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, 2023 through July 31, 2025

By and for the Board of Education	By and for UTW
Sheril Logan, President	Katherine Warren, President
Dated	Dated

Tentative Agreement 8/11/2023 *BOE Approval August 28, 2023*

AGREEMENT

Between

Board of Education

Unified School District No. 259

Sedgwick County, State of Kansas

and

United Teachers of Wichita

August 1, ~~2022~~2023 through July 31, ~~2023~~2025

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~~2022~~ 2023-2024

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Unified School District No. 259

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Wichita, KS 67218-3337

TEACHERS EMPLOYMENT AGREEMENT
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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, ~~2022~~2023, and ending July 31, ~~2023~~2025. Article IX, Section F, may be reopened at any time by either party to negotiate the terms of that section if at any time during the 2023-2024 or 2024-2025 school years health fund reserves drop below Eighteen Million Dollars ($18,000,000). Article IX, Section F, may also be reopened if, during either the 2023-2024 or 2024-2025 school years ~~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 over health plan costs during the preceding ~~for the 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 2022-2023 school year.~~ The parties agree that the five percent (5%) increase to the salary schedule for the 2024-2025 school year is contingent upon a decrease in Total Enrollment as measured on September 20, 2023, of less than two percent (2%) as compared to the Total Enrollment for the prior school year. In the event of such a decrease, the Board may reopen Article V. "Total Enrollment" means the total full-time equivalent enrollment number utilized under the State school funding formula for the purpose of calculating the Base Aid for Student Excellence (BASE). Article V may be reopened at any time by either party to negotiate terms of that section if the BASE, by legislative action, is reduced from the rate adjusted by the average percentage increase in the Consumer Price Index for all urban consumers (CPI-U) in the Midwest region during the three immediately preceding school years to a rate that is 4% or less.

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 ~~2022-2023~~2023-2024 and 2024-2025 contract years 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 ~~2022-2023~~2023-2024 and 2024-2025 contract years 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 ~~2022~~ 2023-2024 and 2024-2025 school years 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 extended 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 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 eligi-

ble for a degree track, the teacher must have earned the degree that track specifies. 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 ~~2022~~ -2023-2024 and 2024-2025 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 ~~2022-2023~~2023-2024 and 2024-2025 school year will move one step above the step they were in during the ~~2021-2022~~2022-2023 and 2024-2025 school year, respectively.

(d) **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.

(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.

(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.

(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: (a) ~~2022-2023~~2023-2024 (See next page)

WICHITA PUBLIC SCHOOLS													
2023-2024													
TEACHER SALARY SCHEDULE 4.85%													
										Ed. Sp.	Ed. Sp.+	Ed. Sp.+	
			BA+	BA+	BA+		MA+	MA+	MA+	or MA+	10 or MA+	20 or MA+	
		BA	10 Gr.	20 Gr.	30 Gr.	MA+	10 Gr.	20 Gr.	30 Gr.	40 Gr.	50 Gr.	60 Gr.	Earned
Initial		Degree	Hours	Hours	Hours	Degree	Hours	Hours	Hours	Hours	Hours	Hours	Doctorate
Placement	Step	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track
0	2	47,736	48,388	49,040	49,692	50,712	51,364	52,015	52,667	53,319	53,971	54,623	55,275
1	3	48,883	49,535	50,187	50,839	52,227	52,879	53,531	54,182	54,834	55,486	56,138	56,790
2	4	50,030	50,682	51,334	51,986	53,742	54,394	55,046	55,697	56,349	57,001	57,653	58,305
3	5	51,177	51,829	52,481	53,133	55,257	55,909	56,561	57,213	57,864	58,516	59,168	59,820
4	6	52,324	52,976	53,628	54,280	56,772	57,424	58,076	58,728	59,380	60,031	60,683	61,335
5	7	53,471	54,123	54,775	55,427	58,287	58,939	59,591	60,243	60,895	61,546	62,198	62,850
6	8	54,618	55,270	55,922	56,574	59,802	60,454	61,106	61,758	62,410	63,062	63,713	64,365
7	9	55,765	56,417	57,069	57,721	61,317	61,969	62,621	63,273	63,925	64,577	65,229	65,880
8	10		57,564	58,216	58,868	62,832	63,484	64,136	64,788	65,440	66,092	66,744	67,395
9	11			59,363	60,015	64,347	64,999	65,651	66,303	66,955	67,607	68,259	68,911
10	12				61,162	65,862	66,514	67,166	67,818	68,470	69,122	69,774	70,426
11	13					67,377	68,029	68,681	69,333	69,985	70,637	71,289	71,941
12	14							70,196	70,848	71,500	72,152	72,804	73,456
13+	15									73,015	73,667	74,319	74,971

