



SALINA
Public Schools

NEGOTIATED AGREEMENT 2023-2024

ITEMS NEGOTIATED BETWEEN
THE SALINA PUBLIC SCHOOLS BOARD OF EDUCATION
AND
NEA-SALINA

CONTRACT ENFORCEMENT

Except as this Agreement shall otherwise provide, all terms and conditions of this agreement shall apply equally to all professional certified employees subject to the negotiated agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.

NEA-Salina and the BOE agree to meet mid-year to consider reopening negotiations to address contract relevant issues. If negotiations are reopened the issues discussed will not be subject to impasse, arbitration and fact-finding.

AGREEMENT

Between

The Board of Education

Of

USD 305

Salina, Kansas

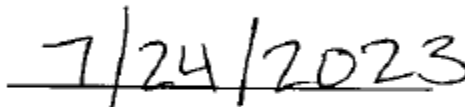
And

NEA Salina

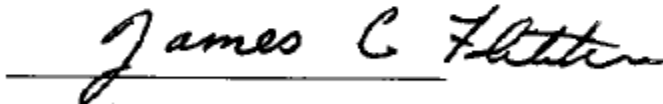
July 1, 2023 – June 30, 2024



President, NEA-Salina



Date



President, Board of Education

Date

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DEFINITIONS
IN
ALPHABETICAL ORDER

The following terms as used in this agreement shall mean:

BOE	Board of Education of USD #305
CKCIE	Central Kansas Cooperative in Education.
CONTRACTS	
• BASE	The professional employee's basic contract for assigned services for the designated number of days established by the district calendar.
• EXTENDED	A professional employee's contract for additional days worked prior to and/or following the base contract. The daily rate of pay for extended contracts will be the same as the daily rate of pay for the professional employee's base contract.
• SUPPLEMENTAL	A professional employee's contract(s) for assigned duties during hours that are in addition to those paid for in the professional employee's base contract or extended contract.
DEPENDENT PERSON	An individual who, for the taxable year of the professional employee, has as his/her principal place of abode the home of the professional employee, is a member of the professional employee's household and has received over one-half of his/her support from the professional employee.
FAMILY	USD 305 uses the federal Family Medical Leave Act (FMLA) definition (see Appendix C).
NEA-SALINA (The Association)	The local affiliate of Kansas - National Education Association and the National Education Association.
INDIVIDUAL PLANNING TIME	Non-student contact time in which the professional employee independently pursues improvement in students' academic achievement.
PLANNING TIME	Non-student contact time, which may include individual planning, collaborative planning, team planning, and school improvement or staff development during the student day.
PRESIDENT, NEA-SALINA	President of NEA-Salina or his/her designee.
SUPERINTENDENT	The Superintendent of USD #305 or his/her designee.
PROFESSIONAL EMPLOYEE	Any professional, certified employee that is under contract with USD 305, subject to the negotiated agreement, and who is required to hold a certificate/license to work in any school district. "Professional Employee" is used interchangeably with "" "employee" in this document. Professional Employee does not include any supervisors under the authority of KSA 72-1134.
• FULL-TIME	A full-time professional employee in a certified position for the entire contract day and for the entire contract year.
USD #305	Unified School District #305; Saline County, Salina, Kansas.

**ARTICLE I
HOURS AND AMOUNTS OF WORK**

A. CONTRACT YEAR

Base contracts for professional employees will be 188 days. A professional employee in the first year of employment in USD #305 may be required to attend up to two additional days prior to the first student contact day and will be compensated at his or her daily rate of pay for each additional day.

Contract days shall be utilized as follows:

1. 178 student contact days;
2. Five (5) work days:
 - a. The equivalent of 2 days scheduled prior to the first student contact day;
 - b. 1 full day at the end of each semester;
 - c. 1 half-day at the end of the first and third quarters;
 - d. No more than one hour of a full workday may be scheduled for meetings, i.e. IEPs, parent conferences, department meetings, and faculty meetings. No meetings will be scheduled on half-days;
 - e. Hours of attendance will not exceed 7 ¾ hours;
 - f. Other than for scheduled meetings, on-site attendance will not be required of professional employees on workdays provided all work expectations and deadlines are met.
3. Five (5) staff development days:
 - a. The equivalent of 2 days scheduled prior to the first student contact day;
 - b. 3 days scheduled during the district calendar setting process;
 - c. Hours of attendance will not exceed 7 ¾ hours;

During the term of the contract year, the following days will not be scheduled as part of the contract:

Labor Day	1 day
Thanksgiving Recess	3 days
Winter Recess	not less than 7 consecutive days
January 2 nd	1 day
Spring Recess	5 days

B. DUTY DAY AND PLANNING TIME

All full-time professional employee shall be on duty for 7¾ hours per regular workday. The principal in each building shall develop a schedule that ensures individual planning time for specials teachers, classroom teachers, and librarians.

1. A sixth, seventh and eighth grade middle school teacher will teach a maximum of six (6) class periods plus an advisory period daily. Middle school professional employees shall have a minimum of 245 individual planning minutes per week and there will be individual planning time daily.
 - a. Such planning time shall not include before/after school time, lunch release time, travel time for professional employees assigned to more than one attendance center, or any student supervision.
 - b. Additional time during the school day may be scheduled administratively for substituting, collaborative planning, school improvement, and staff development. Professional employees who volunteer to substitute for teachers may do so on an unlimited basis. Those professional employees who volunteer and who complete a substitute assignment will be moved to the bottom of the mandatory substitute rotation. Mandatory substituting assignments shall be limited to three (3) times per calendar month per professional employee.
2. High school teachers on block schedule will teach a maximum of six (6) class periods. Block schedule professional employees shall have a minimum of 245 minutes of individual planning time per week and there will be individual planning time daily.
 - a. Such planning time shall not include before/after school time, lunch release time, travel time for professional employees assigned to more than one attendance center, or any student supervision.
 - b. Additional time during the school day may be scheduled administratively for substituting, collaborative planning, school improvement, and staff development. Professional employees who volunteer to substitute for other professional employees may do so on an unlimited basis. Those professional employees who volunteer and who

complete a substitute assignment will be moved to the bottom of the mandatory substitute rotation. Mandatory substituting assignments shall be limited to three (3) times per calendar month per professional employee.

