative for the teachers unit of the professional employees.

Paragraph 2: The bargaining unit shall be defined as those contract employees of the Board of Education in positions which require a certificate/license issued by the state Board of Education or employed in a professional, educational or instructional capacity by the Board of Education, including nurses, social workers and High School Junior Reserve Officer Training Corps (JROTC) instructors, but shall not mean any such person who is an administrative employee or administrative intern.

Paragraph 3: The Board and the UTW acknowledge that the agreement herein set forth has been adopted following a good faith effort by both parties to reach agreement between representatives of the UTW and the Board as provided in K.S.A. 72-2215 *et seq.*

Section B: Management Rights

Paragraph 1: The UTW acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities.

Section C: Savings Clause

Paragraph 1: 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 agreement or contract shall remain in full force and effect.

Paragraph 2: Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein. The Board shall not amend this agreement, nor make nor execute decisions or policies which violate this agreement.

Section D: Nondiscrimination

Paragraph 1: In all hiring and assigning of employees and in all compensation, benefits and other terms and conditions of employment, the school district shall comply with all applicable federal and state laws with regard to nondiscrimination on account of race, color, religion, sex, age, handicap, national origin or ancestry. Insofar as is reasonably possible, the Superintendent shall strive to maintain an equitable balance in each category of employment with regard to race, age and sex.

Section E: Closure Clause

Paragraph 1: Both the Board and the UTW acknowledge that all mandatory subjects of negotiations which either party proposed to negotiate have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement except by mutual consent.

Paragraph 2: This agreement may be amended at any time by mutual consent. However, no amendment to this agreement shall be binding unless executed in writing and ratified by both the Board and the UTW.

Paragraph 3: Certain District schools have been designated to be "priority" and "focus" schools by the Kansas Department of Education (KSDE). It is anticipated that requirements that may be imposed upon the District by KSDE that apply to priority and focus schools, if complied with, will cause the District to be out of compliance with the provisions of this agreement, and the District, as a result of being out of compliance with priority and focus school requirements, may lose federal or state funding. The District and UTW agree that the loss of state and/or federal funding should be avoided.

(a) The Superintendent will notify the UTW President if the Superintendent learns that enforcement of a provision of this agreement would cause the District to be out of compliance with a state or federal mandate and would jeopardize the District's receipt of funds from the state or federal government. Upon receiving notice the UTW President will meet with the Superintendent and they together will draft a waiver of the provision(s) of this agreement that, if enforced, would jeopardize state or federal funding. A waiver of enforcement of a provision of this agreement will be drafted as narrowly as possible.

(b) When the Superintendent and President of UTW agree to a waiver clause, the waiver clause shall be presented to the Board of Education and to the UTW Executive Board for approval. The waiver clause shall be effective upon approval by the Board of Education and the UTW Executive Board.

Section F: Waiver Clause

Paragraph 1: The UTW recognizes that it has the right to negotiate any and all terms and conditions of professional services as set forth in K.S.A. 72-2218(*1*) and judicial interpretations thereof. Regardless of that right, the UTW 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 UTW 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.

Section G: New Bargaining Unit Members

Paragraph 1: Upon reemployment in or transfer to the teachers bargaining unit, teachers will be subject to decisions by the Human Resources Division concerning temporary leave, longevity payments and other terms and conditions of employment. Such decisions shall be based on relevant provisions of applicable policies, procedures and employment agreements in addition to the past practices of the District, maintenance of equity among employees and the intent of the applicable language involved.

ARTICLE III: PROFESSIONAL YEAR

Section A: Professional Year for Teachers

Paragraph 1: Contract Days

(a) The base contract days for teachers for the ~~2021-~~2022-2023 contract year and thereafter, exclusive of those in supplemental or contract addendums, shall be 190 days consisting of teaching and nonteaching professional days as determined by the Board. Daily rate of pay for the ~~2021-~~2022-2023 contract year and thereafter shall be calculated based on 190 days.

(b) The base contract for High School Junior Reserve Officer Training Corp (JROTC) instructors shall be for twelve (12) months a year. High School JROTC instructors shall observe as nonworking days the days on the calendar as set forth in Appendix A that are identified as holidays and recess days. Additional nonworking days, to a maximum of 20 days, shall be arranged with and approved by the base principal and shall normally be scheduled outside the school year. High School JROTC instructors shall be entitled to such additional nonworking days commencing August 1 the second year of their employment. If a High School JROTC instructor starts work after August 1 of a year, then commencing the upcoming August 1, the instructor shall be entitled to a prorated number of nonworking days based on the time period worked. Those nonworking days not used by August 1 of each year shall be lost as of each August 1.

(c) The Superintendent and the UTW President will review all requests submitted to extend the school year prior to April 1 of each year. Their joint recommendation shall be subject to Board approval. All requests must be first supported by 80 percent of the affected staff as determined by a secret ballot election conducted by the UTW. Staff members who do not support the extended year concept shall have the right to transfer. Such contract days shall be scheduled on weekdays, Monday through Friday, between the first and last workday of each contract year. In the event that schools are closed for one or two days due to inclement weather, the number of base contract days shall be reduced by such one or two days.

Paragraph 2: New Teacher Orientation

Prior to the teachers report day, the administration may schedule up to three (3) days for the purpose of orienting newly employed teachers. Such days shall be used for staff development, diversity training and other orientation activities designed by the administration. One of the days will have a general session for all new teachers which will include presentations by the Superintendent or designee, Board President or designee, and the UTW President or designee, along with any other presentations deemed necessary by the district. At least one hour will be given to the UTW during the other two days for the UTW to present items of mutual interest. The UTW shall also be given the opportunity to present items of mutual interest on one day to extended school year teachers that do not participate in the regular new teacher orientation. New teacher orientation for extended year teachers may be shortened to two days by mutual agreement between the administration and the UTW. The UTW shall participate with the administration as to preparing and designing the new teacher orientation program. Any teacher who is required to attend shall receive his/her daily rate for attendance on the General Session day and shall receive $14.50 per hour for attendance on the other two days. Payment shall be paid within thirty (30) days of the second day of orientation unless Labor Day falls within that period, in which case payment shall be made the first working day after Labor Day or thirty (30) calendar days after the second orientation day, whichever comes last. Partial days shall be prorated. Compensation shall be paid in accordance with regular payroll procedures. Teachers shall select a fringe benefit option. The teacher shall have up to three succeeding days (Monday-Friday) to change the selection.

Paragraph 3: Workshop Inservice Training Day

During each contract year, attendance centers shall be guaranteed at least one day between October 1 and March 15 on any Monday through Friday for the purpose of a workshop or inservice training. The Superintendent shall schedule the time to be taken.

Paragraph 4: Each teacher shall have three uninterrupted days in his/her classroom during the pre-school teacher report days. In order to accommodate other building/ district inservice requirements, it may be necessary to divide these days into six one-half day segments.

Paragraph 5: A teacher shall be provided one full day of uninterrupted time at the end of each grading period ("nonteaching duty day"). Reporting of grades during each grading period (posting, transferring and recording) will be required as set forth below:

(a) Secondary teachers (grades 6-12) will update and post grades a minimum of every other week;

(b) Elementary teachers (grades 1-5) will update and post student grades a minimum of one time per month.

c) Updating and posting of grades by elementary teachers (Pre-K and Kindergarten) is not required earlier than the end of the nonteaching duty day.

Reporting of final quarterly grades for elementary teachers and reporting of quarterly progress reports and final semester grades by secondary teachers is not required earlier than the end of each nonteaching duty day. If a teacher has finished reporting of grades by the end of the day before the first quarter, first semester, or third quarter nonteaching duty day, the teacher does not have to report for the nonteaching duty day. A teacher who does not have grades reported by the end of the day before the first quarter, first semester, or third quarter nonteaching duty day must report to work on the nonteaching duty day, but may leave as soon as grades are reported. As it applies to the end of the second semester, final reporting of grades (posting, transferring and recording) will not be required earlier than the end of the fourth quarter nonteaching duty day. If the teacher has all grading and documentation requirements complete before the fourth quarter nonteaching duty day, the nonteaching duty day will only be for building checkout procedures ("end of year checkout process") with no specified time requirement. Teachers shall not be required to print their own report cards.

Paragraph 6: Special Education teachers, pre-kindergarten teachers and speech-language pathologists who have case manager responsibility for Individual Education Programs (IEP) and who have Special Education students assigned to them in a classroom environment shall be provided four (4) professional days per school year to work on IEPs at their building. The professional days shall be scheduled by agreement between the building principal and teacher and shall be taken in full day increments with a maximum of two days taken per quarter.

Paragraph 7: A conference release day will occur once each semester. This day will be provided as compensatory time for evening parent-teacher conferences. Portions of parent-teacher conferences will be held in the evenings with the amount of time not to exceed seven (7) hours for the week.

Section B: School Calendar

Paragraph 1: The school calendar adopted by the Board is set forth herein as Appendix A.

ARTICLE IV: PROFESSIONAL DAY

Section A: Elements of the Day, All Teachers

Paragraph 1:

(a) The ending time of the school day in each building for the ~~2021-~~2022-2023 school year and thereafter shall be seven (7) hours and ten (10) minutes after the beginning time. The Superintendent and the UTW President will review all requests submitted to extend the school day prior to April 1 of each year. Their joint recommendation shall be subject to Board approval. All requests must be first supported by 80 percent of the affected staff as determined by a secret ballot election conducted by the UTW. Staff members who do not support the ex-

tended day concept shall have the right to transfer. Teachers shall be present during those hours when they have an assigned responsibility. Teachers must notify the building principal or designee when they will be out of the building while school is in session.

(b) A building principal, with the approval of the Superintendent, shall have the authority to adjust beginning and ending times of the school day of individual teachers in a manner that does not exceed the length of day in subsection (a) above for the individual teacher, subject to the individual teacher's agreement with such change.

Paragraph 2: Teachers shall attend individual conferences with administrators at reasonable times but in no case later than the teacher's next conference/ preparation period.

Paragraph 3: Teachers shall attend necessary staff meetings at the direction of the base school principal or district office program administrators. Normally, teachers shall be given at least 48 hour notice of such meetings. Normally, not more than one (1) total building staff meeting shall be held per calendar month and teachers shall not be required to attend longer than 60 minutes per meeting. However, at the principal's discretion, two additional staff meetings may be held during the school year, but no more than one per semester. A teacher's absence from any staff meeting should be the exception rather than the rule. In the event of an absence, it is the teacher's responsibility to contact the principal so that the information from the staff meeting can be communicated to the teacher in a timely manner.

Paragraph 4: Teachers shall attend pupil and parent conferences when necessary including reasonable requests from a pupil or parent.

Paragraph 5: Teachers shall be present in and around the building for a minimum of ten (10) minutes before and after the school day. This time shall be used for the purpose of preparations, conferences, and supervision of pupils as directed by the principal but will not be considered part of a teacher's conference/ preparation time.

Paragraph 6: Teachers shall make complete and adequate preparation to fulfill their responsibility to pupils.

Paragraph 7: Teachers shall accomplish necessary administrative work directly related to their assignments.

Paragraph 8: Teachers may be required to collect and transmit money. Teachers shall exercise reasonable care to assure that money collected will not be lost. Reasonable effort will be made to keep money collection by teachers to a minimum and to expedite the collection process. Each teacher who collects monies shall be provided building and district policies concerning the collection of money.

Paragraph 9: Teachers shall not be required to transport pupils to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or condition of employment under a supplemental contract. However, a teacher may do so voluntarily with the advance approval of the building principal.

Paragraph 10: On nonteaching professional days, teachers shall be present for 7 hours and 30 minutes including the lunch period. An authorized administrator may reduce such time requirement.

Paragraph 11: Teachers shall attend up to three (3) evening events designated as mandatory and published with at least two (2) weeks' notice by the base school principal. Such events shall be beneficial to the school community, and teachers shall not be required to attend longer than two (2) hours per event. Additional mandatory evening events may be designated upon a majority affirmative vote conducted by secret ballot of the teachers.

Paragraph 12: All teachers shall be guaranteed at least one 40-minute, duty-free lunch period per day.

Paragraph 13: Lesson Plans

(a) All teachers providing instruction to students will use written lesson plans that utilize applicable scales and critical content and otherwise conform to USD 259 standards. Subject to the foregoing requirements, the teacher shall otherwise determine the format of the lesson plans.

(b) Teachers will make their lesson plans and any other supplemental material used for instruction of students available to the administrator upon request. The parties agree that, whenever possible, lesson plans should be prepared in advance but recognize that appropriate instruction may occasionally require adjustments or modifications to lesson plans that reasonably cannot be completed prior to the presentation of the plans.

(c) The administrator requesting the lesson plans will provide meaningful and timely written feedback to the teacher.

Paragraph 14: Meetings that teachers are required to attend will not be set on days when elections for federal, state or local offices are held.

Section B: Elements of the Day, Classroom Teachers

Paragraph 1:

(a) Each full-time classroom teacher and special education teacher shall have a schedule which normally provides at least 225 minutes per five day week for conferences and preparations. During one week per month, an additional 45 minutes will be scheduled for elementary teachers. Teachers in grades 6 through 12 in buildings with block schedules shall have a schedule which normally provides at least 450 minutes per two consecutive five-day weeks for conferences and preparation, but no less than 180 minutes per week.

(b) In grades one through five and full-time kindergartens, this time shall occur in not less than 30-minute periods. In half-day kindergartens and pre-kindergartens, this time shall occur in not less than 20-minute periods.

(c) Neither the 10 minutes before and after the school day nor passing periods may be considered as conference/preparation time.

Paragraph 2: When any class assigned to the teacher does not meet for any reason, the teacher may be assigned other professional duties during the class time.

Paragraph 3: When the teacher is absent, the teacher will have available for the substitute lesson plans in sufficient detail to provide adequate guidance to the substitute, as well as class lists and seating charts where appropriate. In the event an absence exceeds three (3) days, the teacher shall make the grade book available to the substitute upon request.

Paragraph 4: Special education teachers who manage IEPs shall not be required to perform light duty.

Section C: Elements of the Day, All Teachers Except Classroom Teachers

Paragraph 1: The base school principal shall determine the teacher's daily time schedule after giving consideration to any schedule which the teacher may have suggested and to the teacher's need for conference/preparation time. Teachers shall also be present during those additional hours required to perform their particular assignments. Teachers who in one day serve multiple buildings with different starting times shall not be required to have a permanent schedule which would exceed the normal workday for non-classroom teachers.

Paragraph 2: Teachers shall attend evening activities related to their particular assignments as designated by the base school principal.

Paragraph 3: Each full-time elementary music teacher, elementary physical education teacher, elementary library media specialist and elementary art teacher shall have a schedule which normally provides approximately 225 minutes per five day week for conferences and preparations. During one week per month, an additional 45 minutes will be scheduled for elementary teachers. This time shall occur in not less than ~~20~~30 minute periods. Neither the 10 minutes before and after the school day nor passing periods may be considered as conference/preparation time.

Paragraph 4: Library media specialists will not be required to supervise study halls while carrying out their regular assignments as library media specialists.

Paragraph 5: Except for an emergency situation or implementation of the building emergency plan, teachers for which a personnel shortage requires a portion of those services to be contracted out, shall not be required to serve as a temporary substitute or to supervise students during lunch, recess, passing periods, assemblies, study hall or before or after school.

Paragraph 6: The school nurse shall be afforded up to sixty (60) minutes per week for the nurse to complete required medical documentation, provided that the time schedule is established in advance with the building principal and will be adjusted if a conflict arises.

Section D: Extra Duties

Paragraph 1: While participation in extra activities including in-service and committee activities beyond the professional day may be encouraged by the Board or administration, the same will be voluntary in nature unless required by the responsibilities as set forth in Sections A, B, or C above, or unless required by the Supplemental Salary Section of the Teacher Compensation Article.

Paragraph 2: Regular duties assigned in addition to the responsibilities set forth should be compensated and set forth in a Supplemental Salary Schedule, and once compensation is so set, accepted and added to a Supplemental Salary Schedule as set forth in the Teacher Compensation Article, such duties shall be fully performed in a professional manner.

Section E: Time Schedules

Paragraph 1: Teachers shall work in accordance with established time schedules. Such schedules shall include the lunch time(s) and, in some buildings, the number of and times for teaching periods.

Paragraph 2: Permanent changes in a school's normal time schedule may be proposed by the principal or the School Building Committee. Under normal circumstances, changes should be proposed no later than April 1 for the following school year. Such proposed changes shall be submitted to the School Building Committee which shall be responsible for determining the degree of acceptance by teachers who would be affected. The findings of the committee shall be reported to the principal in a timely manner. The principal shall give consideration to such findings prior to making his/her decision and the School Building Committee shall be notified in writing of that decision. If the School Building Committee does not give written notice of its disagreement with the principal's decision within five (5) contract days, the principal's decision shall be implemented.

Paragraph 3: If the School Building Committee notifies the principal within five (5) contract days of its disagreement with his/her decision, the elementary or secondary District Schedule Committee, each composed of three (3) members appointed by the UTW and three (3) members appointed by the Superintendent, shall meet and permit the School Building Committee, the principal, and other interested parties an opportunity to be heard regarding the proposed school changes. The District Schedule Committee shall make a timely recommendation to the Superintendent. The Superintendent shall give consideration to the recommendation of the District Schedule Committee prior to making his/her decision. The Superintendent's decision shall be implemented.

Section F: Supervision of Student Teachers

Paragraph 1: Supervision of a student teacher shall be voluntary. Teachers shall normally be notified of a student teacher assigned at least two (2) weeks prior to the student teacher's introduction to the classroom. The school system shall provide the cooperating teacher with whatever materials it deems appropriate. The cooperating teacher shall be responsible for being knowledgeable of the contents of any such materials provided.

Section G: Appeal

Paragraph 1: In the event an administrative decision is made concerning the professional day, such decision shall remain in effect pending determination under the grievance procedure.

ARTICLE V: TEACHER COMPENSATION

Section A: Definition and Placement

Paragraph 1: Each teacher employed by the Board shall be compensated for the professional services which he/she renders during the professional days for the term of a contract year. This compensation shall be termed salary and the amount of such salary each teacher receives for a contract year shall be determined by his/her placement on the Teachers Salary Schedule (Section B, Paragraph 1 of this Article).

(a) A fractional part of a year's service shall be paid on the basis that the number of contract days worked bears to the total number of contract days in the contract year.

(b) The base contract salary shall be prorated for any teacher who teaches less than full time.

Paragraph 2: The final judgment concerning the placement of any teacher on the salary schedule shall be determined by the Human Resources Division. Such judgments are not to be inconsistent with this Section.

Paragraph 3: General Provisions

(a) Each teacher shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience entitle him/her. All salary placements are subject to verification of experience and training and shall be adjusted in any direction for each contract year to the level for which the teacher proves his/her entitlement on or before September 10 of each year. Experienced teachers beginning their employment after September 10 of a school year shall be placed on the track and step for which they qualified as of September 10 of that school year. Inexperienced teachers beginning their employment after September 10 of a school year shall be placed on Step 2 of the BA Track or on Step 2 of the track for which they qualified as of September 10 of that school year, whichever is higher. Teachers employed full time for one full semester of a school year shall be given credit for one year of experience; however, one full

semester of full-time teaching experience obtained in each of two different years or school systems shall be combined and counted as one year of experience with adjustment in step placement made accordingly.

(b) Subject to (a) above, the teacher qualifies for one (1) higher step for each full year of teaching experience under a contract with Unified School District 259, and for each year of extended or sabbatical leave when such leave is expressly to be so counted in the Leaves Article. However, any teacher who completes the previous school year on a Plan of Assistance and continues on that plan in the next school year will not qualify to advance to a higher step. Notwithstanding any other provisions of this agreement, upon successful completion of a Plan of Assistance, the teacher, if eligible under this agreement and Paragraph 3(a) above, shall immediately move to the next step. The phrase "full year" as used in this subparagraph shall mean being under a base contract for 170 or more days within one contract year. No teacher will move more than one step in any year.