(b) 2024-2025 Salary Schedule (see next page)

WICHITA PUBLIC SCHOOLS													
2024-2025													
TEACHER SALARY SCHEDULE 5%													
										Ed. Sp.	Ed. Sp.+	Ed. Sp.+	
			BA+	BA+	BA+		MA+	MA+	MA+	or MA+	10 or MA+	20 or MA+	
		BA	10 Gr.	20 Gr.	30 Gr.	MA+	10 Gr.	20 Gr.	30 Gr.	40 Gr.	50 Gr.	60 Gr.	Earned
Initial		Degree	Hours	Hours	Hours	Degree	Hours	Hours	Hours	Hours	Hours	Hours	Doctorate
Placement	Step	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track
0	2	50,123	50,807	51,492	52,176	53,247	53,932	54,616	55,301	55,985	56,670	57,354	58,039
1	3	51,327	52,012	52,696	53,381	54,838	55,523	56,207	56,892	57,576	58,261	58,945	59,630
2	4	52,532	53,216	53,901	54,585	56,429	57,113	57,798	58,482	59,167	59,851	60,536	61,220
3	5	53,736	54,420	55,105	55,789	58,020	58,704	59,389	60,073	60,758	61,442	62,127	62,811
4	6	54,940	55,625	56,309	56,994	59,610	60,295	60,979	61,664	62,348	63,033	63,717	64,402
5	7	56,145	56,829	57,514	58,198	61,201	61,886	62,570	63,255	63,939	64,624	65,308	65,993
6	8	57,349	58,034	58,718	59,403	62,792	63,477	64,161	64,846	65,530	66,215	66,899	67,584
7	9	58,553	59,238	59,922	60,607	64,383	65,067	65,752	66,436	67,121	67,805	68,490	69,174
8	10		60,442	61,127	61,811	65,974	66,658	67,343	68,027	68,712	69,396	70,081	70,765
9	11			62,331	63,016	67,565	68,249	68,934	69,618	70,303	70,987	71,672	72,356
10	12				64,220	69,155	69,840	70,524	71,209	71,893	72,578	73,262	73,947
11	13					70,746	71,431	72,115	72,800	73,484	74,169	74,853	75,538
12	14							73,706	74,391	75,075	75,760	76,444	77,129
13+	15									76,666	77,350	78,035	78,719

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 ~~2022~~ 2023-2024 & 2024-2025

23-24 / 24-25

Level A: (.035) **~~$1,593~~ 1,671 / 1,754**

All City Music Leader
Area Music Leader—Elementary
Before School Supervisor
Circle of Friends Program
Class Head Sponsor—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~~ 2,625 / 2,757**

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~~ 3,580 / 3,759**

Academic Bowl Sponsor—High
Academic Core Team Leader, 5 & above—Middle
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) **~~$4,325~~ 4,535 / 4,762**

Activity Bus Monitor
Cheerleader Head Sponsor—High
Debate Coach – High
Drama Activities Leader – High
Site Technology Specialist
Yearbook Head Sponsor – High
Sowers, Bryant, Greiffenstein-Wells, Levy teachers

Level E: (.115) **~~$5,236~~ 5,490 / 5,764**

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) **~~$6,146~~ 6,444 / 6,767**