3. Elementary classroom teachers of grades K-5 shall have individual planning time scheduled in blocks of not less than twenty (20) minutes per day and totaling at least 245 minutes per week.
 - a. Such planning time shall not include before/after school time, lunch release time, travel time for professional employees assigned to more than one attendance center, or any student supervision.
 - b. Additional time during the school day may be scheduled administratively for reasons such as substituting, collaborative planning, school improvement, and staff development. Professional employees who volunteer to substitute for other professional employees may do so on an unlimited basis. Those professional employees who volunteer and who complete a substitute assignment will be moved to the bottom of the mandatory substitute rotation. Mandatory substituting assignments shall be limited to three (3) times per calendar month per professional employee.
 - c. The BOE encourages the development of individual scheduling plans at the elementary sites for the purpose of increasing planning time.
4. Overloads:
 - a. In the event that a secondary professional employee accepts an assignment to teach a class during the individual planning time as part of the building master schedule, the professional employee shall be compensated at an additional rate of one-seventh (1/7) of his/her base contract per diem.
 - b. In the event that an elementary professional employee cannot be regularly scheduled for individual planning time within the building master schedule, the professional employee shall be compensated at the professional employee's daily rate of pay for whatever portion of individual planning time cannot be so scheduled.
5. Professional employees Substituting for Teachers: Any professional employee who substitutes for another teacher during his/her planning time will be compensated at the rate of \$30 per hour for the time spent substituting for the other teacher. Requests to substitute for another teacher during his/her individual plan time will not be made unless attempts to cover the absence using the USD 305 substitute pool are unsuccessful.
6. Each K-12 professional employee will have a duty-free lunch period equal in length to the student lunch period.
7. Elementary classroom and specials teachers who have 1/3 or more of another teacher's classroom students added to their classroom will be compensated proportionally at a rate based on the professional employee substituting for professional employee rate in sub paragraph 5 above.

C. ADDITIONAL STAFF DEVELOPMENT DAYS

For the purposes of the remainder of Article I, Section C: "Staff" means all employees, including part-time employees, who are salaried on the teaching schedule and who are home-based in that school.

Building principals may institute up to two additional days of staff development per school term under the following conditions:

1. Additional Building-Wide Staff Development
 - a. All plans for additional staff development days must be approved by the Executive Director of School Improvement no later than March 31st for those days planned for July 1 through the first semester or by September 30th for additional staff development days planned for second semester through June 30.
 - b. The proposed dates and plans for the staff development shall be submitted to staff for a vote by April 15 of the preceding school term for additional staff development days planned for July 1 through the first semester and no later than October 15 for additional staff development days planned from January 1 through June 30.
 - c. Voting shall be completed within one week of the presentation to staff. Ballots shall be returned to the building NEA-Salina representative to preserve the anonymity of the staff.
 - d. The principal shall submit voting results to the Executive Director of School Improvement not more than 1 week following the voting deadline.
 - e. When 51% of the staff agree to the additional days, the days become mandatory for all, including the part-time staff. The 51% approval will be computed on those ballots that are returned within the voting period.
 - f. Staff who serve in more than one building must participate in the staff development of their home building, but may elect to attend an additional staff development at another site if the home building does not elect to use one or both of the additional day(s). In no case shall staff receive pay for more than two additional staff development days regardless of site attended.
 - g. Occasionally, staff may have prior commitments or emergencies arise that may preclude their participation. Those waivers will be granted by the building principal, in concert with accreditation steering committee. Waiver forms will be provided by the Office of School Improvement.
 - h. Those staff members who require waivers will be provided resources by the principal and will be expected to access the resources to meet the learning outcomes of the planned staff development so as to participate in the school-wide implementation.

- i. Attendees shall be compensated at their daily rate of pay.
- 2. Small Group Staff Development – Employee initiated
A building principal may suggest one or both additional days of staff development per school term for small group staff development under the following conditions:
 - a. All members of the PLC, department, grade level, or other small group recognized by the building principal must commit to the proposal made in writing.
 - b. All plans for small group ASD days must be sent to the Executive Director of School Improvement for approval no later than October 30 for those days planned between January 1 and June 30, and no later than April 30 for any day planned between July 1 and the end of the first semester.
 - c. Staff who serve in more than one building must participate in the staff development of their home building, but may elect to attend an additional staff development at another site if the home building does not elect to use one of both of the additional day(s).
 - d. In no case shall staff receive pay for more than two additional staff development days regardless of site attended.
 - e. Attendees will be compensated at their daily rate of pay.

ARTICLE II LEAVES

Each full time professional employee in USD #305 shall be granted ten (10) days Paid Time Off (PTO) for each school year. Days of leave are prorated for professional employees who work less than full time in a certified position and/or are employed for less than a full contract year. PTO days may be used for any reason. Each year the District will offer a buy-back of up to five (5) days of a professional employee's unused leave at a rate of \$50/day. All PTO days not sold back to the District or those days remaining unused at the end of each school year will roll over as sick leave. Sick leave shall accumulate to a maximum of one hundred (100) days. Those professional employees who have accumulated more than 100 days of sick leave at the end of the 2017-2018 school year will be allowed to retain those excess days, however, no additional accumulation will be allowed while the employee's balance is 100 days or more. Professional employees with fifteen (15) or more years of continuous service in USD #305 shall receive compensation for days of unused sick leave at the rate of \$75 per day. Payment shall be made upon retirement or resignation. In the event of the professional employee's death, compensation for the unused accumulated leave shall be paid to the professional employee's survivor as designated under KPERS. Any professional employee who is not covered by KPERS shall designate a survivor at the beginning of employment.

Professional employees are encouraged to request approval for PTO from the building principal at least one week before the intended absence. No more than three (3) professional employees in any elementary building and no more than four (4) professional employees in any secondary building shall be absent for PTO leave on the same day. In buildings with fewer than ten (10) professional employees, no more than one (1) shall be absent for PTO on the same day. The approval of PTO days may be limited based upon the availability of substitutes and the number of professional employees absent from the building. During the last four working weeks of the student attendance year (20 student contact days), professional employees may apply for PTO leave but must state a reason.