(c) At the time of reemployment, a teacher who has been employed previously as a teacher under a contract with Unified School District 259 shall be placed in accordance with the salary provisions of the current Teachers Employment Agreement. However, no such teacher shall be placed on a lower numbered step than he/she was on at the time of the last day in base contract pay status of the most recent prior employment. Furthermore, if at that time the teacher was eligible for the next higher step in the subsequent contract year, the teacher shall be placed on that next higher step on the appropriate track at the time of employment. This step placement shall be adjusted as necessary to account for changes in salary placement procedures which may have occurred in the interim.

(d) Any former teacher who is reemployed within twelve (12) months of the date of termination will have his/her temporary leave days that were accrued at the time of 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.

Paragraph 4: Placement on Teachers Salary Schedule

(a) **Track**

On the Teachers Salary Schedule (Section B, Paragraph 1 of this Article) each track (vertical column) represents an earned degree from an accredited institution of higher learning or additional earned graduate credit semester hours not already counted in an earned degree. Credit for salary purposes shall be given for only those graduate degrees and/or graduate hours as recognized and supervised by the graduate school of an accredited institution, unless otherwise expressly provided by this Section. Such institutions must have been accredited at the time the degree and/or hours were earned. The accreditation agency must be an agency approved by the Human Resources Division. To be eligible for a degree track, the teacher must have earned the degree that track spec-

ifies. His/her placement on an intermediate track higher than the degree track to which he/she is entitled is contingent upon his/her having earned the additional number of graduate semester hours which that track specifies for their equivalent in quarter hours or third hours. Such additional graduate hours may have been earned prior to the date of the teacher's latest degree, but must not have been used to satisfy degree hour requirements. For the ~~2021-~~2022-2023 contract year, teachers who qualify for track movement will be placed in the appropriate track to which the teacher is entitled.

(b) **Initial Step Placement**

At the time of employment, each teacher will be placed on the highest numbered step for which he/she qualifies in accordance with the column of the Teacher Salary Schedule entitled "Initial Placement". Other relevant teaching experience may result in higher initial step placement as determined by the Chief Human Resources Officer.

(c) **Step Movement**

Teachers who are eligible for step movement for the ~~2021-~~2022-2023 school year will move one step above the step they were in during the ~~2020-~~2021-2022 school year.

(d) ~~**Catch-up Step Movement**~~

~~One or two step catchup will be paid to certified staff who are one or two steps behind from those years when steps were not negotiated, conditional upon the certified staff not having reached the maximum step attainable pursuant to the salary schedule or having reached the maximum step with the one step movement or the first catchup step in the 2021-2022 contract year.~~

~~(e)~~ **Social Workers**

At the time of employment and subject to (b) above, full credit for specialized social work in a school program shall be given. Full credit for clinical social work experience may be given, subject to approval by the Human Resources Division. For purposes of advancing to a higher track, graduate work undertaken must be approved by the appropriate supervisor and the Human Resources Division. Such approval will not be withheld arbitrarily. Credit for a master's degree shall be given only in the field of social work.

(~~f~~e) **Health Services**

At the time of employment and subject to (b) above, full credit for registered professional nursing experience in a school program shall be given. Full credit for registered professional nursing experience may be given, subject to approval by the Human Resources Division. Non-degree nurses shall be placed on the BA Track of the Teachers Salary Schedule and shall be ineligible for movement to any other track.

(~~g~~f) **School Psychologists**

At the time of employment and subject to (b) above, full credit for specialized work as a psychologist in a school program shall be given. Full credit for other clinic experience may be given, subject to approval by the Human Resources Division.

(~~h~~g) **Speech-Language Pathologists**

At the time of employment and subject to (b) above, full credit for speech-language services in a school program shall be given. Full credit for clinical experience as a speech-language pathologist may be given, subject to approval by the Human Resources Division.

(~~i~~h) **Sixty Hour Master Degrees**

Teachers who earn master degrees which required a minimum of sixty (60) graduate semester hours (or their equivalent in quarter hours or third hours) in their area of assigned responsibility shall qualify for placement on the MA+30 Track of the Teachers Salary Schedule.

(~~j~~i) **High School Junior Reserve Officer Training Corps (JROTC) Instructors**

The salary for High School JROTC instructors shall be the amount set forth in Section B, Teachers Salary Schedule, in accordance with the salary provisions for other teachers multiplied by 221 times the daily rate of pay or the amount set as the minimum pay for High School JROTC instructors by the Federal government in accordance with the Junior Reserve Officer Training Corps Act plus 3.545% of said amount, whichever amount is greater. High School JROTC instructors without a degree shall be placed on the BA Track of the Teachers Salary Schedule.

Section B: Teachers Salary Schedule

Paragraph 1: ~~2021~~ 2022-2023 (See next page)

WICHITA PUBLIC SCHOOLS
2022-2023
TEACHER SALARY SCHEDULE 1.75%

Initial Placement	Step	BA Degree Track	BA+ 10 Gr. Hours Track	BA+ 20 Gr. Hours Track	BA+ 30 Gr. Hours Track	MA+ Degree Track	MA+ 10 Gr. Hours Track	MA+ 20 Gr. Hours Track	MA+ 30 Gr. Hours Track	Ed. Sp. or MA+ 40 Gr. Hours Track	Ed. Sp.+ 10 or MA+ 50 Gr. Hours Track	Ed. Sp.+ 20 or MA+ 60 Gr. Hours Track	Earned Doctorate Track
0	2	45,528	46,150	46,771	47,393	48,366	48,988	49,609	50,231	50,853	51,475	52,096	52,718
1	3	46,622	47,244	47,865	48,487	49,811	50,433	51,054	51,676	52,298	52,920	53,541	54,163
2	4	47,716	48,338	48,959	49,581	51,256	51,878	52,499	53,121	53,743	54,365	54,986	55,608
3	5	48,810	49,432	50,053	50,675	52,701	53,323	53,944	54,566	55,188	55,810	56,431	57,053
4	6	49,904	50,526	51,147	51,769	54,146	54,768	55,389	56,011	56,633	57,255	57,876	58,498
5	7	50,998	51,619	52,241	52,863	55,591	56,213	56,834	57,456	58,078	58,700	59,321	59,943
6	8	52,092	52,713	53,335	53,957	57,036	57,658	58,279	58,901	59,523	60,145	60,766	61,388
7	9	53,186	53,807	54,429	55,051	58,481	59,103	59,724	60,346	60,968	61,590	62,211	62,833
8	10		54,901	55,523	56,145	59,926	60,547	61,169	61,791	62,413	63,035	63,656	64,278
9	11			56,617	57,239	61,371	61,992	62,614	63,236	63,858	64,479	65,101	65,723
10	12				58,333	62,816	63,437	64,059	64,681	65,303	65,924	66,546	67,168
11	13					64,261	64,882	65,504	66,126	66,748	67,369	67,991	68,613
12	14							66,949	67,571	68,193	68,814	69,436	70,058
13+	15									69,638	70,259	70,881	71,503

Section C: Method of Payment

Paragraph 1: For each contract year, except as otherwise provided by this agreement or law, the Board shall pay the base contract amount in not less than twelve (12) substantially equal installments paid at least once each month commencing in September of each school year.

Paragraph 2: So long as the law requires and notwithstanding the provisions of Paragraph 1 of this Section, any teacher to whom the continuing contract law applies, after completion of all his/her contractual obligations, shall be paid no later than the last working day in June, the balance of his/her contractual compensation in one payment upon his/her request therefor. Said request shall be in writing and filed with the Business/Financial Services Division no later than April 1 of the school year in and for which the request is first made. Such request shall remain in effect until revoked in writing by the teacher.

Paragraph 3: Teachers who are newly hired (hired on or before the second day of new teacher orientation) for the upcoming school year shall have the option to receive an advance payment of One Thousand Five Hundred Dollars ($1,500) subject to the following:

(a) The request for the advance payment must be submitted to the Human Resources Division no later than the second day of new teacher orientation.
(b) The advance payment shall be paid within thirty (30) days of the second day of orientation unless Labor Day falls within that period, in which case payment shall be made the first working day after Labor Day or thirty (30) calendar days after the second orientation day, whichever comes last.
(c) The remaining base contract pay after the deduction of the $1,500 advance payment shall be paid in not less than twelve (12) equal installments, at least one (1) each month, commencing in September of the school year.

Section D: Supplemental Salary

Paragraph 1: The term "supplemental salary" shall refer to payment for the assigned, accepted and performed services under a supplemental contract as set forth in Paragraphs 3 through 10 of this Section.

Paragraph 2: All assignments for which supplemental salaries are paid are for a single year with subsequent reassignments made on the basis of recommendation of the building administrator or appropriate supervisor.

Paragraph 3: The Board reserves the right to create supplementals that are not listed in Paragraph 4 and 10 of this Section. The Board, on or about each November 1, at the request of the UTW President, shall provide the UTW President with a list of the supplemental positions that were created after November 1 of the preceding year that contains the information required in Paragraph 13 for each supplemental position. Any supplemental position that ten (10) or more teachers are performing shall, at the request of UTW made on or before February 1, be added to the supplemental salary schedule. UTW shall also have the right to negotiate in an upcoming negotiation session the supplemental salary of any supplemental position that is not listed in Paragraphs 4 through 10 of this Section by giving notice of such intention on or before February 1.

Paragraph 4: Supplemental Salary Schedule for ~~2021~~ 2022-2023

Level A: (.035) **$1,593** **~~$1,566~~**

All City Music Leader
Area Music Leader—Elementary
Before School Supervisor
Circle of Friends Program
Class Head Sponsor—High
~~E-Sports Coach—High~~
Elementary Chair, 4 or more—Elementary
Exploratory Team leader—Middle
Extended School Year Team
Extracurricular Event/Club Sponsor
Extracurricular School-wide Publications/Website Editor
Future Educators Club Sponsor
Grade Level Leader
Intervention Tutor
Intramural Activities Sponsor—Middle
Lead Teacher—Secondary
School Improvement Team
Share Inquiry Coach
Spirit Club Head Sponsor—Middle

Level B: (.055) **$2,504** **~~$2,461~~**

Academic Core Team Leader, 3 to 4—Middle
Academy Leader
AVID Site Coordinator
AYP Language Arts/Math Contact
Bus Monitor
E-Sports Coach—High
Extracurricular Event/Club Sponsor
Hallway Supervision Lunch
Instrumental Music Activities Leader—Middle
Intervention Tutor
Leadership Sponsor—JROTC Middle
Pep Club Head Sponsor
Robotics Sponsor
Safety Patrol Sponsor—Elementary
School Improvement Leader
Student Council Head Sponsor—Middle
Vocal Music Activities Leader—Middle
Yearbook Head Sponsor—Middle

Level C: (.075) **$3,415** **~~$3,356~~**

Academic Bowl Sponsor—High
Academic Core Team Leader, 5 & above—Middle
~~Cheerleader Head Sponsor—High~~
Detention Room Monitor—Middle or High
Forensic Coach—High
National Academic League Sponsor
Newspaper Head Sponsor—High
Peer Consultant, Governing Board Member
Pompon Head Sponsor—High
School to Work Academy Leader—High
Social Worker Leader, 3 & above
Student Council Head Sponsor—High
Teacher in Charge—Elementary

Level D: (.095) ~~$4,251~~ **$4,325**

Activity Bus Monitor
Cheerleader Head Sponsor—High
Debate Coach – High
Drama Activities Leader – High
Site Technology Specialist
Yearbook Head Sponsor – High

Level E: (.115) ~~$5,146~~ **$5,236**

Department Chair, 3-6 – High
Head Counselor – High
Head Library Media Specialist – High
In-service Presenter
Lunchroom/Cafeteria Monitor
Site Technology Specialist
Ticket Specialist – High
Vocal Music Activities Leader – High

Level F: (.135) ~~$6,041~~ **$6,146**

After School Program Supervisor
Elementary Truancy Specialist
Instrumental Music Activities Leader – High
Junior Reserve Officer Training Corps Instructor *(JROTC-commissioned)* – High

Level G: (.155) ~~$6,935~~ **$7,057**

Department Chair, 7-8 – High
Junior Reserve Officer Training Corps Instructor *(JROTC Warrant Officer and Non-commissioned)* – High

Level H: (.175) ~~$7,830~~ **$7,967**

Level I: (.195) ~~$8,725~~ **$8,878**

Department Chair, 9-17 – High
District Curriculum Designer

Level J: (.215) ~~$9,620~~ **$9,788**

Department Chair, 18 & above – High
Peer Consultant, Teacher

Paragraph 5: The index figures specified in the Supplemental Salary Schedule in Paragraph 4 shall be based on Step 2, Bachelor Track of the Teachers Salary Schedule. The dollar amounts for each supplemental salary in Paragraph 10 shall change the same percent as the percentage change in Step 2, Bachelor Track of the Teachers Salary Schedule.

Paragraph 6: At the discretion of the administration, departments may be formed and a department chair appointed. To determine the number of teachers in a department, the number of sections taught in that department shall be divided by one less than the number of teaching periods taught at the particular school. Any remaining major fraction of a teacher shall be counted as one. The service of teachers in study hall or other non-instructional duties shall not be counted as a section in determining the number of teachers in a department.

Paragraph 7: Department Chair Time

With approval of the building principal, a department chair may be provided with a substitute teacher to release the department chair from teaching responsibility in order that the department chair may fulfill responsibilities not otherwise possible.

Paragraph 8: Supplemental assignments shall be on a voluntary basis with no teacher being required to accept any such assignment.

Paragraph 9: Female coaches, otherwise qualified, shall be eligible to coach boys' sports; and male coaches, otherwise qualified, shall be eligible to coach girls' sports.

Paragraph 10: Supplemental Salary Schedule for ~~2021~~ 2022-2023 for Coaches and Athletic Leaders

Senior High Activity	**Head**
Baseball	$ ~~4,355~~ 4,431
Basketball	~~7,347~~ 7,567
Bowling	~~2,721~~ 2,769
Cross-Country	~~3,476~~ 3,537
Football	~~7,437~~ 7,567
Golf	~~3,001~~ 3,053
Gymnastics	~~4,834~~ 4,919
Soccer	~~4,355~~ 4,431
Softball	~~4,355~~ 4,431
Swimming	~~4,559~~ 4,639
Tennis	~~3,104~~ 3,159
Track	~~5,747~~ 5,848
Volleyball	~~4,096~~ 4, 167
Wrestling	~~5,371~~ 5,465
	-
Middle School Activity	-
Basketball	~~3,704~~ 3,768
Cross-Country	~~1,869~~ 1,901
Track	~~3,258~~ 3,315
Volleyball	~~2,663~~ 2,710
	-
Athletic Coordinator	~~10,470~~ 10,654

Paragraph 11: The supplemental salary amount for an assistant coach shall be 60 percent of the supplemental salary amount specified in Paragraph 10 above for the corresponding head coach.

Paragraph 12: The supplemental salary amounts specified by Paragraphs 4 and 10 above shall be prorated for any teacher who performs less than the full supplemental assignment.

Paragraph 13: Upon request, the Human Resources Division will provide copies of Supplemental reports to the UTW President. The reports will include the teacher receiving the supplemental, a descriptive title of the supplemental, the site, and the level of the supplemental.

Section E: Overload Teaching

Paragraph 1: Overload teaching is that teaching conducted by a full-time classroom teacher teaching daily in a vacant position during his/her planning period.

Paragraph 2: The acceptance of an overload assignment shall be voluntary. The Board shall not use overload teaching assignments as a means of avoiding the employment of additional full-time teachers when such need is indicated.

Paragraph 3: When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Such additional compensation shall be equal to the teacher's daily rate of pay divided by one less than the number of teaching periods in a typical school day at the particular school. Under no circumstances shall a teacher be assigned to more than one (1) overload class.

Section F: Contract Addendum

Paragraph 1: A contract addendum shall be issued to a teacher who is employed for contract days which are an extension of the duties and the period covered by the teacher's base contract.

Paragraph 2: A contract addendum shall provide for compensating the teacher in an amount equal to his/her daily rate for each full day. Partial days shall be compensated by a prorated amount.

Paragraph 3: Teachers may be offered contract addendums. Such addendums will be offered at the discretion of and for the period of time determined by the administration. An attempt shall be made to reach mutual agreement between the teacher and the administration on the specific dates to be worked under the contract addendum. Acceptance of a contract addendum is voluntary.

Section G: Health Occupations

Paragraph 1: For certificated teachers assigned to health occupations programs, the total work day in the programs shall be considered equivalent to the professional day of the regular school programs and the teachers paid accordingly.

Section H: Pay for Staffings

Paragraph 1: Attendance and participation by the appropriate teachers for special education staffing are expected as part of the professional day and normally are compensated by the base contract salary.

Paragraph 2: When a classroom teacher is required to attend more than three (3) staffing and/or child study team meetings held before or after the school day during the same semester, that classroom teacher shall be paid at the rate of $10.00 per hour or major fraction thereof for each such staffing in excess of three (3).

Paragraph 3: Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

Paragraph 4: This Section shall be applied to elementary vocal music teachers and elementary physical education teachers as if such teachers were classroom teachers.

Section I: Pay for Temporary Substituting

Paragraph 1: No teacher will be used as a temporary substitute teacher during his/her conference and preparation period without his/her consent. Teachers exchanging classes by mutual consent and with the approval of the immediate supervisor are not performing as temporary substitutes and no compensation will be required.

Paragraph 2: Elementary
An elementary teacher who, at the request of the administration, assumes teaching responsibilities for five (5) or more pupils regularly assigned at that time to another teacher is performing as a temporary substitute teacher and will be compensated at the rate of $25.00 per hour or major fraction thereof. Such compensation shall not exceed $50.00 per day.

Paragraph 3: Secondary
A secondary teacher who, during his/her conference and preparation time and at the request of the administration, assumes teaching responsibilities for a class of pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of $25.00 per hour or major fraction thereof. Teachers in schools with block schedules shall receive $37.50 per period (one and one-half hours) or major fraction thereof. Such compensation shall not be paid for more than one such hour per day.

Paragraph 4: Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

Section J: Longevity Pay

Paragraph 1: Any teacher who has completed fourteen (14) years in the employ of the Board on or before August 1 of the current contract year and who is employed by the Board on November 15 shall be paid a longevity amount equal to the percent specified below of his/her base contract salary as of September 1. Any teacher whose employment terminates prior to November 15 of the current contract year shall receive no part of any such payment. For the ~~2021-~~2022-2023 contract year, longevity payments will advance to the appropriate level, but will not be retroactive.

Years of Service	Percentage
15-16 years	3%
17-18 years	4%
19-20 years	5%
21-22 years	6%
23-24 years	7%
25-26 years	8%
27-28 years	9%
29-30 years	10%
31-32 years	11%
33 or more years	12%

Paragraph 2: All longevity payments shall be made in November in accordance with payroll procedures and shall be subject to all applicable deductions. If desired by the teacher, all or part of the longevity pay will be directed to a tax-sheltered plan consistent with regulations established by the Business/Financial Services Division.

Section K: Payroll Deduction

Paragraph 1: The Board provides that, whenever duly authorized by any teacher on a form or forms appropriate for such purposes and consistent with regulations established by the Business/Financial Services Division, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

(a) Donations to the Friendship Fund
(b) Payments to the Credit Union of America
(c) Dues to the YMCA
(d) Health insurance premiums
(e) Dues to the UTW
(f) Payments to Flexible Spending Accounts
(g) Contributions to tax-sheltered plans

Section L: National Board Certification

Paragraph 1: Teachers that have National Board for Professional Teaching Standards Certification shall receive a stipend of $2,250 per year.

Section M: Relocation

Paragraph 1: In the event of a location change due to a bond-financed project, the administration shall develop a plan to facilitate the move and, in doing so, shall provide adequate time to teachers to move supplies, equipment and belongings.

Section N: Teacher Request for Release from Contract

Paragraph 1: A teacher resignation must be submitted by the date set forth in Kansas statute. A teacher who has not submitted a letter of resignation prior to the Kansas statute deadline date for a teacher to resign employment with a school district (the "Date") without penalty shall not be released from the contract until the teacher has paid the District liquidated damages in the amount of $1,000 plus $100 per week starting the first week following the Date, to a maximum of $5,000.