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

Level G: (.155) **~~$7,057~~ 7,399 / 7,769**

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

Level H: (.175) **~~$7,967~~ 8,354 / 8,771**

Level I: (.195) **~~$8,878~~ 9,309 / 9,774**

Department Chair, 9-17 – High
District Curriculum Designer

Level J: (.215) **~~$9,788~~ 10,263 / 10,776**

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 ~~2022-2023~~2023-2024 and 2024-2025 for Coaches and Athletic Leaders**

Senior High Activity	**Head 23-24 / 24-25**
Baseball	$ ~~4,431~~ 4,646 / $4,878
Basketball	~~7,567~~ 7,934 / 8,331
Bowling	~~2,769~~ 2,903 / 3,048
Cross-Country	~~3,537~~ 3,709 / 3,894
Football	~~7,567~~ 7,934 / 8,331
Golf	~~3,053~~ 3,201 / 3,361
Gymnastics	~~4,919~~ 5,158 / 5,416
Soccer	~~4,431~~ 4,646 / 4,878
Softball	~~4,431~~ 4,646 / 4,878
Swimming	~~4,639~~ 4,864 / 5,107
Tennis	~~3,159~~ 3,312 / 3,478
Track	~~5,848~~ 6,132 / 6,439
Volleyball	~~4,167~~ 4,369 / 4,587
Wrestling	~~5,465~~ 5,730 / 6,016
Middle School Activity	
Basketball	~~3,768~~ 3,951 / 4,149
Cross-Country	~~1,901~~ 1,993 / 2,093
Track	~~3,315~~ 3,476 / 3,650
Volleyball	~~2,710~~ 2,841 / 2,983
Athletic Coordinator	~~10,654~~ 11,171 / 11,730

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~~ $30.00 per hour or major fraction thereof. Such compensation shall not exceed ~~$50.00~~ $60.00 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~~ $30.00 per hour or major fraction thereof. Teachers in schools with block schedules shall receive ~~$37.50~~$45.00 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 ~~2022-2023~~2023-2024 and the 2024-2025 contract years, 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 2022-2023 School Year**~~

~~**Paragraph 1:** For the 2022-2023 contract year only, a 2.75% lump sum bonus payment, based on the teacher's base salary on the improved 2022-2023 salary schedule, will be paid to teachers actively employed by the District as of 12/16/2022 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 are on a leave of absence as of 12/16/2022 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 on 12/20/2022.~~

~~**Paragraph 2:** For the 2022-2023 contract year only, a 2.50% lump sum bonus payment, based on the teacher's base salary on the improved 2022-2023 salary schedule, will be paid to teachers actively employed by the District as of 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 5/25/2023 will be eligible to receive this payment. Teachers on a leave of absence as of 5/25/2023 will not be eligible and will not receive the 2.50% lump sum payment. Teachers whose employment is terminated prior to 5/25/2023 will not be eligible and will not receive this 2.50% lump sum payment. This payment will be made by 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 accumulat-

ed 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/ $600 annual		
2017	$50 month/ $600 annual	$50 month/ $600 annual	$100 month/ $1200 annual
2018	$100 month/ $1200 annual	$100 month/ $1200 annual	$200 month/ $2400 annual
2019	$100 month/ $1200 annual	$100 month/ $1200 annual	$200 month/ $2400 annual
2020	$100 month/ $1200 annual	$100 month/ $1200 annual	$200 month/ $2400 annual
2021	$100 month/ $1200 annual	$100 month/ $1200 annual	$200 month/ $2400 annual
2022 & beyond	$100 month/ $1200 annual	$100 month/ $1200 annual	$200 month/ $2400 annual

*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) a. 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 2022 plan year and each plan year thereafter, wellness points completed between September 1 and August 31 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 upcoming plan year. The payroll deductions required for premium without wellness discount for failure to earn 100 wellness points will be in effect.~~

~~b. 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.~~

(1) The 2024 wellness premium discount ($1200 per year for an employee and $1200 per year for a spouse) will be applied for the employee (and spouse if applicable) if the employee completes the enrollment process and certifies that one of the following two conditions has been met:

a. 100 points of wellness activities have been met from the wellness matrix provided by Employee Benefits & Insurance Management, or

b. both an annual physical exam with blood work AND an eye exam have been performed.