The Executive Director of Human Resources, after consultation with the building administrator, shall determine whether to grant the proposed leave.

All leave shall be calculated on the basis of thirty (30) minute periods. Each period or major fraction of the period absent shall be recorded. Such leave time will be calculated on the regular workday for professional employees as defined in Article I.

Professional employees who have worked in the district for one year or more may choose to use Family Medical Leave (Appendix C) for

- a. The birth of a son or daughter.
- b. Adoption or placement of foster children.
- c. Care of son, daughter, spouse or parents of the employee.
- d. Personal illness.
- e. Specific conditions related to military service.

Any professional employee who uses the Family Medical Leave plan may not combine the use of leaves available under Maternity or Adoptive leave.

LEAVE USE WITH NO LOSS OF PAY UP TO ACCUMULATED LEAVE BALANCE*

*For this Section: If the employee's leave balance is depleted and the employee is absent, pay will be reduced by the employee's daily rate of pay for the duration of the absence.

A. ILLNESS

1. Any or all leave time may be used for illness of the professional employee.
2. A professional employee may use up to twenty (20) days of accumulated leave per year for illness in the professional employee's family. If the professional employee must be at home to care for the family member, after the fifth (5th) consecutive day he/she may be asked to provide a physician's written verification for the need. The family member may be under a physician's care, hospitalized or at a medical appointment.

B. ILLNESS AND DISABILITY POOL

1. A professional employee who has exhausted all accumulated leave in a year may use four (4) to twelve (12) days additional leave time if the professional employee has elected to participate in the pool. A complete explanation of the pool and how a professional employee may participate is found in Appendix A of this agreement.

2. This pool may be used for illness or disability in the professional employee's family (see A.2 above).
3. After May 1, a professional employee participating in the Illness and Disability Pool who has exhausted the maximum number of days allowed from the pool may petition the President of NEA-Salina for up to five additional days. This is contingent on an adequate number of days remaining in the pool and medical certification of the professional employee's serious health condition or of a serious health condition in the professional employee's family. If additional days are granted, they will be granted after the end of the school year.

C. BLACKOUT DAYS

1. Professional employees shall not use PTO on:
 - a. A student contact day before or following a regularly scheduled vacation.
 - b. Parent teacher conference days.
 - c. The day(s) of a scheduled district/building in-service day.
2. Notwithstanding the above, professional employees may use PTO leave otherwise subject to the blackout rule:
 - a. to attend events/activities involving their own child as defined under the FMLA if the child is participating as a USD 305 student. This rule extends to USD 305 professional employees working in CKCIE districts outside of USD 305 if that employee's child is participating as a student of that same district or as a USD 305 student.
 - b. to attend a funeral.
3. No more than 5 PTO days may be used consecutively without prior approval of the principal.

D. MATERNITY & ADOPTIVE

Maternity and adoptive leave shall be granted in a manner consistent with federal and state laws. The employee will use personal accumulated sick leave days during maternity or adoptive leave. Disabilities caused or contributed to by pregnancy and recovery therefrom are temporary disabilities and shall be subject to provisions under the sick leave policy. Legal proceedings involving the adoption of a child shall be subject to provisions under the sick leave policy, and documentation may be required. Maternity and Adoptive leave does not apply to child care.

E. EMERGENCY LEAVE, ABSENCE DURING ORIENTATION WEEK AND OTHER LEAVES

1. Leave may be granted when unforeseen or emergency situations prevent the professional employee from fulfilling contractual duties. If PTO is available, such leave shall be used first. If not, emergency leave will be deducted from sick leave.
2. Professional employees who have worked one or more years in USD #305 may be granted leave during orientation week to complete eight or more hours of college credit in summer school classes during this week if (1) prior approval is obtained from the Executive Director of Human Resources, and (2) the professional employee has attended summer school during June and/or July.
3. The Executive Director of Human Resources shall make the decision regarding the leaves in subsections above in conference with the professional employee. In the absence of the Executive Director of Human Resources, the decision shall be made by the Superintendent.

LEAVES WITH NO LOSS OF PAY AND NO LOSS OF ACCUMULATED LEAVE TIME

A. PROFESSIONAL

Professional leave is defined as absence from duty by the professional employee that will result in improvement of the professional employee as a professional, the department as a whole, the school system or education as a whole. Approval for a professional leave day will be based upon the approval of the building principal. Professional days may be limited based on the availability of substitutes. Professional employees are encouraged to request approval for professional leave from the building principal as soon as possible before the intended absence.

1. One day per year in alternate years may be granted for the visitation of other schools by a professional employee with the recommendation of the department head, building principal and central office supervisor.
2. Two days per year may be granted for a professional employee to act as a consultant, clinician, or instructor for staff development efforts at schools in or out of the system. If consultant services are outside the system and the professional employee is paid for the services, the professional employee is to pay the cost of the substitute.
3. Three days per year may be granted for attendance at conferences, conventions, schools, and/or professional meetings. When attendance at conferences, conventions, visits to schools, and/or attendance at professional meetings is initiated by

the principal, director, central office administrator or KSDE or KBOR official (with approval of the principal and Superintendent), the professional employee may exceed three days per year.

4. One additional professional leave day will be granted to professional employees during the first year they are actively pursuing National Board Certification for activities directly related to earning National Board Certification.
5. Elected officers of professional organizations, local, state or national, teacher wide or subject matter oriented, or unpaid civic organizations may be granted necessary days for attendance at meetings of and for said organizations.
6. The President of NEA-Salina or his/her designee shall be granted up to six days of accumulated leave per year to conduct association business in the district. NEA-Salina agrees to notify the administration in writing no less than 48 hours in advance of taking such leave.

B. JURY/CIVIL

Leave for jury duty shall be granted for any professional employee so called.

Leave shall be granted for civil duty when the professional employee is officially summoned by a recognized civil authority.

C. ADMINISTRATIVE LEAVE

USD 305 administration may place an employee on leave for an investigation by district administration into any incident or report. Being placed on administrative leave does not imply guilt on the part of the employee. This process allows the district to complete an investigation while protecting the integrity of the investigation for all sides.