Section O: Lump Sum Bonus Payments for ~~2021-~~2022-2023 School Year

Paragraph 1: For the ~~2021-~~2022-2023 contract year only, a 2.75% lump sum bonus payment, based on the teacher's base salary on the improved ~~2021-~~2022-2023 salary schedule, will be paid to teachers actively employed by the District as of ~~8/12/2021-~~12/16/2022 ~~who were also employed by the District during the entire 2020-2021 school year~~ in a benefited position equal to or greater than 0.5 FTE. Actively employed teachers on short-term disability leave or FMLA leave on 12/16/2022 will be eligible to receive this payment. Teachers who ~~were~~ are on a leave of absence as of 12/16/2022 ~~for the entire 2020-2021-2022 school year~~ are not eligible and will not receive the 2.75% lump sum payment. Teachers whose employment is terminated prior to 12/16/2022 will not be eligible and will not receive the 2.75% lump sum payment. This payment will be made ~~as soon as possible after ratification of this agreement by UTW and the Board of Education~~ on 12/20/2022.

Paragraph 2: For the ~~2021-~~2022-2023 contract year only, a 2.50% lump sum bonus payment, based on the teacher's base salary on the improved ~~2021-~~2022-2023 salary schedule, will be paid to teachers actively employed by the District as of ~~5/26/2022-~~5/25/2023 in a benefited position equal to or greater than 0.5 FTE. Actively employed teachers on short-term disability leave or FMLA leave on ~~5/26/2022-~~5/25/2023 will be eligible to receive this payment. Teachers on a leave of absence as of 5/25/2023 ~~for the entire 2021-2022-2023 school year~~ will not be eligible and will not receive the 2.50% lump sum payment. Teachers whose employment is terminated prior to ~~5/26/2022-~~5/25/2023 will not be eligible and will not receive this 2.50% lump sum payment. This payment will be made by ~~5/31/2022~~5/26/2023.

Paragraph 3: The lump sum bonuses will be paid in accordance with school district payroll procedures and will be subject to applicable deductions.

ARTICLE VI:
CLASS SIZE REVIEW PROCEDURE

Section A: Procedure

Paragraph 1: The Board and the UTW recognize the desirability of achieving optimum teaching/ learning conditions. When a teacher believes the size of his/her class to be educationally unsound, the teacher will confer with the

building principal regarding the problem. The building principal shall have one week to effect an acceptable solution.

Paragraph 2: If no acceptable solution has been effected within one week, the teacher may refer the matter to the School Building Committee. The School Building Committee may consider the matter or appoint a faculty committee to study and report on the matter. Such committee shall confer with the principal and study all facets of the matter and shall make a written report to the teacher and the principal on the merits of the problem and possible solutions.

Paragraph 3: If recommendations requiring action are included in the report, the principal shall respond to the committee within one week. Such response shall set forth those proposed or already implemented steps designed to meet the recommendations of the committee. If any or all of the recommendations of the committee are not deemed feasible, the response shall include reasons why those recommendations will not be implemented.

Paragraph 4: If the response of the principal is not acceptable or if no response is made within one week, the School Building Committee and the teacher concerned may submit the problem to the appropriate assistant superintendent or designee, documenting the conditions and making recommendations regarding possible solutions.

Paragraph 5: The assistant superintendent or designee shall respond within two weeks in writing to the teacher with copies to the principal and School Building Committee chairperson. The decision of the assistant superintendent or designee shall be final and binding on the parties in the specific case involved.

Paragraph 6: The inclusion of this Article in this agreement shall not be construed as the Board having negotiated on the subject of class size.

ARTICLE VII: TEACHER PROTECTION

Section A: Working Conditions

Paragraph 1: The Board agrees to strive continually to provide working conditions which meet federal, state and local laws and regulations.

Section B: Medical Evaluation

Paragraph 1: Teachers shall undergo a medical evaluation if so requested or directed by the Superintendent or designee. Such teachers shall be given the reason(s) for the referral directive. The costs of any such medical evaluation shall be paid by the Board.

Section C: Disciplinary Actions

Paragraph 1: No teacher shall be disciplined without just cause. However, no probationary teacher may grieve any nonrenewal of his/her contract.

Paragraph 2: Professional employees shall not be disciplined or reprimanded in the presence of students, parents, other employees or at public gatherings.

Paragraph 3: Only the Superintendent or designee is authorized to suspend a teacher without pay. A suspension without pay for more than five (5) contract days may be made only after official Board action. The principal is authorized to suspend a teacher from a supplemental position for up to five (5) contract days without pay. The UTW President shall be given a list of suspensions without pay, quarterly, denoting only whether elementary, middle school, high school or postsecondary. Upon request of the UTW President, a meeting shall be scheduled on a quarterly basis with the Superintendent, Chief Human Resources Officer, the UTW President, and UTW Vice-President to review the number of cases of suspensions without pay.

Paragraph 4: No disciplinary action shall be taken against any teacher, nor shall any student be transferred from that teacher's class, on the basis of a complaint by a parent or student before a conference is held between the teacher, parent, student, and the supervisor contemplating the action. Any such complaint shall be disclosed to the teacher, and the teacher may waive the conference. This Paragraph 4 does not apply in situations involving sexual abuse or battery of a student; provided, however, in situations involving complaints by a parent or student of alleged sexual abuse or battery, a discussion of the allegations will take place between the teacher and supervisor prior to a disciplinary conference.

Paragraph 5: The exercise of his/her rights in this Article by a teacher shall not prejudice any action that the Board might otherwise take regarding his/her employment status.

Paragraph 6: Teachers who are not covered by K.S.A. 72-2251 through 72-2262 inclusive, because of the definition of teacher in K.S.A. 72-2252, shall be covered by those statutes notwithstanding that definition.

Section D: Disciplinary Meetings or Hearings

Paragraph 1: Whenever a teacher is required to meet with a building level administrator for the purpose of disciplining the teacher, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy. No teacher shall be given a written reprimand or more serious disciplinary action at such a meeting unless the teacher had at least four (4) hour notice of the meeting and the reason for the meeting. The teacher shall be entitled to representation at such a meeting. However, the teacher may waive such notice and representation.

Paragraph 2: Whenever a teacher is required to meet with district office line administrators for the purpose of disciplining the teacher, the teacher shall be given at least twelve (12) hour notice and the reasons for the meeting and may be accompanied by a person chosen by the teacher who may advise the teacher but will not speak in place of the teacher. However, the teacher may waive such notice. Following such a meeting, a written summary of the meeting and/or the findings shall be provided the teacher within five (5) contract days. The teacher shall sign to indicate receipt of the written summary.

Paragraph 3: Whenever a teacher is required to appear before the Board concerning disciplinary matters, he/she shall be given a five (5) day prior written notice of the reasons for the meeting or hearing and may be represented thereat by the UTW or by a person of his/her own choosing.

Section E: Solicitation

Paragraph 1: Every reasonable means shall be used to discourage pupils, parents and organizations from soliciting teachers during the school day. This provision shall not be construed to prohibit contacts by teacher organizations or educationally related businesses.

Section F: Legal Action

Paragraph 1: In any case in which a teacher is involved in legal action as a result of following Board or administrative policy, such action shall be immediately reported to the Board. Should the teacher request assistance in the preparation of his/her defense and/or prosecution, the Board will provide such assistance pursuant to law and Board policy.

Section G: Compliance

Paragraph 1: Teachers shall not be required or compelled to take action or refrain from taking action when to do such would cause them physical harm or to be in violation of law or Board policy. Teachers shall not be required to dispense medication or attend to personal body needs of students unless specifically trained in accordance with Board policy.

Section H: Property Damage

Paragraph 1: When arising out of and in the course of his/her employment, a teacher's clothing or personal effects worn by the teacher are damaged or destroyed as a result of a physical attack or willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof in an amount not to exceed $1,200.

Paragraph 2: When arising out of and in the course of his/her employment a teacher's personal property, brought to the classroom setting as a teaching aid for the curriculum being taught, is damaged or destroyed as a result of willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof, whichever is less, in an amount not to exceed $1,200 per each occurrence.

Paragraph 3: The above does not cover accidental damage, theft or mysterious disappearance.

ARTICLE VIII: PUPIL CONTROL

Section A: Classroom

Paragraph 1: General

The individual classroom teacher shall assume the major responsibility for classroom control and discipline, and his/her judgment in this regard will be relied on in the general course. The Board hereby recognizes its responsibility to give support and assistance to teachers in this endeavor and its policies will continue to reflect its position in this regard. Each school will have a discipline procedure setting forth the responsibility and authority for all professional personnel.

Paragraph 2: Pupil Misbehavior

When, in the judgment of a teacher, parents should be informed of a pupil's misbehavior, the teacher should notify the building principal and contact the parents

unless the principal assumes the responsibility to do so. Parent conferences with teachers and/or principals should be scheduled and/or other appropriate disciplinary action taken.

Paragraph 3: Referral of Pupil

When, in the judgment of a teacher, a pupil requires referral to other district employed professional personnel or specialists, he/she shall so inform his/her principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference which includes himself/herself, the teacher, and appropriate specialist(s) to discuss the problem and to decide upon appropriate steps for its resolution.

Paragraph 4: Removal of Pupil from Classroom

When, in the judgment of a teacher, a pupil is substantially disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from his/her class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decision to remove the pupil, the teacher will advise the principal of the action and will, as soon as possible, furnish full particulars. Appropriate written records of such removals shall be maintained by the principal and teacher and shall be available to the parties upon request.

Paragraph 5: Readmittance of Pupil to Classroom

A pupil shall not be readmitted into any class instructed by the teacher who removed the pupil during the half-day in which the pupil was removed unless there is mutual agreement between the teacher and the principal.

Section B: Suspension, Expulsion

Paragraph 1: Pupils may be subject in certain circumstances to suspension and/or expulsion in accordance with law and Board policies.

Section C: Physical Force

Paragraph 1: While in the course of his/her employment, a teacher may use reasonable physical force against a pupil but only to protect himself/herself, to protect other persons, to prevent the destruction of property, or to prevent any illegal overt act on the part of the pupil.

Section D: Right to Grieve Board Policy 5112

Paragraph 1: Any alleged violation or misapplication of Board Policy 5112, including all Administrative Implemental Procedures, shall be subject to the grievance procedure. This shall not be construed to mean that any other Board policy is subject to the grievance procedure.

ARTICLE IX: TEACHER BENEFITS

Section A: Personal Injury Benefits

Paragraph 1: Worker's Compensation

The Board shall provide Kansas Worker's Compensation benefits for all teachers. If a teacher has a compensable worker's compensation claim, the teacher will be paid at 100% for the period of time that temporary leave is available. A teacher may choose to save up to five (5) accumulated temporary leave days. Once temporary leave is exhausted, compensation will be reduced to 70% up to a maximum of 180 total calendar days from the date of disability. After 180

days, the teacher's position may be refilled, but the teacher may be eligible to continue receiving worker's compensation benefits at the reduced rate of the statutory maximum.

Paragraph 2: Other Injury Benefits

If a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment, and when investigation by the administration indicates that the teacher has used reasonable judgment, the teacher shall be paid his/her full salary for a period of up to one hundred eighty (180) calendar days, less any worker's compensation disability payments. Any absences caused by the battery will not be charged to the teacher's accumulated temporary leave. In other lost time (on the job) injury cases, at his/her discretion the Superintendent may excuse such absences without loss of pay or temporary leave if it is determined the teacher at the time of the injury was following Board or administrative policy.

Section B: State Retirement Participation

Paragraph 1: The Board shall participate in the Kansas Public Employees Retirement System in accordance with K.S.A. 74-4931 *et seq.*

Section C: Short Term Disability Benefits

Paragraph 1: The Board shall provide short term disability benefits as set forth in the Short Term Disability Summary Plan Description. Short term disability benefits for disabilities resulting from non-occupational illness or injury, shall be paid at the rate of 70% of the teacher's regular daily rate, subject to all applicable deductions. A teacher may choose to save up to five (5) accumulated temporary leave days. Following the exhaustion of temporary leave, there is a five day waiting period before short term disability benefits begin. The five day waiting period will be waived for absences greater than 30 calendar days and short term disability payments shall be paid retroactively.

Paragraph 2: A single disability for a period of 180 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 the disability.

Paragraph 3: 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 the teacher's employment, the teacher's compensation shall revert to worker's compensation disability payment and the teacher's short term disability benefits shall be reduced by any retroactive payment of worker's compensation total disability payments.

Paragraph 4: 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. If the teacher disagrees with the independent medical opinion, the teacher can request a second opinion from a district designated physician. If the second medical opinion agrees with the first independent medical opinion, the teacher will be responsible for the cost of the second opinion. 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 toward fulfillment of this requirement, but will not be considered an interruption thereof.

Paragraph 5: 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.

Section D: General Liability Coverage

Paragraph 1: The Board shall provide general liability coverage with a minimum single liability limit of at least $500,000. This coverage, in accordance with its definitions and exclusions, will defend and pay on behalf of those teachers covered all sums for which those teachers covered shall become legally obligated to pay within the stated occurrence limits as damages because of bodily injury or property damage. This coverage will include corporal punishment within the definition of damages for bodily injury. This coverage will also include teachers who transport pupils within the course and scope of their employment either voluntarily with permission of an appropriate administrator or because of the requirements of a supplemental assignment. The employees of the Board will be included within this coverage. The Board shall not be obligated beyond any standard liability coverage that is provided or is able reasonably to be purchased in the future.

Section E: Life Coverage

Paragraph 1: The Board shall provide a group term life coverage in the sum of $30,000 for all teachers employed half time or more. Any increases in coverage shall not be effective until the teacher reports or is able to report for work.

Section F: Medical and Dental Benefits

Paragraph 1: The Plans

(a) The Board will offer teachers a base medical plan 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, as further described below.

(b) At its discretion, the Board may offer additional medical plan and dental plan options ("buy-up" plans) with employee-paid premiums, through payroll deduction, that will be in addition to the premiums further described below.

(c) The base and buy-up medical plans and base and buy-up dental plans shall provide coverage for teachers and eligible dependents, if any, in accordance with the terms, conditions, and exclusions of the base and buy-up medical plans and base and buy-up dental plans as developed by the administration with the involvement of UTW. The administration of the base and buy-up medical plans and base and buy-up dental plans shall be reviewed at least quarterly by the Employee Health Advisory Committee, whose teacher members shall consist of plan participants appointed by the UTW. Changes in the base and buy-up medical plans and base and buy-up dental plans will normally be effective on January 1 of any year and only with the involvement of the UTW.

(d) The base and buy-up medical plans and base and buy-up dental plans periods will begin January 1 and will end December 31 of each year.

Paragraph 2: Eligibility

(a) Teachers employed at 0.75 FTE and above are eligible to participate in the base and buy-up medical plans and base and buy-up dental plans.

(b) Teachers employed less than 0.75 FTE are not eligible to participate in the base and buy-up medical plans or base and buy-up dental plans, EXCEPT teachers

whose FTE status was between 0.50 and 0.74 as of August 1, 2014 ("grandfathered teachers") will be eligible to participate in the base and buy-up medical plans and base and buy-up dental plans until such time as their FTE status as of August 1, 2014 changes.

(c) To be eligible to participate in the base and buy-up medical plans and base and buy-up dental plans, all teachers will be required to enroll during open enrollment or within 31 days of hire. Teachers who do not enroll, or who 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.

Paragraph 3: Board Contribution

(a) The Board contribution shall be $690 per month for each teacher who is eligible, as described in Paragraph 2 above, to participate in the base and buy-up medical plans and the base and buy-up dental plans. For IRS W-2 reporting purposes, the value of the base and buy-up medical plans and the base and buy-up dental plans to each employee will be tiered based upon family status. Family status means:
   a. Employee Only/Single;
   b. Employee + Children;
   c. Employee + Spouse;
   d. Employee + Spouse + Children/Family.

(b) The Board shall continue to pay its contribution for any eligible teacher who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of commencement of the total disability.

Paragraph 4: Premiums/Payroll Deductions

Effective January 1 and ending December 31, teachers shall agree to payroll deductions as follows:

(a) **Premium Without Wellness Discount**
The following payroll deductions set in Table 1 below shall apply unless the teacher and/or spouse qualify for a wellness premium discount:

TABLE 1
Premium Without Wellness Discount

	Employee Only			Spouse Only			Employee & Spouse		
2016	$50	month/ annual	$600						
2017	$50	month/ annual	$600	$50	month/ annual	$600	$100	month/ annual	$1200
2018	$100	month/ annual	$1200	$100	month/ annual	$1200	$200	month/ annual	$2400
2019	$100	month/ annual	$1200	$100	month/ annual	$1200	$200	month/ annual	$2400
2020	$100	month/ annual	$1200	$100	month/ annual	$1200	$200	month/ annual	$2400
2021	$100	month/ annual	$1200	$100	month/ annual	$1200	$200	month/ annual	$2400
2022	$100	month/ annual	$1200	$100	month/ annual	$1200	$200	month/ annual	$2400

*These premiums do not apply to dependent children.

(1) The premium without wellness discount for the teacher set forth in Table 1 above shall not apply if the teacher participates in wellness activities that equal 100 points chosen by the teacher from a list provided by Employee Benefits & Insurance Management and the teacher provides proof of such participation to Employee Benefits & Insurance Management.

(2) The premium without wellness discount for the teacher's spouse set forth in Table 1 above shall not apply if the spouse participates in wellness activities that equal 100 points chosen by the spouse from a list provided by Employee Benefits & Insurance Management, and provides proof of such participation to Employee Benefits & Insurance Management.

(3) 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:

~~a. 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, 2020. The payroll deductions required for premium without wellness discount for failure to earn 100 wellness points will not be in effect. All employees will receive the wellness premium discount in the 2021 plan year.~~

~~b~~a. For the 2022 plan year and each plan year thereafter, wellness points completed between September 1~~, 2020~~ and August 31~~, 2021,~~ of the previous year will be applied toward the wellness premium discount for the upcoming plan year. Employees and their spouses who do not earn 100 wellness points each will not receive the wellness premium discount in the ~~2022~~ upcoming plan year. The payroll deductions required for premium without wellness discount for failure to earn 100 wellness points will be in effect.

c. New employees and their covered spouses will automatically receive the wellness premium discount for the remainder of the current plan year. New employees hired after April 1 of the current plan year will automatically receive the wellness premium discount for themselves and their spouse for the remainder of the current plan year and the following plan year.

(b) **Working Spouse Premium**

Teachers whose spouses have access to employer-sponsored health care insurance who choose to utilize the base or buy-up medical plans to provide coverage for the teacher's spouse shall agree to a payroll deduction equal to $2,400 per year, prorated over the length of their contract payments. Teachers with a spouse enrolled in the base or buy-up medical plans shall sign a certified statement verifying whether or not their spouse has access to employer-sponsored health care insurance.

(c) **Part-time Premium**

Teachers who are less than 1.0 FTE who are eligible under Article V, Section F, Paragraph 2 above are eligible to participate in the base and buy-up medical plans and base and buy-up dental plans if they agree to a payroll deduction of $480 per year, prorated over the length of their contract payments, in addition to other applicable employee-paid premiums.

(d) **Tobacco/Nicotine User Premium**

(1) A teacher who participates in the base or buy-up medical plans and who is a tobacco/nicotine product user shall agree to a payroll deduction equal to the

annual tobacco premium of $1,200, prorated for the length of their contract payments. Teachers shall sign a certified statement verifying whether or not they are tobacco/nicotine product users.

(2) A teacher whose spouse is a tobacco/nicotine product user who participates in the base or buy-up medical plans shall agree to a payroll deduction equal to the annual tobacco premium for a spouse of $1,200, prorated for the length of their contract payments. Teachers shall sign a certified statement verifying whether or not their spouse who participates in the base or buy-up medical plans is a tobacco/nicotine product user.