(2) Services must have been rendered between September 1, 2022 and August 31, 2023 to apply toward the 2024 discount.

(3) The employee must complete the enrollment process to receive the wellness discount. If the employee fails to complete the enrollment process, no wellness discount will be provided.

(4) To receive the 2025 wellness discount ($1200 per year for an employee and $1200 per year for a spouse), the employee (and spouse if applicable) must have received either an annual physical exam with blood work OR an eye exam between September 1, 2023 and August 31, 2024.

(5) Newly hired employees and employees transferring into benefitted positions will automatically receive the wellness discount for the rest of that calendar year. Employees hired after April each year and employees transferring into benefitted positions after April will automatically receive the wellness discount for the rest of that calendar year and the following calendar 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 Ad-

ministration 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 require-

ment, 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 ap-

propriate 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 educational 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 prohibited 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 sub-

mitted 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 Professional 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 Professional Learning, known as the Professional Development Council in the Dis-

trict. 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 ten (10) peer consultants for the ~~2022-2023~~2023-2024 and 2024-2025 school years. 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. 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 arbitration. 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

~~2022-~~2023-2024 CALENDAR

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				

AUGUST 2023

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	31	

SEPTEMBER 2023

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

OCTOBER 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			

NOVEMBER 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	

DECEMBER 2023

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)

JANUARY 2024

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		

FEBRUARY 2024

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	

MARCH 2024

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

APRIL 2024

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			

MAY 2024

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

JUNE 2024

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)

JULY 2024

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		

CALENDAR LEGEND

- School not in session
- Administrative Offices closed
- District Inservice Days
- Conference Release Days
- New Teacher Orientation
- Nonteaching Duty Day
- District Wide Parent Teacher Conference

SUMMER HOURS

2023
7:00 a.m. - 5:30 p.m.
Monday - Thursday
(June 5, 2023-July 14, 2023)

2024
7:00 a.m. - 5:30 p.m.
Monday - Thursday
(June 3, 2024-July 19, 2024)

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

APPENDIX A
WICHITA PUBLIC SCHOOLS
~~2022-~~2023-2024 CALENDAR

MONTH		DATE
JULY	Enrollment	25-26
AUGUST	Orientation for new teachers	1-2
	District Inservice (all teachers)	3-14
	Orientation for 6th & 9th grade students	14
	First day of school	15
SEPTEMBER	Labor Day Holiday	4
	District Inservice Day	5
	Official Enrollment Count	20
OCTOBER	Parent Teacher Conferences	10-12
	Nonteaching Duty Day	13
	End of First Grading Period	13
NOVEMBER	Veterans Day Holiday	10
	Conference Release Day	22
	Fall Recess	23-24
DECEMBER	Nonteaching Duty Day	15
	End of Semester	15
	Student Winter Recess	Dec 18-Jan 2
	Winter Recess	Dec 22-Jan 1
JANUARY	District Inservice Day	2
	Students return	3
	Martin Luther King, Jr. Day Observed	15
FEBRUARY	Parent Teacher Conferences	7-9
	District Inservice Day	16
	Presidents Day Holiday	19
MARCH	Nonteaching Duty Day	8
	End of Third Grading Period	8
	Spring Recess	11-15
APRIL	Conference Release Day	12
	District Inservice Day	15
MAY	Last Day of School	23
	Elementary Progress Reports issued	23
	Nonteaching Duty Day	24
	Memorial Day Holiday	27
	*Possible make-up days due to inclement weather	May 28, May 29, May 30
JUNE	See Summer Hours	
JULY	Independence Day Holiday	4

GRADING PERIODS

August 15 - October 12	(40 contact days)
October 16 - December 14	(40 contact days)
January 3 - March 7	(43 contact days)
March 18 - May 23	(47 contact days)

APPENDIX B

~~MOU Team Agreements –~~MEMORANDUM OF UNDERSTANDING

Marzano Teacher Performance Management

(~~2022~~ 2023-2024)

Self-Evaluation & Growth Plans -

The Marzano Focused Teacher Evaluation Model will be required for all teachers during the ~~2022~~ 2023-2024 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~~2, ~~2022~~2023.