When a professional employee is placed on administrative leave, the employee has the right to request a representative of his/her choosing.

D. PARENTAL LEAVE

USD 305 will provide up to ten [10] days of paid parental leave to full-time certified employees following the birth or adoption of an employee's child. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births or adoptions occurring on or after July 1, 2020.

E. BEREAVEMENT LEAVE

USD 305 will provide up to two (2) days of bereavement leave. This leave may be upon the death of the professional employee's:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 1-5 of this section.

Bereavement leave is not subject to accrual.

LEAVES WITH PARTIAL PAY WITH NO LOSS OF ACCUMULATED LEAVE TIME

A. SABBATICAL

One-year sabbatical leave may be granted to one (1) to three (3) full-time professional employees per school year. Those professional employees on approved leave shall engage in professional study during the school term period that they would normally be employed by the BOE as professional employees. A contractual agreement shall be made between the professional employee and the BOE assuring a minimum of twenty (20) approved graduate hours to be completed during the period of the sabbatical leave. Failure to complete the mutually agreed graduate hours during leave time shall obligate the professional employee to refund all money received on leave to the BOE. Complete procedures for sabbatical leave are found in Appendix B of this agreement.

B. TEMPORARY MILITARY DUTY

Professional employees who are members of units of the National Guard or Reserve Forces of the United States and who are called to serve a mandated tour of duty for training or other military service by proper authority pursuant to the laws of the United States or of the State of Kansas shall be granted a leave of absence not to exceed fifteen (15) days during a contract

period. Professional employees called to serve shall select those duty options which least interfere with the educational program of the district. The leave request must be accompanied by a copy of active duty orders. The BOE may request a letter from the commanding officer stating that the training could not be taken at a time when school was not in session. The professional employee shall be reimbursed by the district to make up any difference between his/her base contract daily rate and his/her military base pay during this leave of absence.

LEAVES WITH LOSS OF FULL PAY BUT NO LOSS OF ACCUMULATED LEAVES

A. NON-EDUCATIONAL CONVENTIONS

The professional employee may attend a convention or a business meeting with his/her spouse once every five (5) years.

B. CHILD CARE LEAVE

1. Child care leave, without pay, of not more than one school year may be granted with agreement of the BOE that the professional employee who has been employed in the district three to six years will be returned to service at the end of the leave if a position is open for which the professional employee is qualified. A professional employee who has been employed in the district seven or more years will be guaranteed a position in the district at the end of child care leave.
2. A professional employee returning from child care leave will be placed on the salary schedule at the same placement he/she was entitled at the time the leave was granted. The professional employee's application for child care leave must be filed with the Executive Director of Human Resources on or before May 10.
3. No later than March 1, the professional employee who is on child care leave must declare in writing his/her intentions to return. It is expected that if a professional employee who has indicated his/her intention to return to the district has been offered a contract, the contract will be signed and returned within fourteen (14) days after its receipt.

C. EXCHANGE TEACHING

Professional employees who have been employed by USD #305 for at least five (5) years may apply for a one (1) year leave without pay as an exchange teacher through a recognized program. The pay provisions may be waived depending upon the provisions of the exchange.

D. EXTENDED HEALTH LEAVE

1. Professional employees whose personal illness, including disability or contributed to by pregnancy or recovery therefrom or serious health condition of a family member (child, spouse, or parent of the professional employee) may be granted a leave of absence without pay for the remainder of the contract year once all accumulated leave, FMLA leave, and days granted from the sick leave pool are exhausted.
2. The applicant for extended health leave shall submit a physician's statement setting forth the nature of the illness or incapacity.
3. Upon return, the professional employee may also be required to submit a physician's statement certifying his/her capacity to assume professional duties.

E. ASSOCIATION BUSINESS

Professional employees who are members of a recognized teachers' organization may be granted a leave without pay to serve as a president of the state or national affiliate. The leave shall be limited to the terms of the office allowed by the affiliate.

F. LONG TERM

1. Long-term leave (up to one [1] year) may be granted by the BOE for reasons of the professional employee's personal well-being, professionally related employment, travel or other reasons.
2. To apply for this leave, a professional employee must have been employed by the district for ten (10) consecutive years.
3. Application must be submitted in writing to the Superintendent on or before March 1 of the contract year preceding the year for which the absence is requested. If extenuating circumstances requiring consideration for long-term absence occur after March 1, the professional employee shall petition the Board of Education through the Human Resources Director for waiver of the time requirement for notification.
4. The professional employee shall be notified, in writing, by April 10, or within 30 days if the request is made after March 1, whether the leave shall be granted.
5. The professional employee may voluntarily maintain health insurance benefits by payment of quarterly premiums to the business office prior to the date established by that office.

6. Prior service in the district shall determine placement on the salary schedule upon the professional employee's return to the district.
7. The professional employee must inform the district on or before May 10 if she/he does not plan to return to the district.
8. The returning professional employee shall be placed in an assignment in accordance with his/her certification.
9. This leave may be granted contingent upon a satisfactory replacement.

G. POLITICAL LEAVE

1. Leave time may be granted by the BOE to allow a professional employee to serve in a local, state or national political office.
2. The length of the leave will be determined by the responsibilities of the office and the length of term.
3. Professional employees who wish to run for elected office must apply for political leave prior to filing for election.
4. Professional employees on political leave must re-apply for leave prior to filing for reelection.
5. The professional employee may elect to maintain health insurance benefits by payment of quarterly premiums to the business office prior to the date established by that office.
6. A professional employee returning from political leave shall be returned to an assignment in accordance with his/her certification.
7. Upon return from such leave, the professional employee shall be given credit for each full semester actually taught. Placement on the salary schedule may be between vertical steps if professional employee has taught a full semester. The professional employee on leave shall retain all accumulated leave and retirement benefits.