(3) Teachers claiming to be tobacco/nicotine-free are subject to medical testing for nicotine, at the cost of the Board, to verify such claim, including random testing. Such test will be sensitive enough to differentiate actual nicotine use by the individual from nicotine naturally occurring in foods and from indirect contact with nicotine, such as secondhand smoke. If a teacher is tested and receives a positive result for nicotine, the teacher may request a second test for verification of the initial result. If the second test result is negative for nicotine, the second test will be paid for by the Board. If the second test is positive for nicotine, the cost of the second test will be borne by the teacher.

(4) A teacher's spouse who claims to be tobacco/nicotine-free is subject to medical testing for nicotine, at the cost of the Board, to verify such claim, including random testing. Such test will be sensitive enough to differentiate actual nicotine use by the individual from nicotine naturally occurring in foods and from indirect contact with nicotine, such as secondhand smoke. If the teacher's spouse is tested and receives a positive result for nicotine, the teacher's spouse may request a second test for verification of the initial result. If the second test result is negative for nicotine, the second test will be paid for by the Board. If the second test is positive for nicotine, the cost of the second test will be borne by the teacher.

(5) If the teacher's test has a positive result for tobacco/nicotine use, the teacher will be subject to the additional payroll deduction for tobacco/nicotine use and the payroll deduction of the annual premium without the wellness discount, if the loss of the tobacco/nicotine free wellness points leaves the teacher with less than 100 wellness points. The payroll deduction for a positive test result or refusal to be tested shall equal the annual tobacco/nicotine premium, averaged between the date of the first paycheck after a positive test result or refusal to be tested and the last paycheck paid in December of the year the nicotine payroll deduction is begun.

(6) If the spouse's test has a positive result for tobacco/nicotine use, the teacher will be subject to the additional payroll deduction for the spouse's tobacco/nicotine use and the payroll deduction of the annual premium without the wellness discount, if the loss of the tobacco/nicotine free wellness points leaves the teacher's spouse with less than 100 wellness points. The payroll deduction for a positive test result or refusal to be tested shall equal the annual tobacco/nicotine premium, averaged between the date of the first paycheck after a positive test result or refusal to be tested and the last paycheck paid in December of the year the nicotine payroll deduction is begun.

(7) 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 six 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 is required.

Paragraph 5: Cash Option

Teachers employed 0.75 FTE or more 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. Teachers enrolled in the cash option shall be paid $100 per month subject to applicable deductions in regular payroll checks. Grandfathered teachers may enroll in the cash option in lieu of coverage and membership in the base or buy-up medical plans as long as they remain in grandfathered status.

Paragraph 6: Certain provisions of this Section or of the base and buy-up medical plans and the base and buy-up dental plans are subject to continuing and future interpretations by the state or federal governments or their respective agencies. Any new law or more definite or different interpretation of existing law may require immediate and thorough modification of this agreement or of the base and buy-up medical plans and the base and buy-up dental plans. In such event, the change, deletion, or modification of this Article and/or the base and buy-up medical plans and the base and buy-up dental plans shall be accomplished forthwith.

Section G: Severance Payment

Paragraph 1: A teacher who retires or resigns within the time limits allowed by statute, after reaching age fifty-five (55) years or five (5) years in the employ of the Board shall be eligible for a severance payment. The severance payment shall also apply to a teacher who meets the above age or employment qualification and who leaves the district's employment either due to death or total disability or for other good causes as determined solely by the Board. Teachers may, at their option, have their severance applied to health plan payments.

Paragraph 2: The amount of severance payment for which the teacher is eligible shall be computed by multiplying the number of accumulated unused temporary leave days by $30.

Paragraph 3: The severance payment shall be made to the eligible teacher in accordance with regular payroll procedures and shall be subject to all applicable deductions.

Section H: Tax-Sheltered Plans

Paragraph 1: Teachers are eligible to participate in salary reduction tax-sheltered plans, including 457 plans and 403b plans, established pursuant to the Internal Revenue Code, consistent with regulations established by the Business/Financial Services Division. Enrollment in the 457 plan and/or 403b plan must have a minimum of twenty-five (25) participants by the end of the second year after the plan commences or the 457 plan or 403b plan may be terminated at the discretion of the Superintendent.

Section I: Mileage Allowance

Paragraph 1: Any teacher who is required to use his/her own automobile as a regular condition of employment in his/her base or addendum contract shall be compensated on a quarterly basis at the rate per mile established by the Secretary of Administration of the State of Kansas. Mileage rates are effective on the first of the month following the date the Department of Administration makes a change. No mileage compensation will be payable unless specific agreement therefor with the

Business/Financial Services Division has been reached in advance of being incurred.

Section J: Early Retirement

Paragraph 1: The Board will continue to provide a voluntary early retirement program for members of the teachers bargaining unit employed 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 teacher receiving benefits from the program. For the duration of this agreement and pending any legislative action, the Early Retirement structure and level of benefits shall continue at no less than the same level in place on the effective date of this agreement.

Section K: Flexible Spending Account Plan

Paragraph 1: 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 UTW. 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.

Section L: General

Paragraph 1: Each benefit specified by this Article 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 a 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.

Section M: Catastrophic Emergency Benefit Plan

Paragraph 1: The Catastrophic Benefit Plan was established to help employees recover some of their used temporary leave days when they have exhausted all of their temporary leave and experience a major disaster declared by the President of the United States or experience a qualified medical emergency. The catastrophic event would need to be considered a qualifying Family Medical Leave event in order to be deemed a qualified medical emergency.

Paragraph 2: The Catastrophic Emergency Benefit Plan shall be established by allowing each benefited employee to contribute one (1) day of temporary leave to 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 first contributed a day) may do so during the annual Catastrophic Plan open enrollment period. Those who have contributed a day in the past will NOT be allowed to contribute another day unless they went off benefits since they contributed the day or if, in the future, the Plan hours drop low enough that the Plan needs to be replenished.

Paragraph 3: All of an employee's applicable temporary leave must be exhausted before the employee is 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 the employee is

eligible. Employees who meet the criteria above shall be eligible to submit an application to draw on the Plan up to twenty (20) days per contract year.

Paragraph 4: The Plan is not an option for employees eligible for or receiving workers' compensation or disability compensation payments.

Paragraph 5: The Plan shall be administered by Employee Benefits and Insurance Management. Disputes shall be resolved by the UTW President or designee and the Chief Human Resources Officer or designee.

ARTICLE X: LEAVES

Section A: Temporary Leave

Paragraph 1: Chargeable Temporary Leaves

(a) Each teacher who is under a full-time contract for a full professional year shall be granted twelve (12) temporary leave days on the first day that the teacher reports for work in that professional year. Each teacher at extended day/ extended year schools on a 210-day, full time contract for a full professional year shall be granted thirteen and a half (13.5) temporary leave days. Temporary leave days shall be prorated for any teacher who is contracted for less than full time but at least half time or who begins his/her employment after the beginning of the professional year. However, teachers in less than half-time positions who were hired before August 1, 1999, shall receive prorated temporary leave days. Temporary leave days granted shall be added immediately to the teacher's accumulation. A teacher under an addendum contract shall be granted one (1) temporary leave day for each fifteen (15) days of paid addendum computed to the nearest half day. Such additional days shall be added to the teacher's accumulation upon completion of the addendum contract.

(b) Unused temporary leave days shall be cumulative without limit.

(c) Accumulated temporary leave days may be used for:

(1) Personal illness, injury, or incapacitation up to the maximum number of days the teacher has accumulated, except that accumulated leave days may not be used during addendum contracts of twenty (20) or fewer days. However, no teacher may use temporary leave days for any single such disability beyond 180 calendar days from the first day of disability. On or before the end of thirty (30) calendar days from the beginning date of the disability and on or before the end of every thirty (30) calendar days thereafter, the teacher and his/her physician shall furnish a statement verifying the disability. For the recurrence of a disability to be considered a new disability, the teacher must have returned to work for a continuous period equal in length to the period of absence or for thirty (30) consecutive contract days if the period of absence exceeded thirty (30) contract days. However, if such time period is interrupted by the end of the school year, a teacher who fails to complete such time period upon the start of the next school year may file an appeal with the Chief Human Resources Officer who may waive the remaining 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. Temporary leave for maternity will be granted to teachers during the period of actual incapacitation from performing their duties. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability for job-related purposes, including commencement,

duration and extensions of leave, payment of disability income, reinstatement and any other fringe benefit offered to employees by virtue of employment.

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

(3) The number of personal leave days which may be taken is based upon the length of employment with the Board. Teachers with twenty-five (25) or more years may take up to five (5) personal leave days, teachers with twenty to twenty-four (20 to 24) years may take up to four (4) personal leave days, and all other teachers may take up to three (3) personal leave days. Personal leave may be taken at the teacher's discretion. However, teachers shall properly file a form of notification twenty-four (24) hours in advance of a personal leave. Teachers shall not take temporary personal leave:
   (a) during nonteaching professional days
   (b) during the first five and last five days of the school year
   (c) during addendum contracts of twenty (20) or fewer days
   (d) to extend those non-working days or conference release days as identified by the school calendar.

   In cases of emergency, the principal may waive the preceding restrictions other than the numerical limit. In addition, the restrictions above shall not apply to a teacher desiring to use personal leave to attend a graduation of the teacher's child or spouse.

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

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

(6) Adoptive leave up to a maximum of fifteen (15) days per contract year.

(d) When a teacher 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. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day but more than one-half (1/2) day shall be chargeable as one (1) day. A teacher's salary shall be reduced by the amount of his/her daily rate of pay for each day of chargeable absence in excess of the limits specified by subparagraph (c) above. However, the numerical limits specified by subparagraphs (c)(2), (c)(4) and (c)(6) above may be extended by the Superintendent upon written request by the teacher if the teacher has accumulated sufficient days.

(e) When the administration has doubt of the authenticity of the reason given by the teacher for any absence other than personal leave, the administration reserves the right to require evidence of authenticity. After five consecutive days of absence, the administration may require the teacher to furnish evidence of authenticity of the reason given by the teacher. Such evidence shall be subject to review and appropriate action by the Human Resources Division.

(f) If, in the judgment of the building principal, the total number of absences on a given day by teachers based at the building will impair or is impairing the educa-

tional program, then the principal may request that teachers not take personal leave.

Paragraph 2: Nonchargeable Temporary Leave

Subject to administrative approval, a teacher may be granted temporary leave for the following purposes, subject to the following provisions. Such temporary leave shall not be chargeable to cumulative temporary leave days, and the teacher shall receive his/her full pay.

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

(b) **Curriculum**
A teacher may be granted temporary leave to participate in the development of a school project within the school system (for example, working as a committee member during the school day).

(c) **Joint Study**
A teacher may be granted temporary leave to work on a committee jointly sponsored by the Board and the UTW.

(d) **Professional**
A teacher may be granted temporary leave to pursue professionally related activities.

(e) **Instruction**
A teacher may be granted temporary leave to supervise a group of pupils.

(f) **Visitation**
A teacher may be granted temporary leave to consult with and/or observe for professional purposes a person or school.

(g) **School Business**
A teacher may be granted temporary leave to conduct business for the school system at the direction of the Superintendent.

(h) **Natural Disaster**
A teacher may be granted temporary leave in the event of a tornado, flood and/or fire as determined by the Human Resources Division, and after the teacher has used all personal leave.

(i) **Parent-Teacher Conferences**
A teacher will be granted temporary leave to attend parent-teacher conferences and IEP meetings pertaining to a teacher's child that are held in District schools and in schools located in districts that are adjacent/near to USD 259.

Paragraph 3: Other Temporary Leaves

The Superintendent or a delegated authority may authorize temporary leave for any other purpose not expressly identified above. Such authorization shall specify the temporary leave as chargeable or nonchargeable.

Section B: Extended Leaves

Paragraph 1: Teachers are entitled, subject to administrative approval, to extended leaves for study, foreign teaching as part of a nationally recognized program, exchange teaching as part of a nationally recognized program, health, illness of spouse, child or parent, maternity, paternity, adoption, military service, campaigning for or serving in a public office, professional activities and professionally related employment. Such extended leaves shall normally be for one (1)

semester or one (1) year. An extended leave may be lengthened to include a second year under the same provisions which applied to the first year of extended leave. No extended leave shall be considered a termination of employment. Extended leave shall not be taken in order that the teacher can teach at another school other than a nationally recognized foreign teaching or exchange teaching program.

Paragraph 2: General Provisions

A teacher shall:

(a) have completed his/her probationary period before being eligible for extended leave. Application for extended leave may be made during the last semester of the probationary period or thereafter.

(b) receive no salary or benefits from Unified School District 259 when he/she is on extended leave.

(c) receive full credit for teaching experiences while on extended leave for:
   (1) study when enrolled for the period of leave in at least the equivalent of a minimum full load of course requirements in an academic institution;
   (2) military service, as required by federal or state law;
   (3) professionally related employment;
   (4) foreign teaching or exchange teaching;
   (5) campaigning for or serving in a public office as an elected official;
   (6) professional activities (for example, as an employee or officer of a local, state or national professional organization, or as a volunteer in VISTA or Peace Corps).

(d) receive no credit for teaching experience while on extended leave for reasons of health, illness of spouse, child or parent, maternity, paternity, adoption or foreign travel.

(e) be subject upon his/her return from extended leave to any general salary reductions which may be ordered by the Board.

(f) retain during the extended leave current status if applicable to the Wichita Supplemental Annuity Plan.

(g) retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of extended leave.

(h) be permitted to retain membership, during extended leave, in the Board provided health coverage plan. However, arrangements for payment of premiums must be made in advance with the Employee Benefits & Insurance Management Office and the Board shall make no contribution.

(i) be reassigned in a position which is at least comparable to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of a school year, the effective date of return shall be subject to a vacancy for which the teacher on leave is qualified. If the date of return from extended leave is the beginning of a school year, the assignment shall be assured, provided the teacher notifies the Human Resources Division on or before April 15 of his/her intention to return. On or before March 15 the Human Resources Division shall make reasonable attempts to notify each teacher on leave of this provision.

(j) prior to resuming duties on return from an extended leave for maternity or health, present to the Human Resources Division a statement from a physician that the teacher is physically able to resume normal duties required of his/her assignment. If requested by the Human Resources Division, confirmation of the physician's statement by another physician selected by the Board may be required at the expense of the Board. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom. Maternity leave without pay shall extend for a reasonable period of time subject to subparagraph (i) above.

Paragraph 3: Other Extended Leaves

The Superintendent may authorize, subject to the approval of the Board, an extended leave for any other purpose not expressly identified above.

Paragraph 4: Application

(a) Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before April 15. Applications for extended leaves which are to be effective at a time other than at the beginning of a school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, teachers shall still receive consideration of their application and extended leaves may be granted except where such leave would work a hardship on the school system.

(b) A physical examination and/or statement from a medical doctor may be required of any teacher making an application for an extended leave for health. In the case of maternity, such statement shall include the anticipated birth date of the child.

(c) Teachers shall make application for extended leaves on forms provided by the Human Resources Division.

Paragraph 5: Notification for Leaves

In the case of leave for maternity, elective surgery or other condition of health which may require an extended period of absence from the job, the teacher shall notify her/his immediate supervisor as soon as possible after becoming aware of the condition.

Section C: Sabbatical Leaves

Paragraph 1: Purpose

In order to provide opportunities for professional improvement, sabbatical leaves are available to teachers for formal, full-time study at a college or university.

Paragraph 2: Eligibility

(a) An applicant must have performed seven (7) school years of continuous service to Unified School District 259 immediately prior to the commencement of the proposed sabbatical leave. The continuity of service is not interrupted by an extended leave of up to one (1) year. However, time during such leave shall not be counted toward the required seven (7) years and at least two (2) of the seven years must have been performed after the latest extended leave. The continuity of service is interrupted by any extended leave or leaves which total in excess of one (1) year.

(b) Applicants shall not have received sabbatical leave during the seven (7) years immediately preceding the application.

(c) Each applicant must sign a statement of intent to return to service in Unified School District 259 immediately upon termination of sabbatical leave.

(d) Each applicant must sign a commitment to repay the amount paid during the sabbatical leave on a prorated basis in the event the teacher fails to return to Unified School District 259 and perform assigned services under a contract of employment for a period of one (1) year after return from sabbatical leave.

Paragraph 3: Application

(a) Applications shall be made to the Chairperson of the Committee for Sabbatical

Leave on or before the annual deadline dates established by the said committee.

(b) The application shall present the applicant's plans for the sabbatical leave and such other information as the committee deems advisable.

Paragraph 4: Selection

(a) The Committee for Sabbatical Leave shall consist of two members appointed by the Superintendent, two members appointed by United Teachers of Wichita, and the Chief Human Resources Officer or designee, who will chair the committee.

(b) The committee will prepare a priority listing of eligible applicants and recommend teachers for sabbatical leave appointments. The committee shall judge the quality of the applications and recommend no more than five (5) teachers per contract year.

(c) Consideration shall be given to:
   (1) assured eligibility;
   (2) the potential contribution to the applicant's professional growth;
   (3) the applicant's prior contribution to the school district, potential for future leadership, or for improvement of classroom instruction;
   (4) evidence of professional growth;
   (5) any other pertinent factors as established by the committee.

(d) The priority listing of applicants for sabbatical leave shall be submitted to the Board for approval.

Paragraph 5: Compensation

While on sabbatical leave, the teacher shall be paid according to the base contract salary which would have been earned had the teacher not been on leave. Payment for a semester's sabbatical leave shall equal 100 percent of the semester's base contract salary, and payment for a year's sabbatical leave shall equal 50 percent of a year's base contract salary.

Paragraph 6: General Provisions

A teacher shall:

(a) receive full credit for system experience while on sabbatical leave;

(b) be subject upon return from sabbatical leave to any general salary reductions which may be ordered by the Board;

(c) retain during the sabbatical leave current status if applicable in the Wichita Supplemental Annuity Plan;

(d) retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of the sabbatical leave;

(e) maintain all rights accruing under Kansas Public Employees Retirement System, if any;

(f) be permitted to retain the health coverage benefit as set forth in the Teacher Benefits Article;

(g) retain group term life coverage;

(h) retain disability income protection coverage;

(i) upon completion of sabbatical leave, be reassigned in a position which is at least comparable to the one held when assuming sabbatical leave status, exclusive of supplemental assignments;

(j) be eligible for sabbatical leave for a semester or a year. A second year may be granted in special cases under the provisions in Section B of this Article.

(k) not deviate while on sabbatical leave from his/her approved plan except with the written permission of the Committee for Sabbatical Leave.

Section D: Family and Medical Leave

Paragraph 1: The Board shall comply with the Family and Medical Leave Act of 1993 or as subsequently amended.

ARTICLE XI: TEACHER USE OF FACILITIES

Section A: Building

Paragraph 1: Meetings
Teachers have the right to reasonable use of building facilities for meetings at reasonable times and hours when such buildings are open and the operating staff is on duty.

Paragraph 2: Instruction Preparation
Teachers shall have reasonable access to classrooms, equipment, or appropriate offices for instructional purposes or for instructional preparation.

Section B: Equipment

Paragraph 1: When not otherwise in use, teachers may make reasonable use of office equipment (not including supplies) located anywhere in the building of their assignment(s). Such equipment shall not be removed from the building except with advance written approval of the building principal. If the equipment is removed from the building for personal use, the teacher shall sign a commitment to reimburse the Board for any loss of or damage to such equipment, less depreciation and allowance for normal wear and tear.

Section C: Announcements

Paragraph 1: Teachers have the right to request the placement of items in daily bulletins and reasonable use of intercom equipment.

Section D: Procedures

Paragraph 1: Such use as referred to in Sections A, B, and C shall be arranged and approved through the building principal or his/her administrative representative. Such use shall not be unreasonably withheld.

Paragraph 2: If a teacher's request for use of building facilities, classrooms, offices, office equipment or to make announcements is denied, the teacher shall, upon request, be entitled to an explanation from the principal or his/her administrative representative.

Section E: Posting Materials

Paragraph 1: Subject to reasonable regulation by the School Building Committee, teachers have the right to post items on faculty bulletin boards and to place items in teachers' boxes. A copy of any duplicated material placed in teachers' boxes shall be furnished to the building principal no later than the time of distribution.