Evaluations -

The Marzano Focused Teacher Evaluation Model will be used to evaluate teachers for the ~~2022~~ 2023-2024 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 (SEE PARAGRAPH I)
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 (SEE PARAGRAPH I)
Category B	1 no later than February 15	~~See paragraph K~~ SEE PARAGRAPH I
Category B w/POA	1 no later than February 15	~~See paragraph K.~~SEE PARAGRAPH I
Category C **4th year teachers**	1 no later than February 15	~~See paragraph K.~~SEE PARAGRAPH I
Category D—D1, D2 & D3 **5+ years' experience** ~~**D1 (1st 1/3)**~~ ~~**D2 (2nd 1/3)**~~ ~~**D3 (3rd 1/3)**~~ **2023-2024 = D2**	1 every third year, no later than February 15	~~See paragraph K.~~SEE PARAGRAPH I

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

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

For teachers in A1, A2, B and with any teacher in the assistive process or on a plan of study **[should that be "assistance"?]**, focus will be given to ten (10) foundational elements which will include elements 1, 4, 7, 9, 15, 17, 18, 19, 20 and 21 (highlighted in **GREEN**). Any one or combination of these 10 foundational elements will be scored during an evaluation cycle.

For teachers in Categories C through D, all 23 elements will be available for scoring.

~~A. 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 2022-2023 school year, the 10 evaluation elements will be:~~

DOMAIN 1: Standards-Based Planning (~~15~~10%)

Element 1: Planning Standards Based Lessons/Units
Element 2: Aligning Resources to Standards
Element 3: Planning to Close the Achievement Gap Using Data

DOMAIN 2: Standards-Based Instruction (~~45~~40%)

Element 4: Identifying Critical Content from the Standards
Element 5: Previewing New Content
Element 6: Helping Students Process New Content
Element 7: Using Questions to Help Students Elaborate on Content
Element 8: Reviewing Content
Element 9: Helping Students Practice Skills, Strategies and Processes
Element 10: Helping Students Examine Similarities and Differences
Element 11: Helping Students Examine Their Reasoning
Element 12: Helping Students Revise Knowledge
Element 13: Helping Students Engage in Cognitively Complex Tasks

DOMAIN 3: Conditions for Learning (40%)

Element 14: Using Formative Assessment to Track Progress
Element 15: Providing Feedback and Celebrating Progress
Element 16: Organizing Students to Interact with Content
Element 17: Establishing & Acknowledging Adherence to Rules & Procedures
Element 18: Using Engagement Strategies
Element 19: Establishing & Maintaining Effective Relationships in a Student-Centered Classroom
Element 20: Communicating High Expectations for Each Student to Close the Achievement Gap

DOMAIN 4: Professional Responsibilities (10%)

Element 21: Adhering to School and District Policies and Procedures
Element 22: Maintaining Expertise in Content and Pedagogy
Element 23: Promoting Teacher Leadership and Collaboration

In addition, the following process will apply:

A. Any one or combination of the 23 elements will be scored during an evaluation cycle.

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

   1. Once a teacher is rated at the **Applying** or **Innovating** 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 XI of the Teacher Agreement are followed.

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 1-3 will comprise 100% of the scoring for the 2022-2023 school year~~ 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.

F. If an observation requires a completion date by the 60th day of 2nd semester, a FINAL review must be completed. This can be done at the formal post-conference ~~or~~ which is to be completed by the 60th day of 2nd semester.

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

H. ~~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.~~ The Assistive Process and the Plan of Assistance will be based on the focused ten (10) foundational elements.

I. 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~~does not have an **Effective** or above for an overall standing, 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.~~

J. Principals will continue to perform non-Marzano walk-throughs that will not be calculated in the Marzano evaluation process and provide feedback as appropriate.

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 ~~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 the negotiated agreement 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. These observations must be done by the 60th day of each semester depending on teacher category.

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 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.

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~~.

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.