ARTICLE III SALARY AND ADDITIONAL COMPENSATION

A. SALARY SCHEDULE PROVISIONS

The USD #305 salary schedule is an index schedule that includes salary based on experience and training, additional compensation and longevity pay. Personnel shall be placed on the salary schedule using the following criteria:

1. Vertical placement shall be determined as follows:

- a. Upon entering the system, each professional employee shall be given full credit for all complete years of teaching in any school accredited by a state department of education or a college or university provided that the professional employee held a valid teaching certificate from a state department of education. Professional employees given full credit for all complete years of teaching, as described above, shall not be eligible to receive credit for prior work experience provided by section (f) below, regardless of whether the professional employee is teaching a course in a CTE pathway.
- b. Partial years of teaching outside USD #305 shall not be considered as years for vertical credit on the salary schedule.
- c. Partial years of USD #305 employment, either full or part-time, shall be counted as a full year for vertical credit if the total days under contract are 80 or more. Part-time contracts for the total school year within USD #305 shall be counted for vertical movement for each year of service.
- d. A professional employee who obtains the maximum step for any column may move only one step vertically in any one year after qualifying for the next column of advanced degree status.
- e. Upon entering the school system, each non-teaching employee licensed to practice independently shall be given credit on the salary schedule for all professional experience in his/her field.
- f. Upon entering the system, professional employees hired to teach courses in USD-305-approved CTE pathways must maintain enrollment in an accredited college with a Transition to Teaching program or as required by the CTE specialized certificate program as outlined by the Kansas Department of Education (KSDE). Such professional employees may be given credit for work experience in their field that directly relates to their teaching duties. Written verification of qualifying employment experience shall be provided before credit will be given. Degreed CTE professional employees or those with occupational licenses or those with industry recognized credentials (as established for CTE licensure by KSDE) who have accumulated "relevant" work experience, defined as experience that directly relates to their teaching duties and which is aligned with the job description and course content in the CTE pathway taught, shall be granted one (1) year of credit for each full-time year of such prior related experience up to step "E".

To establish credit for relevant work experience based on self-employed experience, the applicant must provide letters from three individuals who regularly engaged in doing business with the applicant and the school district will cross-reference the CTE professional employee's name and any known business names with the Better Business Bureau. Written references from the three individuals must attest to the nature of the applicant's business, the length of time of their association, and the quality of the work provided. Contact information for those giving references must be provided. Attestations from the applicant's employees or family members are not acceptable.

2. Horizontal placement on the scale shall be determined as follows:

- a. Initial placement will be based on the professional employee's highest degree and graduate hours earned following the awarding of the degree.
- b. Occupational and physical therapists will be placed on the MS+60 Column. School Psychologists who have achieved the EDS degree and SLPs will be placed on the MS+30 Column.
- c. Advancement to an intermediate column higher than a degree column is contingent upon the professional employee having earned the additional number of graduate credit hours or PDP points. PDP points or graduate hours may be used solely or in combination for horizontal advancement. Any graduate hours must be earned following the awarding of the graduate degree and recorded on the official PDC transcript (Frontline/Professional Growth) before they may be used for advancement.
- d. Credit hours earned from the accumulation of points for application and impact may be used for horizontal movement on the salary schedule. Professional development points shall be awarded as defined in the USD #305 Professional Development Handbook. Upon the professional employee's successful completion of application, one-fourth of the knowledge points earned will be awarded for salary movement; at the impact level, three-fourths of the knowledge points will be awarded.

- e. The Executive Director of Human Resources may approve selected undergraduate credits beyond the BA degree for horizontal advancement if such hours are deemed relevant to a professional employee's assignment and the courses are not available for graduate credit.
 - f. Professional employees who earn master's degrees which require a minimum of sixty (60) graduate semester hours (or their equivalent in quarter or third hours) shall qualify for placement on the MS+30 column of the salary schedule. This provision is applicable only when the professional employee is working in the area of this MS degree.
 - g. Social workers who are required to earn continuing education units to maintain their license and when such units cannot be part of an individual development plan may count the hours worked outside regular contract hours in lieu of board credit hours for the purpose of horizontal salary advancement. Twenty hours of continuing education work completed on off-contract hours will be equal to one board credit.
 - h. Not later than April 1 of the school year preceding the anticipated move, teaching staff shall notify the Executive Director of Human Resources of their intent to move horizontally on the salary schedule. A form will be provided by the Executive Director of Human Resources for intent to move horizontally. Any professional employee who fails to so notify the Executive Director of Human Resources shall be ineligible to move horizontally during the next contract year.
 - i. Official notification of additional hours must be reported to the Executive Director of Human Resources no later than October 1 if the professional employee is to gain horizontal movement for the year.
 - j. Any transcript of college credit and any transcript of professional development credit submitted by high school teachers for the purpose of salary movement (as outlined in this agreement) may be shared with post-secondary institutions in order to certify the teacher to teach concurrent credit courses (courses taught on USD 305 campus by USD 305 teacher) approved by the district.
3. Longevity:
Credit for longevity will be given on the basis of one year credit for each full year of teaching in any non 305 school accredited by a state department of education, and one year credit for each full or partial year (80 or more days) of teaching in USD #305.
4. Employer Paid Health Benefit:
For benefits eligible employees, the District will contribute \$540 per month toward the employee's elected premium level..
5. Substitute Teacher Pay:
USD #305 professional employees under contract will be paid \$30 an hour for substituting.

B. EXTENDED CONTRACT

- 1. Contracts which extend a certified employee's work days beyond the base teaching contract, i.e. extended-day contracts, are subject to the provisions of KSA 72-2217, Supplemental Contracts of Employment: Authority, and shall be reviewed annually by the Board of Education. The BOE shall have the discretion to grant or discontinue extended days. The discretion to accept or refuse any or all of the extended days rests with the professional employee.
- 2. A professional employee will be compensated at his or her daily rate of pay for each extended contract day.
- 3. By March 15, the Human Resources Office shall mail notification to professional employees whose contracts will be modified for the ensuing school term, and a complete listing shall be sent to the NEA-Salina President.
- 4. The BOE shall, by September 1 of each year, provide the NEA-Salina President with a list of bargaining unit members who have extended contracts for the current school year. The list shall include the name, position, building assignment(s), and length of the extension for each extended contract recipient.