Paragraph 2: Materials which propose or promote any action by a teacher or group of teachers to violate any term of this agreement or any Board or administrative policy, rule, regulation, or directive shall not be placed in teachers' boxes or on faculty bulletin boards.

ARTICLE XII:

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section A: General

Paragraph 1: The teacher, as a member of the teaching profession, has certain rights, privileges and prerogatives. The Board so recognizes the teacher as a professional person and, when it employs him/ her, it does so with the express intent of honoring those rights, privileges and prerogatives. Correspondingly, when the teacher accepts employment by the Board, he/she does so with the intent of fulfilling his/her professional and contractual responsibilities.

Paragraph 2: As a professional, a teacher is frequently called upon to employ his/ her own judgment with regard to his/her actions. In doing so, the teacher must bear the responsibility of his/her decisions. In the area of the exercise of his/her professional rights, the teacher's judgment must be relied upon in the general course, but is subject to review in accordance with provisions established by contractual agreement or law.

Section B: Rights and Responsibilities

Paragraph 1: Discussion of School Policies

Teachers have the right to express opinions on school policies and conditions, make declarations, and vote on issues. Teachers are free to dissent from the views of other teachers, if they are so inclined. No reprisals shall be made as a result of such dissent. Teachers have the right to meet privately and to disseminate their views either as individuals or groups.

Paragraph 2: Organizational Activities

Teachers have the right to join and participate in the lawful activities.

Paragraph 3: Political Activity

Each teacher is free to exercise rights and fulfill responsibilities as a citizen by participating in political activity, attending functions of political parties, belonging to the party of choice, seeking support in the community on political issues, becoming a candidate for public office and holding such office. The teacher's political activity, however, must not compromise professional integrity. The teacher must not misuse his/her professional position to pervert academic freedom in the interests of personal political beliefs or ambitions or those of a political group. A teacher shall not in the course of employment or by virtue of his/her professional contact with pupils use pupils to influence or attempt to influence a partisan political election or other election for public office.

Paragraph 4: Individual and Personal Rights

The teacher's individual and personal rights outside the academic setting are no less than those of other citizens. Each teacher has the right to conduct himself/ herself outside the academic setting as he/she sees fit unless it can be shown that the teacher's behavior is affecting his/her professional performance in a demonstrably deleterious manner. Employees' appearance is a reflection of pride and professional responsibility to the Wichita Public School District and the public. The professional dress standards for teachers are as follows:

(a) Employees shall dress with appropriate attire for the curriculum being taught and the activity to be engaged in that day.
(b) Clothing should convey a professional image by being modest, neat and clean.
(c) Tops/Blouses/Shirts and Dresses should have a modest/appropriate neckline. Strapless or "spaghetti strap" tops, camisoles, low-cut or revealing tops are pro-

hibited unless a shirt or jacket is worn appropriately at all times.

(d) Tops/Blouses/Shirts must cover midriff area at all times.
(e) Dresses, skirts and/or shorts should be of modest length.
(f) Jeans are permissible; however, they should not be torn/frayed/with holes.
(g) Professional dress is expected at Parent-Teacher conferences.
(h) Clothing with educational/college slogans is appropriate.
(i) Clothing with slogans that feature large-letter advertising, inappropriate language, and/or drugs/alcohol are prohibited.
(j) Sweat/wind pants and jogging suits are prohibited.
(k) Form-fitting pants are prohibited unless worn with a top of modest length.
(l) Beach-style flip-flops are unacceptable footwear.

The professional dress standards apply to actual teaching days and parent/teacher conferences. Administrators may make exceptions for staff when it is determined that a variance is required due to special events or special circumstances. In adopting 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. When such is the case, the employee should provide documentation to his or her supervisor of the medical necessity that gives rise to the need for deviation from this professional dress policy.

First and second violations of professional dress standards will result in verbal warnings.

Paragraph 5: Curriculum and Materials

While the groups of teachers must develop through professional agreement, subject to approval of the Board, the objectives, content and methods of the curriculum, the individual classroom teacher shall exercise professional judgment in their implementation and in the selection of supplementary materials within the guidelines established by professional groups.

Paragraph 6: Space and Facilities

The fulfillment of the responsibilities of this contract requires that the teacher undertake certain tasks such as planning, grading, telephone conferences and, when the teacher deems it necessary, the undertaking of activities which promote professional growth. The teacher is expected to perform certain of these tasks off school premises.

Section C: Nondelegable Board Power

Paragraph 1: Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board. Grievances regarding this Article shall not be presented to arbitration without the consent of the Superintendent or designee.

ARTICLE XIII: ACADEMIC FREEDOM

Section A: Academic Freedom

Paragraph 1: It is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and pupils are free to learn at their levels of comprehension; a climate conducive to open inquiry and responsible discussion of any and all topics related to the development of mankind ethically, culturally and physically, including views and expressions on these and other topics which may be unorthodox or unpopular.

Paragraph 2: In order to assure the general continuity, scope, and sequence of the curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with district curricular objectives of the course and the campus improvement plan.

Paragraph 3: A teacher must be allowed to exercise academic freedom in a continuous effort to accomplish the mission of the school system. Major goals of the school system are to develop learning skills; to develop a free, reasoning individual who can think independently, who can recognize basic values and understand the fundamental ideas not only of his/her own but other cultures as well; and to ensure all students learn the skills and acquire the knowledge necessary for success at continuing stages of their lives in an environment where diversity is valued.

Paragraph 4: The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil. Academic freedom further implies that a teacher will teach with a scrupulous regard for honesty and accuracy, without distortion or falsification.

Paragraph 5: Academic freedom guaranteed herein requires strict adherence to professional ethics. It also requires the teacher to evaluate his/her instruction in a continual effort to meet the highest standards set forth by the teaching profession.

Section B: Instructional Materials

Paragraph 1: In selecting instructional materials, teachers must consider the learning media to be employed, the substantive manner in which the materials may contribute to the education of the pupil, their aesthetic values, appropriateness to the curriculum and adaptability both in structure and content for a particular individual or groups of pupils, and shall not be restricted beyond these considerations.

Paragraph 2: The teacher must be free to recommend for individual study any instructional material which he/she believes will have educational significance for an individual pupil, and must also be free to discuss with a pupil any instructional material that the pupil reads, views or hears, whether the teacher has recommended it or whether the pupil has discovered it for himself/ herself.

Section C: Outside Speakers

Paragraph 1: The teacher must be free to invite and utilize the services of outside speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of pupils.

Section D: Professional Review

Paragraph 1: A Professional Board of Review shall consist of a representative group of twelve (12) teachers employed by the school system and three (3) representatives of the Wichita educational community. This Professional Board of Review shall be appointed by the Superintendent from a list of candidates submitted by the UTW in August of each year or as soon thereafter as possible. Throughout the school year, the UTW shall maintain a list of fifteen (15) names from which the Superintendent shall fill vacancies as they occur. This Profes-

sional Board of Review shall establish written rules and procedures for the conduct of its business.

Paragraph 2: All decisions rendered on the application of any of the provisions of Sections A, B and C of this Article in a specific situation shall be made by this Professional Board of Review. It will accept problems, complaints and requests for guidance from teachers and citizens and, after giving all interested parties an opportunity to present their viewpoints, shall render a judgment in accordance with this Article and the Code of Ethics of the Education Profession. Such judgment shall be final and binding upon all teachers involved in the specific situation. However, the decision of a teacher shall not be overruled or stayed pending such judgment by the Professional Board of Review.

Section E: Nondelegable Board Power

Paragraph 1: Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board. Grievances regarding this Article shall not be presented to arbitration without the consent of the Superintendent or designee.

ARTICLE XIV: TEACHER FILES

Section A: Teacher Files

Paragraph 1: All material obtained during the period of employment and placed in the teacher's file shall be available for inspection by the teacher at mutually agreeable times and in the presence of a person authorized to show the files. The teacher may obtain, upon request, a copy of such material. The teacher's official file in Human Resources is a confidential file with limited access. Access will be provided only to the teacher, his/her supervisor, and others with a demonstrated need to view the file as determined by the Chief Human Resources Officer or designee. At the teacher's request, a person of his/her choosing may accompany the teacher for the inspection.

Paragraph 2: The phrase, teacher's file, as used in this Article shall be construed to include all information in the personnel database pertaining to the teacher.

Paragraph 3: The teacher shall be given a copy within five (5) contract days of any Personnel Conference Summary concerning the teacher whether or not it is placed in the teacher's file.

Paragraph 4: Confidential material received by the administration prior to employment and in employment processing, and confidential references or evaluations obtained from professional educators and educational institutions outside the school system subsequent to employment shall be exempted from inspection. However, the teacher shall be provided a list of such items upon request, including the source of such items.

Paragraph 5: Before any material, other than that specified in Paragraph 4 above, of a derogatory nature is placed in a teacher's file, such material shall be discussed with the teacher.

Paragraph 6: The teacher shall have the right to answer any material filed which is subject to inspection. Such answer shall be submitted to the Human Resources Division within ten (10) contract days of the date that the teacher first received

a copy of the material being answered. Such answer shall be affixed to the material and placed with it in the teacher's file.

Paragraph 7: The teacher may request a personnel administrator to remove any evaluative or disciplinary material more than three (3) years old from the teacher's file. Such request may or may not be granted. The decision of the personnel administrator shall be final. The Human Resources Division shall keep a record of the requests made and of the disposition of each request.

ARTICLE XV:
TEACHER PERFORMANCE MANAGEMENT

Section A: General

Paragraph 1: The Teacher Performance Management System shall be a systematic and continuous process designed to meet the requirements of K.S.A. 72-2407 *et seq.*, and amendments thereto. The process will focus on self-development and professional growth and will not be construed as an act of discipline. The goal of the Teacher Performance Management System is to improve the quality of instruction in a way that is consistent with the district's strategic beliefs and mission, the district strategic plan, and the individual campus improvement plans and mission statements. Appendix B to this Agreement, which is incorporated by reference, contains additional information regarding the Teacher Performance Management System.

Paragraph 2: The following definitions apply to the Teacher Performance Management System:

(a) "New Teacher", for the purpose of evaluation, will be:
   i. any teacher in their first three years of teaching; or
   ii. a teacher who has at least three years' experience in another district in Kansas and is in their first two years of teaching in USD 259.

(b) "Supervisor" is a licensed district/building administrator who has been certified to evaluate, including but not limited to building principal, assistant principal, or district administrator.

(c) "Evaluation Work Group" is a group consisting of 3 individuals appointed by UTW Leadership and 3 individuals appointed by the Superintendent or designee to review evaluation processes and training.

Paragraph 3: An Evaluation Work Group will be established. The Work Group will review issues of the evaluation process to problem-solve and to develop recommendations for solutions to those issues. The recommendations will be submitted to the Superintendent or designee. The Superintendent is the final decision-maker on such matters. The feedback, evaluation score, and criteria for evaluation are not subject to review by the Evaluation Work Group. Release time shall be provided to all Work Group members for meetings of the Group.

Paragraph 4: The Teacher Performance Management System will be reviewed annually by the Evaluation Work Group to determine if the processes and procedures are meeting the conditions as outlined in K.S.A. 72-2407 *et seq.*, and amendments thereto.

Paragraph 5: Only an alleged abuse of this process shall be subject to the grievance procedure. The feedback and recommendations are not grievable. Disputes regarding this process will be reviewed by the Superintendent or designee and the

UTW President or designee.

Paragraph 6: The administrative staff will provide ongoing information and training on the Teacher Performance Management System at building staff meetings, in-service days, or during professional development time.

Paragraph 7: The Teacher Performance Management forms adopted by the Board shall be used and kept in the Teacher's electronic file.

Paragraph 8: Teachers will not be monitored by intercom or other mechanical devices without their knowledge or permission.

Section B: Teacher Performance Management System Highlights

Paragraph 1: The Teacher Performance Management System is comprised of these major components:

(a) a Teacher Evaluation Component as defined by K.S.A. 72-2407 *et seq.*, and amendments thereto, and regulations of the Kansas State Department of Education (KSDE);

(b) an Orientation/Mentoring Phase which shall pertain to New Teachers; New Teachers shall be provided reasonable assistance to facilitate their transition into the profession;

(c) a Plan of Assistance Phase which may apply to any teacher who has completed at least three years of teaching in USD 259 who may need extraordinary assistance to accomplish the level of success which will enable him/her to continue employment within the district.

Section C: Teacher Evaluation Component

Paragraph 1: Teacher Evaluation

As per K.S.A. 72-2409, teachers will be evaluated by a KSDE-approved system based on the following timeline:

Every teacher in the first two consecutive school years of employment shall be evaluated not later than the 60th school day of each semester.

During the third and fourth years of employment, every teacher shall be evaluated at least one time each school year not later than February 15.

Paragraph 2: Staff Development

Staff development consists of a variety of methods for individual teachers, groups, and the District to grow professionally. Staff development is intended to:

(a) help meet teacher growth goals and address student/customer/ colleague/ organization needs;

(b) include in-services, workshop seminars, conferences, study groups, independent study, action research, applied training and leadership planning and other strategies as appropriate;

(c) provide time for thinking, practicing and reflecting, not just learning techniques, skills, and practices.

Paragraph 3: Professional Development Council/Council of Professional Learning

UTW shall oversee the selection of the teacher members in the Council of Pro-

fessional Learning, known as the Professional Development Council in the District. The Professional Development Council shall ensure that in-service points are awarded in accordance with state regulations. For purposes of renewing a certificate or license, the Professional Development Council, in accordance with state law and regulations, shall not impose a limit on the number of professional development points that may be earned so long as such is required by state law and regulations.

Section D: Orientation/Mentoring Phase (For New Teachers)

Paragraph 1: Orientation emphasizes initial employment, referred to as probationary status, and includes two parts: mentoring and required staff development. The orientation phase is the set of processes and procedures which are provided to assist new employees in becoming successful members of the Wichita Public Schools, Unified School District 259.

Paragraph 2: Mentoring is the systematic provision of a mentor, coach or guide for newly hired personnel. The values of mentoring include the opportunity to build relationships among professionals and the development of a shared language and a set of common understandings necessary for acclimating and orienting new teachers to the Wichita Public Schools procedures and practices.

(a) Work sites or the district will provide a mentor for each New Teacher. The mentor and New Teacher could involve other personnel as appropriate to assist in activities. Up to seven hours of release time annually may be used in the orientation component. The mentor must agree to accept the mentoring responsibility, meet all KSDE mandated requirements, attend training, and document mentoring activities as appropriate to meet KSDE requirements.
(b) The mentor will have frequent communication with the New Teacher and firsthand knowledge of the New Teacher's job performance during the orientation period. The frequency of interactions may decrease but mentoring should continue to be available for the orientation period.
(c) Areas of support could include but are not limited to:
    (1) systems information – giving information related to procedures, guidelines and expectations;
    (2) resources – collecting, disseminating, using or locating materials or other resources;
    (3) professional information – giving information strategies related to the New Teacher's role;
    (4) emotional support – through listening empathetically and sharing experiences;
    (5) advice on scheduling and planning;
    (6) advice on working with students, parents, peers, administration and the community;
    (7) co-facilitation of improvement planning, conferences, staffing, staff development activities and job shadowing experiences;
    (8) participation in the development of the New Teacher's professional growth plan. Outcomes from the first year's experiences would be important factors in setting up the goals for the following school year.
(d) The supervisor is responsible for identifying the mentor. The supervisor is responsible for having firsthand knowledge of the New Teacher's performance during the orientation period.

Paragraph 3: Required Staff Development

There are a number of staff development topics that are required annually of

members of the Wichita Public School employees, including but not limited to: Diversity, Asbestos, Bloodborne Pathogens, Reporting Suspected Child Abuse, Drug Free Workplace, and Sexual Harassment. These may be delivered in person or electronically through videos or electronic courses.

Section E: Growth Plans (Also Called *Deliberate Practice Plans)*

Paragraph 1: Growth Plans are specifically developed to enhance continuous improvement of a teacher's ongoing professional growth. Each teacher shall have the final decision in developing an individual plan with specific goals, including the number and content of specific goals (no fewer than 2 goals), subject to the goals being tied to elements found within the adopted evaluation system. The plan includes growth goals which have an estimated timeframe for completion and suggested activities. The teacher shall report progress on goals to the teacher's supervisor once per semester. The growth plan should be submitted electronically to the supervisor by the end of September or within thirty (30) days of returning to work, whichever is later. A teacher returning at any time other than the start of the school year, or who has a change in assignment, shall submit a growth plan within thirty (30) days. Those teachers assigned to more than one building shall coordinate their growth goals with the supervisor at their base school. For self-review, teachers will keep documentation that illustrates progress toward goals.

Section F: Plan of Assistance (for teachers who have completed their first three years with USD 259)

Paragraph 1: The Plan of Assistance is a process designed to provide a structured format to identify performance-based concerns, develop a plan of action to address the concerns, motivate and provide assistance and feedback in order to improve performance.

Paragraph 2: A teacher may be placed in the assistive process for instructional issues only after a building administrator has completed a 30-minute observation and discussed the observation with the teacher. The assistive process shall provide support above and beyond what is provided to the staff as a whole. During the assistive process the building principal, assistant principal, district administrator or his/her designee will observe performance at least twice, with each observation being at least thirty (30) minutes in length, provide written feedback, resources, support or other interventions aimed at improving performance.

Paragraph 3: The Plan of Assistance is initiated when the assistive process has not been successful and the supervisor determines that the teacher needs additional assistance and support to maintain or achieve an acceptable level of performance. Teachers who enter a Plan of Assistance will enter a different evaluation cycle where they will be evaluated each year. Teachers will remain in this evaluation cycle for at least 2 years and must successfully complete the Plan of Assistance in order to reenter their normal evaluation cycle. The duration of a Plan of Assistance must be at least nine (9) weeks and shall include:

(a) statement or definition of concern(s);
(b) measurable expectations for acceptable performance;
(c) individualized plan for improvement;
(d) resources to be committed by employer and teacher, such as personalized staff development, correspondence, etc.;
(e) specific timelines and recommended progress checks every two (2) school weeks;
(f) assessment of progress: satisfactory performance and removal from the Plan of Assistance, continue the Plan of Assistance with adjustments/ modifications, or move into the termination process.

Paragraph 4: The supervisor will review the teacher's performance through the Plan of Assistance to determine the extent of improvement. Upon completion of the Plan, the supervisor will recommend that the teacher re-enter his/her normal evaluation cycle, continue the Plan of Assistance, or move into the termination process. In summary, the Plan of Assistance is designed to provide a structured format to identify concern(s), develop a plan of action to address the concern(s), motivate and provide assistance and feedback on activities, and assist the teacher toward the professional growth cycle or career change.

Section G: Peer Consultant Program

Paragraph 1: The Peer Consultant Program represents collaboration between the Wichita Public Schools and the United Teachers of Wichita to provide assistance to New Teachers in the district. The primary goal of the program is to provide help to teachers entering the profession to move their performance to a level of quality that provides success for all students.

Paragraph 2: There will be a Governing Board that will consist of four (4) members selected by UTW and four (4) members selected by the Superintendent or designee. In addition, there will be two (2) alternates selected: one by UTW and one by the Superintendent or designee. The Governing Board will determine all specific details of the program and generally manage the program. The Governing Board will be co-chaired by one UTW representative and one member selected by the Superintendent or designee. A minimum of five (5) votes shall be necessary for the Board to make decisions.

Paragraph 3: There will be at least ~~six (6)~~ ten (10) peer consultants for the ~~2019-2020~~ 2022-2023 school year. The Governing Board will select the peer consultants. Selected teachers will demonstrate outstanding classroom teaching ability, be skilled in written and oral communication, and possess the ability to work cooperatively and confidentially with others. To be eligible for consideration as a peer consultant, each candidate will be a teacher currently working directly with students, with a minimum of five (5) years within the last seven (7) years of service in USD 259. The peer consultant will serve a one-year term, which may be renewed annually following review of the peer consultant by the Governing Board with due consideration for the input and views of the Executive Coordinator of New Teacher Induction. Unless a longer term is approved by the Governing Board and Executive Coordinator, a peer consultant shall be limited to a maximum of seven (7) consecutive years in such role. ~~with the possibility of serving five consecutive years unless another arrangement is agreed to by the Peer Consultant Governing Board. The Governing Board will conduct an annual review of each peer consultant.~~ The peer consultant will serve in this capacity on a full-time basis with addendum days.