Walk-through—An unannounced observation of at least five (5) minutes in length.

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 –

- Training and professional development will be ongoing to ensure continued development in conjunction with District Leadership, Human Resources, the Marzano Work Group and Learning Services would continue to be done for program consistency, application and understanding.
- Beginning of the year overview video will be made for principals to show during Teacher Report Week or first Faculty Meeting.
- ~~As established through the joint efforts of UTW and USD 259 representatives during Marzano Non-Classroom Work Group meetings, a~~ A pilot program of the non-classroom evaluation process will be ~~conducted~~continued at select schools during the ~~2022~~ 2023-2024 school year. ~~This will be the second school year to pilot and study this process before implementation expected in the 2023-2024 school year.~~

Memorandum of Understanding (MOU)
Marzano Teacher Performance Management
Academic Year: 2024-2025

Self-Evaluation & Growth Plans:
The Marzano Focused Teacher Evaluation Model will be required for all teachers during the 2024-2025 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, 2024.

Evaluations:
The Marzano Focused Teacher Evaluation Model will be used to evaluate teachers for the 2024-2025 school year. The number of observations needed (minimum) for an evaluation are as follows:

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

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 See paragraph I
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 See paragraph I
Category - B	1 no later than Feb 15th	See paragraph I
Category – B w/POA	1 no later than Feb 15th	See paragraph I
Category - C 4th year teachers	1 no later than Feb 15th	See paragraph I
Category – D1, D2 & D3 (5+ years' experience) 2024-2025= D3	1 every third year, no later than Feb 15th	See paragraph I

Scoring and Evaluation Process:
The district will use the Marzano Focused Evaluation Model for Teachers and the model will reflect one of the following four (4) evaluation ratings: **1) Highly Effective; 2) Effective; 3) Developing; and 4) Unsatisfactory**.

For teachers in A1, A2, B and with any teacher in the assistive process or on a plan of study, focus will be given to 10 (ten) foundational elements which will include elements 1, 4, 7, 9, 15, 17, 18, 19, 20, and 21 (highlighted in green) Any one or combination of these 10 foundational elements will be scored during an evaluation cycle.

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DOMAIN 1: Standards-Based Planning (10%)

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Element 4: Identifying Critical Content from the Standards
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In addition, the following process will apply:

A. Any one or combination of the following 23 total elements will be scored during an evaluation cycle.
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F. Anyone in their evaluation year requires a final review. This can be done at the formal post-conference which is to be completed by the 60th day of 2nd semester.
G. 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.
H. The Assistive Process and the Plan of Assistance will be based on the focused 10 (ten) foundational elements.
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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:

- Training and professional development will be ongoing to ensure continued development in conjunction with District Leadership, Human Resources, the Marzano Work Group and Learning Services for program consistency, application and understanding.
- Beginning of the year overview video will be shown during Teacher Report Week or first Faculty Meeting.

AGREEMENT

Between

The Board of Education

of USD 259

Sedgwick County, Kansas

(Wichita Public Schools)