C. REQUIRED MEETINGS OUTSIDE THE DUTY DAY

For professional employees assigned to USD #305 K-12 attendance centers, identified meetings outside the duty day initiated by administrators shall be compensated at the rate of \$20 per hour. Attendance at such meetings shall be required when building administrators and a majority of professional employees impacted agree to times and dates. Professional employees absent for any reason will not be compensated and may be asked to acquire information/knowledge missed. Absences must have the principal's approval prior to the meeting.

In order for K-12 professional employees to receive compensation, meetings shall fall under one of the following categories:

- 1. Staff Development/Staff Meetings
- 2. School Improvement
- 3. Grade Level Meetings or District-Wide Department Meetings
- 4. School Initiative, such as Poverty, Reading First, Literacy First, etc.
- 5. Grading State Assessments (only when assigned outside the duty day)
- 6. Curriculum Committees
- 7. Committees selecting textbooks

Professional employees may volunteer for other tasks outside the duty day with the understanding that compensation will not be offered.

D. SPECIAL SALARY PROVISIONS

Certain positions will receive pay in addition to the base and/or extended contract for duties that are a part of the base contract. These positions and amounts are:

- 1. School Psychologists \$3000
- 2. Social Workers \$2000
- 3. Speech Language Pathologists \$3000
- 4. School Counselors \$2000

	1	2	3	4	5
HIGH SCHOOL DEBATE	6,090.00	6,273.00	6,455.00	6,651.00	6,851.00
HIGH SCHOOL DRAMA - 2ND SEMESTER	5,177.00	5,333.00	5,485.00	5,655.00	5,825.00
HIGH SCHOOL NEWSPAPER & YEARBOOK	5,438.00	5,601.00	5,764.00	5,941.00	6,117.00
MIDDLE SCHOOL JOURNALISM	2,350.00	2,420.00	2,489.00	2,566.00	2,643.00
HEAD BAND	6,656.00	6,855.00	7,055.00	7,271.00	7,487.00
ASST BAND	5,046.00	5,197.00	5,349.00	5,513.00	5,676.00
HIGH SCHOOL FORENSICS	6,090.00	6,273.00	6,455.00	6,651.00	6,851.00
MIDDLE SCHOOL BAND	3,568.00	3,675.00	3,781.00	3,897.00	4,013.00
ORCHESTRA	6,004.00	6,183.00	6,363.00	6,559.00	6,753.00
HIGH SCHOOL DRAMA - 1ST SEMESTER	5,177.00	5,333.00	5,485.00	5,655.00	5,825.00
HIGH SCHOOL VOCAL	5,438.00	5,601.00	5,764.00	5,941.00	6,117.00
MIDDLE SCHOOL VOCAL	3,220.00	3,316.00	3,411.00	3,517.00	3,621.00
BAND CO-DIRECTORS	3,916.00	4,032.00	4,150.00	4,277.00	4,405.00

E. ADVANCED PAYMENT

With the following exceptions, no payment shall be made on a salary or employment contract until the regular payment date as specified in the contract:

- 1. A professional employee new to USD #305 may receive a payment of \$1,200 on or before August 15 provided the following criteria are met:
 - a. The \$1,200 does not exceed the professional employee's earned wages on the date of payment.
 - b. The professional employee notifies the business office when the contract is signed and a W-4 withholding and a retirement form is submitted on or before August 1.
- 2. The \$1,200 paid in August will be subtracted from the total contract and the remainder will be paid in twelve (12) equal payments.

F. SALARY SCHEDULE/SUPPLEMENTAL PAY SCHEDULES (APPENDIX E)

Placement on the supplemental schedule will be as follows:

- 1. All professional employees without experience in the supplemental assignment, either in USD #305 or another school district, will be placed on step one.
- 2. All professional employees with experience in the position in USD #305 will be given credit for such experience at the rate of one step for each year of experience.
- 3. All professional employees hired from another school district with experience in the same supplemental assignment will be given credit for such experience at the rate of one-half (1/2) step for each year of experience with a maximum placement of step three.
- 4. All prior experience in a position, either head or assistant, shall count for placement in all assistant positions.
- 5. Only prior experience in a head position will count for placement in a head position.

6. All professional employees in a position will advance one step each year.

G. ADDING NEW SUPPLEMENTAL POSITIONS

The Board may create new supplemental positions as necessary. The Superintendent will calculate a salary amount for that position that is in keeping with the supplemental salary schedule, immediately notify the bargaining unit, and submit this new salary to the Supplemental Salary Committee for review upon the opening of regular negotiations.

H. PASSES TO SCHOOL ATHLETIC EVENTS

Presentation of the professional employee's identification badge will admit the professional employee and one guest to all regular season events not held at the Tony's Pizza Events Center or at Kansas Wesleyan University. Admission to events held at either the Tony's Pizza Events Center or Kansas Wesleyan University, including the Salina Invitational Tournament, will require the I.D. badge and \$2 per person for the professional employee and one guest. KSHSAA-sponsored events are not governed by this policy.

I. GUIDELINES FOR SUPPLEMENTARY PAY FOR ATHLETIC EVENTS

1. Professional employees within the system shall have opportunity to work for pay at athletic events held by the district high schools and middle schools. Supplementary pay for working athletic events shall be \$12.50 per hour.
2. Professional employees shall direct their applications to the building athletic/activity director at the host school for the events they wish to work. Such application shall be made during the first two weeks of the contract year. Forms and procedures for application are provided online at www.305.com/STAFF/index.htm. Each building athletic/activity director shall be responsible for scheduling workers for events hosted at his/her school.
3. Efforts will be made to distribute assignments equitably throughout the year among those desiring to work. Building athletic/activity directors shall also be responsible for training sessions to prepare workers for jobs requiring specialized training.
4. Workers not performing their assignments while on duty shall forfeit their pay and be removed from the list of workers.