Paragraph 4: Each peer consultant will be expected to serve a typical case load of fifteen (15) New Teachers. The Governing Board may adjust the number after discussions with the peer consultant. Peer consultants will assist in new staff orientation, workshops and graduate level course work as deemed appropriate by the Governing Board.

ARTICLE XVI:
SCHOOL BUILDING COMMITTEE

Section A: Purpose

Paragraph 1: The purpose of the School Building Committee shall be to identify problems at the building level and to work in an advisory capacity to the principal toward acceptable solutions. The School Building Committee shall involve itself in:

(a) Problems relating to rules, procedures, policies, safety and security of pupils and teachers within the building, and any other matters pertaining to the operation of the school.

(b) The planning, implementation, and evaluation of authorized building-based in-service programs.

(c) Planning for those meetings involving pupils, parents, and community patrons.

(d) The use of building staff allocation and scheduling.

(e) Discussions and recommendation for revisions to the school discipline plan prior to its adoption and publication by the building principal.

Section B: Organization

Paragraph 1: A School Building Committee shall be organized at each school attendance center as designated by this Article.

Paragraph 2: Membership of the School Building Committee shall consist of the following:

(a) Chairperson
  (1) The UTW Professional Representative (ProRep) or his/her designee shall serve as chairperson.
  (2) If the ProRep/designee declines to be chairperson, the Committee shall elect a chairperson.

(b) The principal or the assistant principal in the event the principal is unavailable

(c) Teachers elected by and from the teachers based at the building.
The number of Committee members, in addition to the chairperson, principal and the classified member, shall be based on the following school enrollment:

Number of Enrollment	Members
400 or fewer	3
401 to 800	5
801 to 1200	7
1201 to 1600	9
1601 to 2000	11
2001 or more	13

(d) At least one teacher who is a member of the School Building Committee shall be appointed by the building principal to serve on the site council.

Paragraph 3: Election of the School Building Committee shall be as follows:

(a) The election shall be conducted by the UTW or its designee prior to September 10 of each year.
(b) All teachers assigned to the building shall be eligible to vote.

(c) The elected members shall serve until a new committee is elected the following year.
(d) One classified staff member shall be elected to serve on the committee and will be elected by the classified members assigned to the building.

Paragraph 4: Committee members shall be reported by September 20 of each year by the chairperson to the UTW.

Section C: Bylaws

Paragraph 1: Each School Building Committee shall annually adopt its own bylaws subject to ratification by the teachers based at the building. Such bylaws shall include, but not be limited to:

(a) A procedure for nomination of committee members.
(b) A procedure for election of committee members by secret ballot before September 10 of each year.
(c) A procedure for the selection of officers other than the chairperson.
(d) A procedure for filing committee vacancies.
(e) A procedure for calling meetings, which shall be held at least once a month during the school year.
(f) A procedure for setting of an agenda.
(g) A procedure for notifying teachers of building meetings, place, date and agenda.
(h) Provisions for school patrons, including pupils, or other citizens residing in the school attendance area to suggest items for the agenda and, subject to reasonable regulations of the committee, to meet with the committee to discuss items of concern.
(i) A procedure for distributing minutes following each meeting.

Paragraph 2: The current bylaws adopted by the School Building Committee and ratified by the teachers shall be filed with the UTW.

Section D: General Rules

Paragraph 1: Any teacher may submit to any committee member in the building a written statement, signed or unsigned, of a problem for consideration by the committee, which shall be placed on the agenda for the next meeting.

Paragraph 2: Any item may be placed on the agenda by any committee member, including informal requests by another teacher.

Paragraph 3: Individual teachers may have a hearing before an ad hoc subcommittee of his/her choice for data input prior to consideration of a regular School Building Committee meeting.

Paragraph 4: The principal may provide the School Building Committee with secretarial services as may be available and agreed upon by the principal and the committee.

Paragraph 5: All School Building Committee meetings shall be open to teachers of the building.

Paragraph 6: No provision of this Article is to be interpreted in a fashion that would abridge the rights of any individual as established in this agreement or the statutory rights or responsibilities of the Superintendent or the Board.

Paragraph 7: The principal shall provide reports to the School Building Committee upon request regarding the activities of any committee which is in part or wholly composed of teachers that is appointed by the principal and which does not deal with confidential matters.

Section E: Teacher Governance Model

Paragraph 1: The Board and UTW agree that the Teacher Governance Model which existed during the 2001-02 school year and first established in the 1992-93 school year may be an acceptable method of delivery of educational services upon meeting certain agreed upon criteria. This criteria would be similar to the criteria which existed during the 2001-02 school year. This criteria shall be determined no later than September 15 of each school year should there be a recommendation by either party to have a Teacher Governance school for the following school year.

Paragraph 2: The Board and the UTW agree to meet no later than October 15 of each year to determine the number of Teacher Governance schools for the following year.

Paragraph 3: Once established, a Teacher Governance Model school will be discontinued only in such circumstances that would cause a principal to be removed from that school or upon mutual agreement of the Board and UTW.

ARTICLE XVII: UTW RIGHTS

Section A: Exclusive Rights

Paragraph 1: Exclusive Recognition
The Board recognizes the UTW for the purposes of negotiations as the exclusive representative of the teachers bargaining unit.

Paragraph 2: Exclusive Representation
The UTW shall participate in negotiations with the Board as the exclusive representative of all teachers in the teachers bargaining unit.

Paragraph 3: Exclusive Use of Temporary Leave for Negotiation Activities
Only teachers designated by the UTW shall be granted the use of temporary leave for the purpose of engaging in negotiations with the Board. Such leave shall be granted in accordance with the policy of the Board.

Section B: Non-Exclusive Rights

Paragraph 1: Non-Exclusive

Nothing in this Section shall be construed to limit the Board from granting the same or similar rights to others.

Paragraph 2: Use of Facilities

UTW shall have the rights afforded to teachers in Article XI, Section A, Paragraph 1, and Section C, Paragraph 1, subject to the procedures set forth in Section D. UTW shall have the rights afforded teachers in Article XI, Section E subject to the conditions set forth in said Section.

Paragraph 3: Use of Cablevision Channel

UTW, subject to the following, shall have the right to use the Board's cable television channels. Such use shall be limited to presenting material of an educational nature and purpose and such use shall be approved, arranged, or denied through the Division Director of Strategic Communications or designee. The decision to approve or deny material presented for broadcasting shall rest with the Division Director or designee at the Division Director's or designee's sole discretion. The Division Director or designee shall have the right to place time limits on material that is approved and to schedule the time such material is to be broadcasted. In no event will material be approved for broadcasting which, in the opinion of the Division Director or designee, would be damaging to the labor/management relationship. Decisions rendered by the Division Director or designee pursuant to this paragraph are not subject to the grievance procedure.

Paragraph 4: Open Records

Upon written request from UTW, the Board shall provide UTW public information that is required to be disclosed under the Kansas Open Records Act. Such information shall be furnished or made available within a reasonable time only in the form available. UTW shall not use such public information obtained from the Board for commercial purposes.

Paragraph 5: UTW Access to Board Meetings

A place shall be reserved on the agenda of each regular meeting of the Board of Education for matters that the UTW wishes to present to the Board of Education.

Paragraph 6: Temporary Leave

Teachers who are members of UTW, at the request of UTW, shall be granted leave to participate in certain UTW activities subject to and in accordance with policies of the Board and administrative guidelines.

Paragraph 7: Meetings

Meetings to exchange ideas, offer suggestions, discuss policies and other subjects of mutual interest between Board representatives and UTW and/or its representatives will be held at mutually agreeable times and places at the request of any of the above-named parties.

Paragraph 8: E-mail

The UTW president shall be provided the same access that teachers have away from school to Outlook or whatever other communications system the district may then be using, subject to the UTW president signing the same consent that teachers sign including signing any update thereto and subject to the President

complying with all district rules and policies regarding use of the district communications system.

ARTICLE XVIII: REDUCTION AND RECALL

Section A: General

Paragraph 1: The teaching staff may be reduced by layoff at the discretion of the Board.

Paragraph 2: The greatest possible reduction in teaching staff shall be accomplished through attrition.

Paragraph 3: The reduction may be applied to all teachers or to only some group or groups thereof. The reduction shall be applied to the largest group or groups of teachers which may be reasonably considered. The Superintendent, subject to Board approval and after consultation with the UTW President, shall determine the group or groups of teachers from which the reduction shall be made.

Section B: Selection

Paragraph 1: Within each specified group, teachers shall be selected by the Human Resources Division for layoff in the following order:

(a) Teachers whose positions have been eliminated and who are not qualified to fill any vacant teaching position;

(b) Teachers who are on a Plan of Assistance, provided:

1. the assistive process was followed as outlined in Article XV; and
2. the Plan of Assistance was initiated not less than thirty (30) days prior to the announcement of the reduction in force;

(c) New Teachers as defined in Article XV;

(d) Teachers with four or more years of experience.

Paragraph 2: Within each subparagraph above, if two or more teachers are otherwise equally eligible for selection, teachers with shorter lengths of current employment will be selected before those with longer lengths. If two or more teachers remain equally eligible for selection, the order of selection of those teachers shall be decided through applying unbiased procedures developed and directed by the Human Resources Division.

Paragraph 3: Length of current employment shall be based on the date of employment specified by the personnel database.

Paragraph 4: Only those assessments forwarded to the Human Resources Division prior to an earlier date specified by the Superintendent will be considered in the implementation of this Article.

Paragraph 5: Any individual(s) within a specified group who is on or has requested an extended leave or sabbatical shall be eligible for selection for layoff under the conditions set forth herein.

Paragraph 6: As teachers are selected for layoff, their names shall be placed on a list in the order of their selection. A copy of the list shall be given to the UTW in a timely manner. If the UTW does not object in writing to the order of selection within five (5) days of receipt of the list, the list shall be final. If the UTW objects in writing to the order of selection within five (5) days of receipt of the list,

said objection shall be in the form of a grievance initially filed at Level Two of the Grievance Procedure and shall be processed accordingly.

Section C: Notice

Paragraph 1: Any teacher who is to be recommended for layoff shall be notified in writing at least thirty (30) days prior to the proposed effective date of such layoff and a copy of the notice shall be given to the UTW. Such notice shall include:

(a) The basis for the initial decision for teaching staff reduction;
(b) The reason(s) for the selection of the individual teacher;
(c) A copy of this Article;
(d) Notice to the individual teacher of an opportunity to respond.

Section D: Rights

Paragraph 1: After implementing such a reduction procedure, the list of names of laid off teachers shall be maintained for two (2) years.

Paragraph 2: Any teacher 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 agreement

Paragraph 3: Any teacher who has been laid off will be eligible to choose to continue group health benefits provided by the Board health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Board shall make no contribution and the teacher must make advance arrangements for payment of premiums with the Business/Financial Services Division.

Paragraph 4: It is the responsibility of the listed laid off teachers to keep the Human Resources Division informed of their current address and any changes in teaching qualifications.

Paragraph 5: If a teacher vacancy occurs within two (2) years for which any teacher named on the list qualifies, the position shall be offered to the teacher whose name was most recently placed on the list and who meets the qualifications of the position as stated on the job description prior to the occurrence of the vacancy. However, the Board is not obligated to offer any teacher a position of greater full-time equivalency than that teacher had when he/she was laid off. The usual employment procedures will be followed in determining fitness for recall.

Paragraph 6: If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within ten (10) days to a recall notice sent to the latest address which the teacher has furnished to the Human Resources Division, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

Paragraph 7: Any teacher 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 teacher shall be subject to all changes in employment conditions which have been made in the interim.

Paragraph 8: Any teacher who has been so laid off may apply for assignment as a substitute teacher.

Paragraph 9: No layoff covered under this Article shall be considered a termination or nonrenewal under K.S.A. 72-2252 through 72-2262 or K.S.A. 72-2251. However, application of this Article shall be subject to the grievance procedure.

ARTICLE XIX: GRIEVANCE PROCEDURE

Section A: Purpose and Definitions

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

Paragraph 2: Grievance: any alleged violation or misapplication of this agreement or Board Policy 5112 including Administrative Implemental Procedures.

Paragraph 3: Grievant: a teacher who has filed a grievance or, in the case of a group grievance, the UTW.

Section B: Time Limitations

Paragraph 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.

Paragraph 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.

Section C: Informal Level

Paragraph 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.

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

Section D: Level One

Paragraph 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 UTW President or designee and the Superintendent or designee.

Paragraph 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 UTW President or designee and the Superintendent or designee.

Paragraph 3:

(a) UTW, as an alternative to the informal level and to a teacher(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 UTW 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 UTW that the Board does not tolerate retaliation by supervisors against persons who file grievances and UTW 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, UTW shall file a written statement that sets out the alleged violation or misapplication of this Agreement or Board Policy 5112 including Administrative Implemental Procedures. If the matter is not informally resolved between the Superintendent and UTW 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 UTW President and the Superintendent to decide whether there was a violation or misapplication of this agreement or Board Policy 5112, including Administrative Implemental Procedures. The decision of the panel shall be final.

Section E: Level Two

Paragraph 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 UTW President or designee and the Superintendent or designee.

Paragraph 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 UTW and all parties of interest in an effort to resolve the grievance.

Paragraph 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 UTW President or designee and the Superintendent or designee.

Section F: Level Three

Paragraph 1: Within twenty (20) days after receiving the decision at Level Two, the grievant may appeal the decision of the Superintendent or designee to arbitra-

tion. The grievant shall forward copies of the request for arbitration to the grievant's representative, if any, the UTW President or designee and the Superintendent or designee.

Paragraph 2: Arbitrations will be heard by a three (3) member panel. Within ten (10) days after the receipt of the request for arbitration, the Superintendent or designee and the UTW president or designee shall each appoint an arbitration panelist. Within twenty (20) days after the two appointments, the two appointed panelists shall agree on a third panelist. If the two appointed panelists are unable to agree upon and obtain an agreement from a third party to serve on the panel, then the Sedgwick County Administrative Judge will be contacted and asked to appoint the third panelist. The panel shall be notified by a joint letter from the grievant and the district, requesting that a time and place be set for the hearing subject to the availability of the parties, and the letter shall specify by stipulation the issue to be determined by the arbitration panel. In the event that the parties are unable to agree on the issue by stipulation after a good faith effort, the letter shall state the proposed issue of each party.

Paragraph 3: The arbitration panel shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of this agreement. They shall consider and decide only the stipulated issue presented to them in writing by the district and the grievant, and their decision and award shall be based solely on their interpretation of the application of the terms of the agreement to the issue stipulated. If the parties were unable to stipulate the issue, the panel shall first determine the issue to be decided as presented by one party or the other without alteration. If the matter presented to the panel does not involve interpretation of the terms or provisions of this agreement, the panel shall so rule in their award and shall make no other decision on the issue. The panel 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 panel shall be final and binding upon the Board, the UTW, and the grievant involved.

Paragraph 4: The arbitration panel so selected shall fix the time and place for the arbitration and notify the parties thereof. In any disciplinary grievance, the panel shall have no authority to alter or amend any discipline imposed by the district if the panel finds either that the district's actions did not violate the agreement, or that there was just cause for the action.

Paragraph 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 UTW 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.

Paragraph 6: No decision of the arbitration panel 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 UTW and the district mutually agree otherwise in writing.

Paragraph 7: The fees and expenses of the arbitration panel shall be borne by the party which appointed the panelist. The expenses of the third member of the panel are to be paid jointly by the district and UTW. Each party shall be responsible for its own arbitration 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.

Section G: Rights of Representation

Paragraph 1: At any level of the grievance procedure, at the grievant's option the grievant shall be represented by the UTW, himself/herself, legal counsel or another person selected by the grievant. Provided, however, if an attorney is going to be present at a Level Two hearing for either the administration or UTW, the other side will be notified at least three (3) days prior to the hearing.

Paragraph 2: If a grievant is not represented by the UTW, the UTW shall have the right to be present and to state its views of all levels of the grievance procedure.

Section H: General Provisions

Paragraph 1: If a grievance affects a group or a class of teachers, and at least one affected teacher so desires, the UTW may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Two.

Paragraph 2: If a grievance arises because of an act of commission or omission on the part of a member of the administration at a level above the grievant's immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the processing of such grievance will commence at Level Two.

Paragraph 3: Forms for filing and appealing grievances will be prepared and distributed jointly by the Superintendent and the UTW. The costs of preparing such forms shall be borne by the Board.

Paragraph 4: A grievance must be filed on an official form. In filing a grievance, the grievant shall make every reasonable effort to state specifically what was done, who did it, when it was done, the language which was violated, how it was violated, and the remedy requested. If the form is not completed in accordance with this paragraph, the grievance may be returned to the grievant for completion together with a notice regarding the incomplete parts. If the form is then completed and filed within five (5) days, the grievance shall be considered to be no less timely than it was when previously submitted. For purposes of processing the grievance, the filing date shall be the date the completed form is filed.

Paragraph 5: The confidentiality of the proceedings will be respected by all parties to the degree that it is consistent with the procedure described. The grievant's right to continued processing of a grievance filed by him/her shall be conditioned upon there being no deliberate violation of this confidentiality by him/her. The publicizing of the general issues involved in a grievance which does not permit identification of the participants shall not be construed as a breach of this confidentiality.

Paragraph 6: Nothing contained herein is to be construed as limiting the right of a teacher having a grievance or an involved administrator to discuss the matter informally with any appropriate person in an effort to have the matter adjusted in a mutually satisfactory manner, provided that such adjustment is not inconsistent

with the terms of this agreement.

Paragraph 7: A decision at any level of the procedure in favor of the grievant may recommend appropriate restitution or other remedy for the period during which the grievance was suffered but no restitution or remedy shall be retroactive beyond the date that the grievance was filed.

Paragraph 8: Any decision rendered at any level of the procedure which is contrary to this agreement or law shall be null and void.

Paragraph 9: If any teacher is required to attend a meeting or hearing called by the Board or the central administrative staff, the teacher's immediate supervisor shall be notified that the teacher is to be released without loss of pay for such time as attendance is required for the meeting or hearing.

Paragraph 10: Grievances, grievance appeals, grievance communications and grievance findings will not be filed in the personnel file of any teacher. If such a grievance file is maintained, it shall be open for inspection by the grievant upon request.

Paragraph 11: Every effort shall be made by all parties to avoid the involvement of pupils in any phase of the grievance procedure.

Paragraph 12: No teacher shall be subject to reprisal or discrimination by reason of participation or non-participation in the grievance procedure.

Paragraph 13: If a teacher 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.

Paragraph 14: With the consent of the grievants involved and the Superintendent or designee, similar grievances may be consolidated and processed together as a single grievance. Such consolidation shall not be construed as preventing any grievant from appealing a decision to the next level. Once consolidated, a grievance may be separated only with the consent of the Superintendent or designee. However, consolidated grievances shall not be presented to arbitration without the mutual consent of the parties involved.

ARTICLE XX: PRINTING AND DISTRIBUTION

The Board shall provide an electronic copy of this agreement to UTW. The Board shall also make available an electronic copy of this agreement on the District's website.