And

United Teachers of Wichita

August 1, ~~2022~~2023 – July 31, ~~2023~~2025

/s/ Sheril Logan

Sheril Logan

President, Board of Education

Date: _____

/s/ Katherine Warren

Katherine Warren

President, United Teachers of Wichita

Date: _____

Salary Schedule 23-24

WICHITA PUBLIC SCHOOLS													
2023-2024													
TEACHER SALARY SCHEDULE 4.85%													
										Ed. Sp.	Ed. Sp.+	Ed. Sp.+	
			BA+	BA+	BA+		MA+	MA+	MA+	or MA+	10 or MA+	20 or MA+	
		BA	10 Gr.	20 Gr.	30 Gr.	MA+	10 Gr.	20 Gr.	30 Gr.	40 Gr.	50 Gr.	60 Gr.	Earned
Initial		Degree	Hours	Hours	Hours	Degree	Hours	Hours	Hours	Hours	Hours	Hours	Doctorate
Placement	Step	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track
0	2	47,736	48,388	49,040	49,692	50,712	51,364	52,015	52,667	53,319	53,971	54,623	55,275
1	3	48,883	49,535	50,187	50,839	52,227	52,879	53,531	54,182	54,834	55,486	56,138	56,790
2	4	50,030	50,682	51,334	51,986	53,742	54,394	55,046	55,697	56,349	57,001	57,653	58,305
3	5	51,177	51,829	52,481	53,133	55,257	55,909	56,561	57,213	57,864	58,516	59,168	59,820
4	6	52,324	52,976	53,628	54,280	56,772	57,424	58,076	58,728	59,380	60,031	60,683	61,335
5	7	53,471	54,123	54,775	55,427	58,287	58,939	59,591	60,243	60,895	61,546	62,198	62,850
6	8	54,618	55,270	55,922	56,574	59,802	60,454	61,106	61,758	62,410	63,062	63,713	64,365
7	9	55,765	56,417	57,069	57,721	61,317	61,969	62,621	63,273	63,925	64,577	65,229	65,880
8	10		57,564	58,216	58,868	62,832	63,484	64,136	64,788	65,440	66,092	66,744	67,395
9	11			59,363	60,015	64,347	64,999	65,651	66,303	66,955	67,607	68,259	68,911
10	12				61,162	65,862	66,514	67,166	67,818	68,470	69,122	69,774	70,426
11	13					67,377	68,029	68,681	69,333	69,985	70,637	71,289	71,941
12	14							70,196	70,848	71,500	72,152	72,804	73,456
13+	15									73,015	73,667	74,319	74,971

Salary Schedule 24-25

WICHITA PUBLIC SCHOOLS													
2024-2025													
TEACHER SALARY SCHEDULE 5%													
										Ed. Sp.	Ed. Sp.+	Ed. Sp.+	
			BA+	BA+	BA+		MA+	MA+	MA+	or MA+	10 or MA+	20 or MA+	
		BA	10 Gr.	20 Gr.	30 Gr.	MA+	10 Gr.	20 Gr.	30 Gr.	40 Gr.	50 Gr.	60 Gr.	Earned
Initial		Degree	Hours	Hours	Hours	Degree	Hours	Hours	Hours	Hours	Hours	Hours	Doctorate
Placement	Step	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track	Track
0	2	50,123	50,807	51,492	52,176	53,247	53,932	54,616	55,301	55,985	56,670	57,354	58,039
1	3	51,327	52,012	52,696	53,381	54,838	55,523	56,207	56,892	57,576	58,261	58,945	59,630
2	4	52,532	53,216	53,901	54,585	56,429	57,113	57,798	58,482	59,167	59,851	60,536	61,220
3	5	53,736	54,420	55,105	55,789	58,020	58,704	59,389	60,073	60,758	61,442	62,127	62,811
4	6	54,940	55,625	56,309	56,994	59,610	60,295	60,979	61,664	62,348	63,033	63,717	64,402
5	7	56,145	56,829	57,514	58,198	61,201	61,886	62,570	63,255	63,939	64,624	65,308	65,993
6	8	57,349	58,034	58,718	59,403	62,792	63,477	64,161	64,846	65,530	66,215	66,899	67,584
7	9	58,553	59,238	59,922	60,607	64,383	65,067	65,752	66,436	67,121	67,805	68,490	69,174
8	10		60,442	61,127	61,811	65,974	66,658	67,343	68,027	68,712	69,396	70,081	70,765
9	11			62,331	63,016	67,565	68,249	68,934	69,618	70,303	70,987	71,672	72,356
10	12				64,220	69,155	69,840	70,524	71,209	71,893	72,578	73,262	73,947
11	13					70,746	71,431	72,115	72,800	73,484	74,169	74,853	75,538
12	14							73,706	74,391	75,075	75,760	76,444	77,129
13+	15									76,666	77,350	78,035	78,719