J. I.R.C. SECTION 125/OTHER BENEFITS

1. Professional employees may utilize a salary reduction agreement to use pretax dollars or a salary deduction agreement to use after tax dollars to purchase coverage(s) as available from BOE designated vendor(s) as follows:
 - a. Cancer Insurance
 - b. Dependent Care Expense Reimbursement Plan
 - c. Medical Care Expense Reimbursement Plan
 - d. Health insurance
2. Professional employees may utilize a salary deduction agreement to use after-tax dollars to purchase coverage(s) as available from BOE designated vendor(s) as follows:
 - a. Life Insurance
 - b. Short Term Disability Insurance
3. The BOE shall name the insurance carriers to be utilized in the program, taking into consideration the recommendations of the Manager of Human Resources and of the Benefits Committee.
4. Enrollment in the Section 125 plan shall be done prior to September 1st of the contract year.
5. New professional employees hired into the district after the enrollment period may select and enroll in the plan within their first thirty (30) calendar days of employment. Once enrolled, the professional employee comes under the provisions of the plan.
6. Once the enrollment period has passed, the only changes allowed will be those permitted by Internal Revenue regulations and the insurance vendor, i.e., change in marital or family status including marriage, divorce, death of a spouse or child, or the birth or adoption of a child, or spouse gaining or losing employment. A professional employee must complete the necessary paperwork within thirty (30) days of the qualifying event in order for the change to be made effective.
7. The BOE shall provide each professional employee a description of the coverage provided herein, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the professional employee, the BOE shall provide applications and, when necessary, information about the program.
8. The BOE shall provide to each professional employee on his/her paystub an annual record of pretax salary reduction by annual and monthly computations so that each professional employee has an official record of such deductions.
9. The total compensation that each professional employee receives from the district may be used to purchase benefits on either a before tax or an after tax basis depending on his/her preference. A professional employee's total compensation shall include salary, additional compensation (as defined on the salary schedule), and supplemental pay as applicable.

K. MILEAGE ALLOWANCE

Professional employees authorized to use their personal car for school purposes will be compensated at the end of each month at the rate per mile established by the BOE.

L. TAX DEFERRED ANNUITIES

1. In accordance with K.S.A. 72-2243, the BOE shall provide all professional employees the opportunity to execute a payroll deduction agreement for contributions to a tax-deferred annuity. A professional employee desiring to establish such an agreement may contact the district's Human Resources Department for further information.
2. Contribution changes will be placed into the payroll system within 30 days of the Business Office receiving correct and complete information from the district's third party administrator. Changes may be made as necessary to keep the contract current with federal and/or state tax laws.

M. PAY DAY

1. Each professional employee shall be paid in twelve (12) installments on the 25th of each month or the preceding Friday if the 25th falls on a weekend. If the pay date falls during an extended holiday, the professional employee will be paid on the last working day before the holiday.
2. Summer checks shall be given by the June pay date if the professional employee has elected to have a lump sum payment.

N. RELOCATION EXPENSE

Professional employees may be provided a uniform relocation expense.

O. EXCESS MEETING TIME COMPENSATION PROVISION FOR SPECIAL EDUCATION PROFESSIONAL EMPLOYEES

Special education professional employees will be compensated at their daily rate of pay for two additional days of special education staffing.

P. SCHOOL WEBMASTER PROVISION

Certified elementary school webmasters will be compensated at \$20 per hour for a maximum of 10 hours per month for 10 months (August through May), or no more than a total of 100 hours. Certified secondary school webmasters will be compensated at \$20 per hour for a maximum of 15 hours per month for 10 months (August through May), for no more than a total of 150 hours. School webmasters will submit a monthly log based on hours worked in this capacity to their school principal for approval.

ARTICLE IV PROFESSIONAL APPRAISAL

A. INTRODUCTION, PHILOSOPHY, AND OBJECTIVES

1. Introduction. A school system has the responsibility to create a favorable professional climate for the professional employee entering the profession as well as for the experienced professional employee striving to improve teaching effectiveness. Salina Unified School District #305 works toward this goal through its program of professional employee appraisal in which individual needs, abilities and desires are considered within the overall objective of improving student growth.
 - a. The insight and growth of the professional employee resulting from participation in the appraisal process are more significant than the process itself. Effective evaluation is a continuous, constructive and cooperative experience between the evaluator and the evaluatee, with the evaluator assisting evaluatees in improving their professional performances throughout their careers. (Evaluatee in this document refers to the individual being evaluated.)
2. Philosophy of Evaluation. USD #305 believes that Salina's students deserve the highest quality of instruction. To insure quality instruction for every student, performance appraisal of all certified personnel is essential and is one of the district's primary responsibilities to students, patrons, and staff.
 - a. Effective professional appraisal
 - (1) reflects research-based standards
 - (2) is systematic and continuous
 - (3) embodies standards of excellence
 - (4) is cooperatively developed between evaluator and evaluatee
 - b. Professional growth results from
 - (1) maximizing strengths and managing weaknesses
 - (2) setting realistic goals
 - (3) providing resources
 - (4) defining responsibilities
 - (5) establishing strategies for continuous improvement
 - (6) fostering self-reflection
 - (7) monitoring performance

Through the commitment, beliefs, and process outlined above, the goal of providing quality instruction for every USD #305 student will be achieved.

3. The Framework for Teaching by Charlotte Danielson was selected as the basis for USD #305's appraisal system because it is researched-based and provides a clearly defined framework to help professional employees improve their instruction. More specifically, the framework
 - a. Identifies principles of effective practice and classroom organization such as maximizing student learning and promoting student engagement.
 - b. Provides common vocabulary.
 - c. Contains themes of equity, cultural sensitivity, high expectations, developmental appropriateness, accommodating students with special needs and appropriate use of technology.
 - d. Parallels the school improvement initiatives.
 - e. Stands on research-based and field-tested data to ensure that professional employees show significant gains.

B. GENERAL EVALUATION/APPRaisal PROCEDURES

1. In order to insure that expectations are clearly understood among all parties, on-going dialogue between evaluatee and evaluator is an essential component of evaluation.
2. All documents used in the evaluation of professional employees are available on the Human Resources website.
3. Professional employees who are transferred from one building to another will remain on their original schedule of evaluation unless the job requirements change significantly.
4. Primary evaluators shall be the principals of individual buildings who may further delegate such duties to subordinate administrators. The CKCIE administrators and the building principal shall be considered joint primary evaluators of CKCIE employees. CKCIE employees in a non-USD 305 attendance center will have a CKCIE administrator as the primary evaluator.
5. The evaluator may have access to and may review previous evaluation reports as prescribed by law.