APPENDIX A

WICHITA PUBLIC SCHOOLS

~~2021-~~2022-2023 CALENDAR

JULY 2022				
M	T	W	T	F
				(1)
(4)	5	6	7	(8)
11	12	13	14	(15)
18	19	20	21	22
25	26	27	28	29

AUGUST 2022				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER 2022				
M	T	W	T	F
			1	2
(5)	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER 2022				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	(11)
14	15	16	17	18
21	22	23	(24)	(25)
28	29	30		

DECEMBER 2022				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	(23)
(26)	(27)	(28)	(29)	(30)

JANUARY 2023				
M	T	W	T	F
(2)	3	4	5	6
9	10	11	12	13
(16)	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY 2023				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
(20)	21	22	23	24
27	28			

MARCH 2023				
M	T	W	T	F
		1	2	3
6	7	8	9	10
(13)	(14)	(15)	(16)	(17)
20	21	22	23	24
27	28	29	30	31

APRIL 2023				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY 2023				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	*26
(29)	*30	*31		

JUNE 2023				
M	T	W	T	F
			1	2
5	6	7	8	(9)
12	13	14	15	(16)
19	20	21	22	(23)
26	27	28	29	(30)

JULY 2023				
M	T	W	T	F
3	(4)	5	6	(7)
10	11	12	13	(14)
17	18	19	20	(21)
24	25	26	27	28
31				

CALENDAR LEGEND

- School not in session
- Administrative Offices closed - No School
- District Inservice Days - No School
- Conference Release Days - No School
- New Teacher Orientation - No School
- Nonteaching Duty Day - No School

APPENDIX A
WICHITA PUBLIC SCHOOLS
~~2021-~~2022-2023 CALENDAR

MONTH	DATE
JULY	Enrollment 25-27
AUGUST	Orientation for new teachers 1-2
	District Inservice (all teachers) 3-12
	Orientation for 6th & 9th grade students 12
	First day of school 15
SEPTEMBER	Labor Day Holiday 5
	District Inservice 6
	Official Enrollment Count 20
OCTOBER	Nonteaching Duty Day 14
	End of First Grading Period 14
NOVEMBER	Veterans Day Holiday 11
	Conference Release Day 23
	Fall Recess 24-25
DECEMBER	Nonteaching Duty Day 16
	End of Semester 16
	Student Winter Recess ..... Dec 16-Jan 3
	Winter Recess ..... Dec 23-Jan 2
JANUARY	District Inservice Day 3
	Students return 4
	Martin Luther King, Jr. Day Observed 16
FEBRUARY	District Inservice Day 17
	Presidents Day Holiday 20
MARCH	Nonteaching Duty Day 10
	End of Third Grading Period 10
	Spring Recess 13-17
APRIL	Conference Release Day 7
	District Inservice Day 10
MAY	Last Day of School 24
	Elementary Progress Reports issued 24
	Nonteaching Duty Day 25
	Memorial Day Holiday 29
	*Possible make-up days due to inclement weather ..... May 26, May 30-31
JUNE	See Summer Hours
JULY	Independence Day Holiday 4

This calendar may be changed at the discretion of the Board of Education and/or the Administration.

GRADING PERIODS

August 15 - October 13
(42 contact days)

October 17 - December 15
(40 contact days)

January 4 - March 9
(44 contact days)

March 20 - May 24
(46 contact days)

SUMMER HOURS

7:00 a.m. - 5:30 p.m.
Monday - Thursday
(June 6, 2022 - July 15, 2022)

7:00 a.m. - 5:30 p.m.
Monday - Thursday
(June 5, 2023 - July 21, 2023)

APPENDIX B

MOU Team Agreements –
Teacher Performance Management
(~~2021-~~2022-2023)

Self-Evaluation & Growth Plans -
The Marzano Focused Teacher Evaluation Model will be required for all teachers during the ~~2021-~~2022-2023 school year, with the goal of all professionals being rated as "Effective". Each teacher will specify 1 goal based on the Marzano Focused Teacher Evaluation Model. Training on completing a Growth Plan will be provided for teachers. The Self-Evaluation and Growth Plan will be completed by October 1, ~~2021~~2022.

Evaluations -
The Marzano Focused Teacher Evaluation Model will be used to evaluate teachers for the ~~2021-~~2022-2023 school year. The number of observations needed (minimum) for an evaluation are as follows:

Teachers Category	Formal Observations	Walk-throughs
Category A1 **Category A2**	1 by 60th day of both the 1st **AND** 2nd semesters, as documented by the MIDPOINT* review during the 1st semester and the FINAL* review in the 2nd semester	Three (3) Marzano evaluative walk -throughs
Category A w/PC *PC = Peer Consultant*	1 by 60th day of both the 1st **AND** 2nd semesters as documented by the MIDPOINT* review during the 1st semester and the FINAL* review in the 2nd semester	Three (3) Marzano evaluative walk -throughs
Category B	1 no later than February 15	See paragraph K.
Category B-POA	1 no later than February 15	See paragraph K.
Category C **4th year teachers**	1 no later than February 15	See paragraph K.
Category D **5+ years' experience** **D1 (1st 1/3)** **D2 (2nd 1/3)** **D3 (3rd 1/3)**	1 every third year, no later than February 15	See paragraph K.

* A MIDPOINT and FINAL review are further defined in the Definitions section of this MOU

~~**Best Practice: Walkthroughs should be spread out equitably between semesters whenever possible.*~~

~~*Please note that all requirements are intended to be minimums. Administrators can observe for longer periods of time or more often as appropriate. Administrators should make sure that observations occur at different times of the day/period in an effort to see all portions of a lesson. Walkthroughs should be done by multiple certified evaluators when building has multiple certified evaluators.*~~

Scoring and Evaluation Process: The district will use the Marzano Focused Evaluation Model for Teachers and the model will ~~use~~ reflect one of the following ~~scoring model with~~ four (4) evaluation ratings: 1) Highly Effective; 2) Effective; 3) Developing; and 4) Unsatisfactory. In addition, the following process will apply:

A. ~~Eleven (11)~~ Any one or combination of the following ten (10) elements out of the 23 total elements will be scored during an evaluation cycle. For the ~~2021-~~ 2022-2023 school year, the ~~11 required~~ 10 evaluation elements will be:

DOMAIN 1: Standards-Based Planning (15%)

1. Element 1: Planning Standards Based Lessons/Units

DOMAIN 2: Standards-Based Instruction (45%)

2. Element 4: Identifying Critical Content from the Standards
3. Element 7: Using Questions to Help Students Elaborate on Content
4. Element 9: Helping Students Practice Skills, Strategies and Processes

DOMAIN 3: Conditions for Learning (40%)

5. Element 14: Using Formative Assessment to Track Progress
6. Element 15: Providing Feedback and Celebrating Progress
7. Element 16: Organizing Students to Interact with Content
8. Element 18: Using Engagement Strategies
9. Element 19: Establishing and Maintaining Effective Relationships in a Student-Centered Classroom
10. Element 20: Communicating High Expectations for Each Student to Close the Achievement Gap

~~(1) Planning Standards Based Lessons; (2) Identifying Critical Content from the Standards; (3) Helping Students Engage in Cognitively Complex Tasks; (4) Using Questions to help students elaborate on content; (5) Helping Students Revise Knowledge; (6) Providing Feedback and Celebrating Progress; (7) Establishing and Acknowledging Adherence to Rules and Procedures; (8) Using Engagement Strategies; (9) Communicating High Expectations for each student to close the Achievement Gap; (10) Establishing and Maintaining Effective Relationships in a Student Centered Classroom; (11) Adhering to School and District Policies and Procedures.~~

B. The scores for each element will be based on the highest rating for the ~~2021-~~ 2022-2023 school year.~~*~~

~~C. The Evaluation Work Group will continue to study scoring models that best~~

~~reflect the overall yearly picture of a teacher's performance and make recommendations for scoring.~~

C. Administrators must justify their ratings with objective evidence on an element rated at **Not Using** or **Innovating**.

D. The scores for each domain will be averaged for a final score based upon the weightings for the domains listed in Section [A] above.

E. Domains 1-~~4~~3 will comprise 100% of the scoring for the ~~2021~~ 2022-2023 school year ~~and growth plans will comprise 10% of the scoring beginning in the 2022-2023 school year~~.

F. If an observation requires a completion date by the 60th day of 1st semester, a MIDPOINT review must be completed at the post-conference or by the 60th day of the 1st semester.

G. If an observation requires a completion date by the 60th day of 2nd semester, a FINAL review must be completed at the post-conference or by the 60th day of 2nd semester.

H. If an observation requires a completion date by February 15, a FINAL review must be completed at the post-conference or by February 15.

I. ~~When~~ If the state sets the student growth percentages, these numbers would be adapted with most of the student growth percentage coming from the Instructional Practice portion of the evaluation.

J. ~~*~~Once a teacher is rated at the applying or innovative level, nothing in this MOU shall preclude a principal from addressing performance concerns on any element. If a teacher does not maintain a consistent level of performance on an element, a principal may start an assistive process, provided the steps in Article XV of the Teacher Agreement are followed.

K. Principals will continue to perform Marzano or non-Marzano walk-throughs that may or may not be calculated in the evaluation process and provide feedback as appropriate. However, if the teacher is in Category A1 or A2, or is not meeting the Applying or Innovating standards, then the teacher must be afforded the opportunity to show growth through up to three (3) additional Marzano evaluative walk-throughs. Walk-throughs are unannounced quick observations of at least five (5) minutes in length. A lesson plan would not be required ahead of time and a post-observation conference would not be required. The Category D teachers will still be evaluated every third year.

~~**Domain Weightings:**~~
~~**Domain 1—Standards Based Planning—13%**~~
~~**Domain 2—Instructional Practice—44%**~~
~~**Domain 3—Conditions for Learning—30%**~~
~~**Domain 4—Professionalism—13%**~~

~~**Roll Out Cycle**~~

~~The agreement about the rollout for evaluations (timeline to implement) would be done in a 4-year window as shown below (subject to change based on training needs)~~

~~**2019 – 2020 and beyond** – All Category A, Category B, Category C, plus the D rotating 1/3 of teachers with 5+ years of experience so that each experienced teacher is evaluated every 3 years as per state statute.~~

- ~~*Instructional support staff will fall into this cycle once they are trained on the support staff model.*~~
- ~~*Any new state mandate would cause this timeline to be reevaluated in order to meet the state requirements.*~~

Definitions—

Beginning of Year Overview - A face-to-face meeting conducted with all staff in their evaluation year. Administration will provide an overview of the year-long teacher evaluation process to include the ~~eleven (11)~~ten (10) elements being scored and the expected process for classroom observations. This meeting may be conducted in a large group setting.

Formal Observation - An announced observation that is at least 30 minutes in length. Teacher would be required to submit the lesson plan in a format outlined in negotiated agreement ~~and may utilize the optional teacher tool created in Teacher's Resource OneNote,~~ which aligns with the Marzano model, at least 24 hours in advance. A mandatory pre-conference will be held at least 24 hours in advance. A post-observation conference is also mandatory and should be held within 5 school days of the observation.

Pre-Conference: A pre-conference will be held at least 24 hours in advance of the formal observation. The pre-conference should be face-to-face and should include a conversation about the lesson plan provided and/or the expected lesson to be delivered.

Post-Conference: A mandatory post-conference ~~is mandatory and should~~ will be held within 5 days after a formal and informal observation, but can be extended due to extenuating circumstances. The post-conference should be face to face with the teacher and administrator. The meeting should include reflection on the lesson delivered, feedback and an opportunity to address questions or concerns. The post-conference feedback can be done using the post-observation form, as a resource to review. It is not required to be completed before the conference.

~~**Informal Observation -** An observation that can be announced or unannounced but is at least 15 minutes in length. Teacher is not required to submit a lesson plan ahead of time. A post-observation conference is mandatory and should be held within 5 school days of the observation.~~

~~**Walkthrough Observations:** An unannounced quick observation of at least 5 minutes in length. A Walkthrough should be targeted to observe elements that have not been scored or the teacher has not yet received an applying or innovating rating on an element. A lesson plan would not be required ahead of time and a post-observation conference would not be required.~~

Midpoint— The midpoint can be found in the evaluation tab on iObservation. The midpoint will be conducted and acknowledged no later than the 60th day

of 1st semester. The observer will review the midpoint data with the educator and will acknowledge the mid-term conferences were conducted by the 60th day of 1st semester. This conference can be completed at the same time as the post-conference or completed at an additional conference no later than the 60th day of 1st semester.

Final—The final can be found in the evaluation tab on iObservation. The final evaluation will be conducted and acknowledged no later than the 60th day of 2nd semester. The final evaluation reveals the final rating for the school year. The observer will review the final evaluation data with the educator and will acknowledge the final conferences were conducted by the 60th day of 2nd semester. This conference can be completed at the same time as the post-conference or completed at an additional conference no later than the 60th day of 2nd semester.

~~**Targeted Observations:** Announced observations at least 10 minutes in length that focus on a specific indicator or strategy with written feedback. The teacher or administrator can request a post-observation conference.~~
~~**Pre-Conference:** A pre-conference will be held at least 24 hours in advance of the formal observation. The pre-conference should be face-to-face and should include a conversation about the lesson plan provided and/or the expected lesson to be delivered.~~
~~**Post-Conference:** A post-conference is mandatory and should be held within 5 days after a formal and informal observation, but can be extended due to extenuating circumstances. The post-conference should be face to face with the teacher and administrator. The meeting should include reflection on the lesson delivered, feedback and an opportunity to address questions or concerns. The post-conference feedback can be done using the post-observation form, as a resource to review. It is not required to be completed before the conference.~~

~~**Informal** **Appeal Process—:**~~ If a teacher disagrees with a rating on an element or an overall score, the teacher must first visit with the administrator giving the rating or final score and supply evidence for reconsideration. If this does not resolve the concern, the teacher may appeal to the 3 teachers and 3 administrators on the Work Group (no UTW officers or employees or HR staff) and this group will make a non-binding recommendation on how to resolve the matter to the Chief Human Resources Officer. The teacher may have representation. The Work Group will interview both the teacher and the observer(s) rating the teacher.

Category A Teachers – Probationary teachers in their 1st or 2nd year of teaching. Would include college to classroom teacher, transition to teaching teachers, and alternative certified teachers.

Category B Teachers – Probationary teachers in their final year of probation (i.e., a college to classroom teacher's 3rd year).

Category B-POA Teachers – Non-probationary teachers on a Plan of Assistance. Staff placed in this category would be in this category for 2 years and have successfully completed their POA or any Assistive Process associated with this POA prior to moving back into Category C.

Category C Teachers – Non-Probationary Teachers in years 4+. Evaluation would only include observations and data collected during their official evaluation year.

Category D Teachers – D1- 1/3 of Non-probationary teachers with 5+ years' experience; D2- 1/3 of Non-probationary teachers with 5+ years' experience; D3- 1/3 of Non-probationary teachers with 5+ years' experience.

Training Plan –

- Continued development in conjunction with District Leadership, Human Resources, the ~~Evaluation~~Marzano Work Group and Learning Services would continue to be done for program consistency, application and understanding.
- As established through the joint efforts of UTW and USD 259 representatives during Marzano Non-Classroom Work Group meetings, a pilot program of the non-classroom evaluation process will be conducted at select schools during the ~~2021-~~2022-2023 school year. This will be the second school year to pilot and study this process before implementation expected in the 2023-2024 school year.

AGREEMENT

Between

The Board of Education

of USD 259

Sedgwick County, Kansas

(Wichita Public Schools)

And

United Teachers of Wichita

August 1, ~~2021~~2022 – July 31, ~~2022~~2023

/s/ Stan Reeser

Stan Reeser

President, Board of Education

Date: _____

/s/ Brent Lewis

Brent Lewis

President, United Teachers of Wichita

Date: _____

AGREEMENT

Between

The Board of Education

of

USD 259

Wichita, Kansas

and

The Service Employees International Union

Local No. 513

July 1, 202~~1~~2– June 30, 202~~2~~3

WICHITA BOARD OF EDUCATION
202~~1~~2-202~~2~~3
Sheril Logan ~~Mia Turner~~Kathy Bond
Julie Hedrick ~~Ben Blankley~~Diane Albert
Stan Reeser ~~Ron Rosales~~Hazel Stabler
Ernestine Krehbiel

SUPERINTENDENT OF SCHOOLS
Dr. Alicia Thompson

NEGOTIATION TEAM

Daniel Lawrence, General Counsel
Legal Services
Sean Hudspeth, Chief Negotiator
Chief Human Resources Officer
Terri Moses
Division Director, Safety Services
David Paul
Director, Nutrition Services
Sharon Rye
Director, Employee Relations & Title IX
Luke Newman
Division Director, Plant Facilities
Fabian Armendariz
Division Director, Operations
Diana Price
Human Resources Information Systems Manager
Ernie Sweat
Director, Employee Relations & Training
Jenna Ginest
Manager, Recruitment & Staffing
Eric Hofer-Holdeman
Principal, Northwest High School
Victoria Manning
Principal, Truesdell Middle School
Shawn Springer
Principal, Colvin Elementary School

Formatted: Font: Bold

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 513, SEIU, USD 259 UNIT OFFICERS

***Esau Freeman, Chief Negotiator**

CLERICAL
*Rinann Speaker, Chairperson
*Debbie Ollek, Vice-Chairperson

CUSTODIAL
*~~Tony Pruett~~Lee Moore, Chairperson
*~~Lee Moore~~Willie Saiz, Vice Chairperson

NUTRITION SERVICES
*Robyn Bailey, Chairperson
* Andrae Carter, Vice Chairperson

PARAEDUCATORS
*Dina Williams, Chairperson
*Wendy Ratliff, Vice Chairperson

SCHOOL SERVICE CENTER
*John Rodriguez, Chairperson
*Chad Blanchet, Vice Chairperson

***Negotiating Committee**

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 513, SEIU,
EXECUTIVE BOARD MEMBERS
202~~1~~2-202~~2~~3

OFFICERS

*Kimberly Brewer, President
Janet Jones, 1st Eastern Vice President
*~~Tony Pruett~~Wendy Ratliff, 2nd Eastern Vice President
Gregg DeGarmo, Western Vice President
James Black, Secretary/Treasurer
Kimberly Stewart, Recording Secretary
*~~Debbie Ollek~~Willie Siaz, Sergeant-At-Arms

Willie Saiz, *Wendy Ratliff, *Dina Williams
*Chad Blanchet, Elisha Snell, *John Rodriguez,~~Kristi Jones,~~ David Fields
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. 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

TABLE OF CONTENTS

		Page
Preamble	.....	1
Article I:	Recognition.....	2
Article II:	Closure Clause.....	2
Article III:	Management's Rights.....	2
Article IV:	Savings Clause.....	3
Article V:	Employee Rights	3
Article VI:	Payroll Deductions	3
Article VII:	Hours of Work.....	4
Article VIII:	Compensation.....	6
Article IX:	Overtime and Holiday Pay ..	13
Article X:	Holidays.....	15
Article XI:	Vacations	17
Article XII:	Employment Benefits	19
Article XIII:	Temporary Leave.....	28
Article XIV:	Extended Leave.....	31
Article XV:	Leave of Absence for Student Teaching	3~~1~~2
Article XVI:	Plan of Assistance	34
Article XVII:	No Strike-Lockout Clause ...	34
Article XVIII:	Classified Furlough and Reduction in Force	34
Article XIX	Grievance Procedure	37
Article XX:	Classified Professional Dress Philosophy	40
Article XXI:	Classified Attendance Standards	42
APPENDIX A:	Classified Personnel Salary Schedule	44
Index …….....		49

Formatted: Tab stops: 0.88", Left,Leader: ... + Not at 0.5" + 0.75"

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~~1~~2, and ending June 30, 202~~2~~3 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~~2~~3.

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~~these ~~any~~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,~~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~~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 ~~needs of~~needs ~~respective~~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~~is to 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 Driver's License/Class B	$20/mo.
Commercial Driver's 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, 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~~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 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~~ 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~~1~~2-202~~2~~3 will be paid by November 30, 202~~1~~2. (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, 2023~~2~~, will not advance to receive a longevity payment for the 202~~2~~3-2023~~4~~ 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 at the next available opportunity, 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 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 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 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 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 clothing allowance of $150.00 to purchase designated shirts, pants, and sweatshirts.

~~Nutrition services personnel who are required to wear uniforms will receive a uniform allowance of $36 per scheduled hour to purchase designated shirts, pants, sweatshirts, and/or jackets for the 2021-22 school year only. 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 on, or near September 1, 2021. Uniform allowance must be spent no later than May 1, 2022.~~

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~~1~~2-202~~2~~3 contract year only, in order to be paid for Career Ladder Advancement, all eligible employees must submit documentation to Human Resources by September 1, 202~~1~~2. Eligible employees will not be entitled to retroactive compensation for years prior to 202~~1~~2. Notwithstanding anything to the contrary herein for classified employees, there will

be no advancement on career ladders (including Paraeducators) for the 202~~2~~3-202~~3~~4 school year and thereafter.