WICHITA PUBLIC SCHOOLS
ADMINISTRATORS SALARY SCHEDULE 5.55%
2023-2024

			USD 259 Experience or Other Relevant Experience			
			A	B	C	D
Level Of Responsibility	Length Of Contract	Administrative Experience	1 - 9 years	10 - 14 Years	15 - 19 Years	20+ Years
2	240	1 - 3 Years	76,631	78,823	80,286	81,777
2	240	4 - 6 Years	82,207	84,570	86,138	87,734
2	240	7+	89,990	92,584	94,313	96,074
2E	252	1 - 3 Years	80,457	82,649	84,113	85,604
2E	252	4 - 6 Years	86,034	88,397	89,963	91,561
2E	252	7+	93,402	96,410	98,139	99,900
3	252	1 - 3 Years	83,581	85,980	87,572	89,194
3	252	4 - 6 Years	89,668	92,243	93,960	95,709
3	252	7+	98,167	100,997	102,888	104,815
4	252	1 - 3 Years	88,118	90,644	92,329	94,045
4	252	4 - 6 Years	94,539	97,261	99,071	100,915
4	252	7+	103,506	106,497	108,487	110,515
5	260	1 - 3 Years	97,173	99,961	101,818	103,710
5	260	4 - 6 Years	104,257	107,256	109,256	111,294
5	260	7+	114,161	117,459	119,658	121,898
6	260	1 - 3 Years	105,334	108,360	110,375	112,428
6	260	4 - 6 Years	113,025	116,282	118,453	120,665
6	260	7+	123,771	127,353	129,734	132,160
7	260	1 - 3 Years	113,259	116,511	118,681	120,890
7	260	4 - 6 Years	121,531	125,038	127,373	129,752
7	260	7+	133,094	136,943	139,515	142,134
8	260	1 - 3 Years	114,950	118,255	120,455	122,696
8	260	4 - 6 Years	123,348	126,906	129,276	131,689
8	260	7+	135,083	138,991	141,599	144,257

Salary Schedule 23-24

WICHITA PUBLIC SCHOOLS													
K-Z SALARY SCHEDULE 4.75%													
2023-2024													
Step	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Range													
K	47,094	47,826	48,614	49,453	50,369	51,322	52,334	53,402	54,528	55,711	56,951	58,249	59,604
L	48,393	49,209	50,062	50,997	51,989	53,038	54,145	55,309	56,530	57,789	59,106	60,480	61,912
M	49,799	50,679	51,625	52,636	53,704	54,830	56,013	57,253	58,551	59,906	61,318	62,788	64,315
N	51,291	52,264	53,283	54,370	55,515	56,717	57,977	59,294	60,668	62,099	63,588	65,134	66,737
O	52,898	53,945	55,056	56,239	57,479	58,777	60,132	61,544	63,014	64,541	66,125	67,766	69,465
P	54,600	55,740	56,943	58,203	59,519	60,894	62,325	63,814	65,360	66,963	68,624	70,342	72,117
Q	56,417	57,650	58,926	60,281	61,694	63,163	64,690	66,255	67,878	69,557	71,295	73,089	74,941
R	58,349	59,655	61,024	62,455	63,944	65,490	67,093	68,754	70,472	72,247	74,080	75,970	77,917
S	60,376	61,775	63,236	64,763	66,328	67,951	69,630	71,368	73,162	75,014	76,923	78,889	80,913
T	62,518	64,010	65,563	67,166	68,827	70,545	72,320	74,153	76,043	77,990	79,995	82,057	84,157
U	64,775	66,359	67,985	69,665	71,402	73,197	75,048	76,957	78,924	80,947	83,028	85,167	87,362
V	67,146	68,803	70,523	72,298	74,130	76,001	77,929	79,915	81,958	84,058	86,215	88,430	90,702
W	69,612	71,363	73,174	75,026	76,935	78,901	80,925	83,006	85,144	87,340	89,593	91,903	94,271
X	72,194	74,037	75,940	77,869	79,854	81,897	83,997	86,154	88,369	90,641	92,970	95,357	97,801
Y	74,890	76,825	78,802	80,826	82,907	85,045	87,241	89,494	91,804	94,172	96,577	99,040	101,561
Z	77,700	79,709	81,779	83,879	86,036	88,251	90,523	92,852	95,239	97,683	100,184	102,743	105,359