Increases in compensation will be considered for certificates or licenses awarded for the 202~~1~~2-202~~2~~3 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. 202~~1~~2-202~~2~~3 Lump Sum Bonuses

A 2.75% 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~~12/2/2022 ~~who also worked for the District during the 2020-21 school year in a position covered under this agreement.~~including employees on Short-Term Disability and FMLA. This one-time, lump sum~~The~~ bonus will be calculated on wages paid between ~~July 17, 2020~~December 17,2021 and December 2, 2022 ~~and July 2, 2021~~ (up to 26 paychecks) and will exclude longevity and any other bonus earnings. ~~If agreement is ratified and approved by the BOE on 7/26/21, t~~The bonus shall be paid by ~~8/31~~12/16/2~~1~~2. ~~New hires for the 2021-22 school year will not be eligible for this bonus.~~ Any employee on LOA for the entire ~~2020-21~~earning period ~~school year~~ is not eligible for this bonus.

A second 2.5% 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~~5/26/2023, 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~~May 20, 2022 and ~~June 17, 2022~~May 5, 2023 (up to 26 paychecks) and will exclude longevity and any other bonus earnings. This bonus shall be paid on ~~6/17/22~~5/26/2023. Any employee on LOA for the entire ~~2021-22 school year~~earning period 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 (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 (~~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 2022~~1~~-2023~~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 2021~~1~~-2023~~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 2021~~1~~-2023~~2~~, these days are as follows:

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~~1~~2-202~~2~~3, 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~~1~~2-202~~2~~3, 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 days once earned, except, new employees shall not ~~be eligible~~be eligible to use accrued ~~vacation days~~vacation days ~~until they~~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 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. 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 (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.~~

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

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

~~2.~~ New employees and their covered spouses will automatically get the wellness premium discount for the remainder of the current plan year. New employees hired after 4/1 of the current plan year and their covered spouses will automatically get the wellness premium discount for the remainder of the current plan year and the following plan year.

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

Formatted: Font: 12 pt

Formatted: Centered, Indent: Left: 0.5", Add space between paragraphs of the same style, No bullets or numbering, Tab stops: Not at 0.25" + 0.75"

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**
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 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 their grievance and additionally waive any other individual right or rights they may have against any officer, manager, supervisor, or employee of USD 259 arising out of 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 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 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 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 payment for days they have 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 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 ~~less than~~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 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. Parental Leave
Parental leave up to a maximum of five (5) days per contract year shall be provided for the non-delivering parent to attend the birth of their child.

6. Adoptive Leave
Adoptive leave up to a maximum of 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 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 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 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.

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 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 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 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 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 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 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 sweatpants
   - Sleepwear

E. Inappropriate Professional Attire:
   - 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
   - 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:
In order to maintain professionalism, recommended dress includes tops, buttoned and/or collared shirts, blouses, collared shirts, sweaters, and jackets. Sleeveless clothing must cover undergarments. Suits, dresses, skirts and dress shorts are to be no shorter than three inches above the knee, Pants 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. Appropriate footwear 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.

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, however, the parties recognize that this awareness letter may not be issued 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

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

WICHITA PUBLIC SCHOOLS													
A-J SALARY SCHEDULE 1.1%													
2022-2023													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
A	13.98	14.16	14.38	14.61	14.87	15.12	15.40	15.70	16.01	16.34	16.68	17.06	17.43
B	14.35	14.56	14.79	15.06	15.32	15.63	15.92	16.26	16.60	16.95	17.32	17.71	18.09
C	14.75	14.98	15.24	15.52	15.81	16.10	16.44	16.78	17.14	17.51	17.91	18.31	18.76
D	15.17	15.44	15.70	16.00	16.31	16.63	16.97	17.32	17.71	18.09	18.51	18.93	19.39
E	15.64	15.91	16.24	16.55	16.89	17.26	17.63	18.03	18.43	18.87	19.31	19.78	20.24
F	16.10	16.43	16.74	17.09	17.45	17.83	18.22	18.63	19.05	19.50	19.96	20.44	20.95
G	16.64	16.97	17.31	17.66	18.05	18.43	18.85	19.28	19.73	20.19	20.66	21.16	21.67
H	17.18	17.52	17.91	18.30	18.71	19.14	19.59	20.04	20.53	21.03	21.54	22.06	22.61
I	17.76	18.13	18.53	18.93	19.38	19.81	20.27	20.75	21.24	21.77	22.29	22.83	23.40
J	18.37	18.77	19.19	19.62	20.07	20.53	21.01	21.50	22.01	22.55	23.09	23.66	24.25
JA	19.01	19.44	19.87	20.35	20.81	21.32	21.83	22.35	22.91	23.48	24.06	24.65	25.27
JB	19.65	20.13	20.58	21.06	21.55	22.06	22.60	23.14	23.71	24.30	24.90	25.50	26.13
JC	20.36	20.83	21.33	21.84	22.35	22.89	23.43	24.00	24.57	25.18	25.79	26.44	27.07

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~~1~~2 – June 30, 202~~2~~3

/s/ Rinann Speaker
Union Local 513

/s/ Debbie Ollek
Union Local 513

/s/ ~~Tony Pruett~~Lee Moore
Union Local 513

/s/ ~~Lee Moore~~Willie Siaz
Union Local 513

/s/ Robyn Bailey
Union Local 513

/s/ Andrae Carter
Union Local 513

/s/ Dina Williams
Union Local 513

/s/ Wendy Ratliff
Union Local 513

/s/ John Rodriguez
Union Local 513

/s/ Chad Blanchet
Union Local 513

/s/ Stan Reeser
Board of Education

~~July 26, 2021~~May 23, 2022
Date

INDEX

B
Breaks/Rest Periods 5
C
Career Ladder.....8, 12
Catastrophic Plan 27
Certificate of Proficiency
Custodial Bldg Maintenance Plan 11
CPG
Clerical Professional Growth.....8
CBI
Community Based Instruction 12
Court/Jury Duty 31
D
Differential Pay.....9
E
Extended Leave.....31
G
Grievances.....37
H
Harassment/Bullying.....1, 3
Medical & Dental Plan.....19
Cash Option 23
L
Leave of Absence, Student Teaching.....3~~1~~2
Longevity 10, 11, 27
N
Nondiscrimination.....1, 2, 3, 40
P
Pay for Certificates 6
Personal Business.....2~~9~~8
R
Reduction in Force.....10, 34
Reprisal/Discrimination 40
S
Salary Schedule.....44
School Nutrition Assoc. PDP.....8
Severance Pay 18, 23
Computation 23
Shift Differential 9

Short Term Disability 24
T
Tax Sheltered Annuity 4
Temporary Leave 28
V
Vacation .....17~~, 18~~
Voluntary Early Retirement.....26
W
Workers Compensation.....25

Formatted: Left

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, 202~~1~~2 – June 30, 202~~2~~3

WICHITA BOARD OF EDUCATION
202~~1~~2-202~~2~~3
Sheril Logan ~~Mia Turner~~Kathy Bond
Julie Hedrick ~~Ben Blankley~~Diane Albert
Stan Reeser ~~Ron Rosales~~Hazel Stabler
Ernestine Krehbiel

SUPERINTENDENT OF SCHOOLS
Dr. Alicia Thompson

NEGOTIATION TEAM

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~~Tim McCarty, Sergeant-At-Arms

***Negotiating Committee**

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 513, SEIU,
EXECUTIVE BOARD MEMBERS
2021-2022

OFFICERS

Kimberly Brewer, President
Janet Jones, 1st Eastern Vice President
~~Tony Pruett~~Wendy Ratliff, 2nd Eastern Vice President
Gregg DeGarmo, Western Vice President
James Black, Secretary/Treasurer
Kimberly Stewart, Recording Secretary
~~Debbie Ollek~~Willie Siaz, Sergeant-At-Arms

Willie Siaz, Wendy Ratliff, Dina Williams
Chad Blanchet, ~~Kristi Jones~~Elisha Snell, John Rodriguez, David Fields
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. 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

Table of Contents
Safety Services Agreement

		Page
	Introduction	1
Article I:	Recognition	1
Article II:	Management's Rights	1
Article III:	Savings Clause	2
Article IV:	Waiver Clause	2
Article V:	Employee Rights	2
Article VI:	Payroll Deductions	~~3~~2
Article VII:	Hours of Work	3
Article VIII:	Compensation	4
Article IX:	Overtime and Holiday Pay	7
Article X:	Holidays	~~9~~8
Article XI:	Vacations	9
Article XII:	Employment Benefits	1~~0~~1
Article XIII:	Temporary Leave	18
Article XIV:	Extended Leave	2~~0~~1
Article XV:	Plan of Assistance	2~~0~~1
Article XVI:	No Strike-Lockout Clause	21~~0~~
Article XVII:	Furlough and Reduction In Force	21
Article XVIII:	Grievance Procedure	2~~4~~3
Article XIX:	Professional Dress Philosophy	2~~8~~7
Article XX:	Classified Attendance Standards	2~~8~~7
APPENDIX A:	Definitions	30~~29~~
APPENDIX B:	Safety Services Career Ladder	3~~0~~1
APPENDIX C:	Classified Personnel Salary Schedule	32~~1~~
	Index	3~~4~~3

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 Agreement apply 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~~1~~2, and ending June 30, 202~~2~~3. 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~~2~~3-202~~3~~4 school year on or before February 1, 202~~2~~3.

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, and 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.

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~~1~~2-202~~2~~3 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~~1~~2-202~~2~~3 school year. Employees

who successfully complete the career ladder process by June 30, 202~~2~~3 will be able to advance on the career ladder for the 202~~1~~2-202~~2~~3 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.

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~~ 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~~1~~2-202~~2~~3 will be paid by November 30, 202~~1~~2. (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~~2~~3, will not advance to receive a longevity payment for the 202~~2~~3-202~~3~~4 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 $550.00. Uniforms may be ordered by employees through the District established ordering process. Payment for uniforms will be made by the District directly to the vendor.

N.
2022-2023 Lump Sum Bonuses

A 2.75% 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 12/2/2022 including employees on Short-Term Disability and FMLA. This one-time, lump sum bonus will be calculated on wages paid between December 17,2021 and December 2, 2022 (up to 26 paychecks) and will exclude longevity and any other bonus earnings. The bonus shall be paid by 12/16/22. Any employee on LOA for the entire earning period is not eligible for this bonus.

A second 2.5% 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 5/26/2023, including employees on Short-Term Disability and/or FMLA. This one-time, lump sum bonus will be

calculated on wages paid between May 20, 2022 and May 5, 2023 (up to 26 paychecks) and will exclude longevity and any other bonus earnings. This bonus shall be paid on 5/26/2023. Any employee on LOA for the entire earning period is not eligible for this bonus.

~~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. New hires for the 2021-22 school year 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 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. ("Worked National Holiday Pay")

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.

~~1.~~2. 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).

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.81", No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.81", No bullets or numbering

For 2022-2023, Christmas Day and New Year's Day fall on a Sunday. Employees who are scheduled to work 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 Sunday Pay and Worked National Holiday Pay; they will not receive any days off at another time. If the employee also works on the board recognized holiday (Christmas recognized holiday – Monday, December 26 or New Year's Holiday – Monday, January 2, the employee will receive regular pay for the day, not holiday pay.

~~For 2021-2022, Christmas Day and New Year's Day fall on a Saturday. Employees who are scheduled to work 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.

3. 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.
~~2.~~

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

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Indent: Left: 0.5", No bullets or numbering

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 202~~1~~2-202~~2~~3, these days are as follows:

Independence Day
Labor Day
Veteran's Day
Fall Recess
Christmas Day – Observed on Monday December 2~~7~~6, 202~~1~~2
New Year's Day – Observed on Monday January ~~3~~2, 202~~2~~3
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 202~~1~~2-202~~2~~3 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.

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. 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 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 the following year. Employees and their spouses who do not earn 100 wellness points will not receive the wellness premium discount in the ~~2022~~ following plan year. 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.

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

a. New employees and their covered spouses will automatically get the wellness premium discount for the remainder of the current plan year. New employees hired after 4/1 of the current plan year and their covered spouses will automatically get the wellness premium discount for the remainder of the current plan year and the following plan year.

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**
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 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 their grievance and additionally waive any other individual right or rights they may have against any officer, manager, supervisor, or employee of USD 259 arising out of 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 workdays. 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 workdays, 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 employee's 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 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 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 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 payment for days they have 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 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. Parental Leave
   Parental leave up to a maximum of five (5) days per contract year shall be provided for the non-delivering parent to attend the birth of their child.

6. Adoptive Leave
   Adoptive leave up to a maximum of 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 workdays 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 workdays 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:	**Requirements:**	**Requirements:**	**Requirements:**	**Requirements:**
High School Diploma	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	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	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	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 ~~2020-2021~~previous 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

WICHITA PUBLIC SCHOOLS													
2022-2023													
A-J SECURITY SALARY SCHEDULE 1.75%													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
AS	13.57	13.75	13.96	14.18	14.44	14.68	14.95	15.25	15.55	15.86	16.19	16.57	16.93
BS	13.93	14.14	14.36	14.62	14.87	15.17	15.46	15.79	16.12	16.46	16.82	17.20	17.57
CS	14.32	14.54	14.80	15.07	15.35	15.64	15.97	16.30	16.64	17.00	17.39	17.78	18.21
DS	14.73	14.99	15.25	15.53	15.83	16.15	16.48	16.82	17.20	17.57	17.97	18.38	18.83
ES	15.19	15.45	15.77	16.07	16.40	16.76	17.12	17.51	17.90	18.32	18.75	19.20	19.65
FS	15.64	15.96	16.25	16.60	16.94	17.32	17.69	18.09	18.50	18.93	19.38	19.85	20.34
GS	16.16	16.48	16.81	17.15	17.53	17.90	18.30	18.72	19.16	19.61	20.06	20.55	21.05
HS	16.69	17.02	17.39	17.76	18.17	18.59	19.02	19.46	19.94	20.42	20.91	21.42	21.96
IS	17.24	17.60	17.99	18.38	18.81	19.23	19.68	20.15	20.63	21.13	21.64	22.17	22.72
JS	17.84	18.23	18.63	19.05	19.49	19.94	20.40	20.88	21.37	21.90	22.42	22.98	23.55
JAS	18.45	18.87	19.29	19.76	20.21	20.70	21.19	21.70	22.24	22.80	23.37	23.94	24.54
JBS	19.08	19.55	19.98	20.45	20.93	21.42	21.94	22.47	23.02	23.59	24.18	24.76	25.37
JCS	19.77	20.22	20.72	21.21	21.70	22.23	22.75	23.31	23.86	24.45	25.04	25.67	26.29

APPENDIX D

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~~1~~2-202~~2~~3 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.

INDEX

A

Appendix A .....30~~29~~

Appendix B .....31~~0~~

Appendix C .....32~~1~~

C

Career Ladder.....4, 6, 30

Catastrophic Plan 17

Court/Jury Duty 20

D

Differential Pay 5

Discrimination.....27~~6~~

E

Extended Leave.....21~~0~~

G

Grievances.....24~~3~~

H

Harassment/Bullying.....2

Health/Dental Plan .....1~~0~~1

L

Longevity 5

P

Personal Business.....19~~8~~

R

Reduction in Force 21

Reduction in Work Schedule 3

Reprisal/Discrimination .....27~~6~~

Rest Periods/Breaks 4

S

Salary Schedule.....32~~1~~

Severance Pay .....14~~3~~

Computation .....14~~3~~

Shift Differential 5

Short Term Disability .....15~~4~~

T

Tax Sheltered Annuity 3

Temporary Leave .....19~~8~~

V
Vacation 9
Voluntary Early Retirement.....17~~6~~
W
Workers Compensation.....15

July 1, 2021– June 30, 2022

/s/ Delana Mock
Union Local 513

/s/ Kim Brewer
Union Local 513

/s/ Ene Akpan
Union Local 513

/s/ ~~DeShonn Larkin~~Tim McCarty
Union Local 513

/s/ Stan Reeser
Board of Education

~~July 26, 2021~~May 23, 2022
Date

Salary Schedule 22-23

WICHITA PUBLIC SCHOOLS													
A-J SALARY SCHEDULE 1.1%													
2022-2023													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
A	13.98	14.16	14.38	14.61	14.87	15.12	15.40	15.70	16.01	16.34	16.68	17.06	17.43
B	14.35	14.56	14.79	15.06	15.32	15.63	15.92	16.26	16.60	16.95	17.32	17.71	18.09
C	14.75	14.98	15.24	15.52	15.81	16.10	16.44	16.78	17.14	17.51	17.91	18.31	18.76
D	15.17	15.44	15.70	16.00	16.31	16.63	16.97	17.32	17.71	18.09	18.51	18.93	19.39
E	15.64	15.91	16.24	16.55	16.89	17.26	17.63	18.03	18.43	18.87	19.31	19.78	20.24
F	16.10	16.43	16.74	17.09	17.45	17.83	18.22	18.63	19.05	19.50	19.96	20.44	20.95
G	16.64	16.97	17.31	17.66	18.05	18.43	18.85	19.28	19.73	20.19	20.66	21.16	21.67
H	17.18	17.52	17.91	18.30	18.71	19.14	19.59	20.04	20.53	21.03	21.54	22.06	22.61
I	17.76	18.13	18.53	18.93	19.38	19.81	20.27	20.75	21.24	21.77	22.29	22.83	23.40
J	18.37	18.77	19.19	19.62	20.07	20.53	21.01	21.50	22.01	22.55	23.09	23.66	24.25
JA	19.01	19.44	19.87	20.35	20.81	21.32	21.83	22.35	22.91	23.48	24.06	24.65	25.27
JB	19.65	20.13	20.58	21.06	21.55	22.06	22.60	23.14	23.71	24.30	24.90	25.50	26.13
JC	20.36	20.83	21.33	21.84	22.35	22.89	23.43	24.00	24.57	25.18	25.79	26.44	27.07

Salary Schedule 22-23

WICHITA PUBLIC SCHOOLS													
2022-2023													
A-J SECURITY SALARY SCHEDULE 1.75%													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
AS	13.57	13.75	13.96	14.18	14.44	14.68	14.95	15.25	15.55	15.86	16.19	16.57	16.93
BS	13.93	14.14	14.36	14.62	14.87	15.17	15.46	15.79	16.12	16.46	16.82	17.20	17.57
CS	14.32	14.54	14.80	15.07	15.35	15.64	15.97	16.30	16.64	17.00	17.39	17.78	18.21
DS	14.73	14.99	15.25	15.53	15.83	16.15	16.48	16.82	17.20	17.57	17.97	18.38	18.83
ES	15.19	15.45	15.77	16.07	16.40	16.76	17.12	17.51	17.90	18.32	18.75	19.20	19.65
FS	15.64	15.96	16.25	16.60	16.94	17.32	17.69	18.09	18.50	18.93	19.38	19.85	20.34
GS	16.16	16.48	16.81	17.15	17.53	17.90	18.30	18.72	19.16	19.61	20.06	20.55	21.05
HS	16.69	17.02	17.39	17.76	18.17	18.59	19.02	19.46	19.94	20.42	20.91	21.42	21.96
IS	17.24	17.60	17.99	18.38	18.81	19.23	19.68	20.15	20.63	21.13	21.64	22.17	22.72
JS	17.84	18.23	18.63	19.05	19.49	19.94	20.40	20.88	21.37	21.90	22.42	22.98	23.55
JAS	18.45	18.87	19.29	19.76	20.21	20.70	21.19	21.70	22.24	22.80	23.37	23.94	24.54
JBS	19.08	19.55	19.98	20.45	20.93	21.42	21.94	22.47	23.02	23.59	24.18	24.76	25.37
JCS	19.77	20.22	20.72	21.21	21.70	22.23	22.75	23.31	23.86	24.45	25.04	25.67	26.29