6. The frequency, dates, forms and procedures for regularly scheduled evaluations will be determined by the guidelines in the Professional Appraisal System and shall comply with the state statutes regarding employment.
 - a. Additional observations may be initiated by either an administrator or a professional employee request. The requested additional observation(s) will not be required to comply with notification guidelines of the Professional Appraisal System. It will be noted in the evaluation documents that the observation(s) was/were initiated by professional employee or administrator request.
 - b. All observations of the work performance of a professional employee will be conducted openly and with the full, but not necessarily prior, knowledge of the professional employee being observed. The use of eavesdropping, public address or audio system, hearsay evidence or surveillance devices is strictly prohibited.
7. The evaluatee shall acknowledge the evaluation report by his/her signature. An evaluatee's signature upon the evaluation is required but does not necessarily constitute agreement with such evaluation. At any time not later than fourteen (14) calendar days after receiving the evaluation report, the evaluatee may respond in writing. Responding statements will be filed with the evaluator and/or the Executive Director of Human Resources and attached to the original evaluation form.
8. The evaluatee shall have access to all materials placed in the evaluation record and has the opportunity to respond, verbally and/or in writing, to such materials.
9. The primary evaluator shall submit all evaluations conducted within the building to the Executive Director of Human Resources. All evaluation reports and responses shall be maintained in the evaluation files for a period of not less than three (3) years from the date each evaluation is made.
10. Professional employees may request to be evaluated at any time, and a building administrator may evaluate any professional employee in his/her building at any time.
11. Evaluation/appraisal documents shall be confidential as prescribed by law.
12. All flowcharts and procedures are available in the PAS Guidelines located on the USD 305 website.

C. TRAVELING PROFESSIONAL EMPLOYEES

Evaluatees who serve in more than one building will be evaluated in the building in which they are assigned for a major part of their time or their assigned home-base building. Administrators in other than the home base building or majority time building in which the evaluatee serves are encouraged to have input into the evaluation process. This evaluation input will be reported on the standard forms shared with the evaluatee before forwarding to the primary evaluator. This information becomes a part of the summative evaluation, which is prepared by the primary evaluator.

D. INFORMAL EVALUATION

These policies do not preclude informal conferences or observations between evaluatee and colleague or supervisor, which will not necessarily be placed in the evaluatee's personnel file. The evaluatee shall receive a copy of any written material that is generated during informal evaluation if such material is to be placed in the evaluatee's evaluation record. The evaluatee has the opportunity to respond, verbally and/or in writing, to such material.

E. UNSCHEDULED EVALUATIONS

Professional employees may request to be evaluated at any time, and a building administrator may evaluate any professional employee in his/her building at any time. Evaluations initiated by professional employee or administrator request will not be required to comply with the notification guidelines of the Professional Appraisal System. Administrators or professional employees initiating an unscheduled evaluation will notify the other party in writing prior to the evaluation.

F. PROFESSIONAL ASSISTANCE PLAN FOR NON-PROBATIONARY PROFESSIONAL EMPLOYEES

The improvement of professional employees is the major intent of evaluation. Professional employees who have not demonstrated satisfactory improvement during the evaluation process may be placed on a professional assistance program as identified in the Professional Appraisal System.

G. THE PROFESSIONAL APPRAISAL SYSTEM IS A PROCESS, NOT A PRODUCT

1. Yearly, the Superintendent or his/her designee and President of NEA-Salina will establish a committee of professional employees, administrators, and a BOE member/community representative to survey those currently participating in the evaluation process and to recommend changes in the Professional Appraisal System.
2. Recommended improvements must be approved by NEA-Salina and the BOE through the negotiations process.

ARTICLE V
DISCIPLINE AND PROBATION

A. DISCIPLINE OF PROFESSIONAL EMPLOYEES

1. A professional employee's suspension, probation, or disciplinary transfer may be appealed using the procedures outlined in levels 1-5 of Article VI.
2. At least one full duty day before a conference with an administrator during which a professional employee may receive a written reprimand, the professional employee shall be advised, either face-to-face or by telephone, in addition to district email, of the nature of the meeting. The professional employee is entitled to have present at the conference a representative(s) of his/her choice. If the representative(s) is employed by the district, the representative(s) shall receive "released time."
3. No disciplinary action shall be taken against any professional employee on the basis of a complaint before a conference is held and before names of the complainants and the nature of the complaint have been given to the professional employee in writing.
4. Staff shall have access to all of their own information and any administrative notes/files containing information used by the administrator to support the formal disciplinary decision. Any such document that contains the personally identifiable information of another USD 305 employee will be redacted to protect the privacy interests of that employee.
5. As reprimands are placed in a professional employee's personnel file, the professional employee will be provided with a copy of the reprimand within 5 business days.

B. FAIR DISMISSAL OF PROFESSIONAL EMPLOYEES

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced professional employees. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. For the first four (4) years of professional employment with the district, professional employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason not constitutionally protected.
3. Starting in year five (5) of teaching with the district, professional employees shall have earned non-probationary status. At its discretion, the Board may formally grant non-probationary status to any professional employee earlier.
4. Non-probationary professional employees may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the school board's task of building and maintaining an efficient school system.
5. Non-renewal of non-probationary professional employees based on job performance: The requirements of the Professional Assistance Plan (PAP) shall be implemented before a non-probationary professional employee may be non-renewed due to prior job performance. An administrator may place a non-probationary professional employee on a plan of awareness at any time he/she believes the non-probationary professional employee's performance so requires. If the non-probationary professional employee's performance fails to improve as the result of the plan of awareness, the administrator may place the non-probationary professional employee on an off-cycle evaluation. The off-cycle evaluation must include the implementation of the PAP Plan of professional support. If the non-probationary professional employee fails to satisfactorily complete the plan of professional support, the non-probationary professional employee will lose designation as non-probationary and may be returned to Probationary status with a continued off-cycle evaluation or may be non-renewed. Failure to satisfactorily complete a Plan of professional support is good cause justifying non-renewal.
Non-renewal of non-probationary professional employees based on criminal activity, insubordination or conduct unbecoming a professional employee: At no time shall an administrator be required to implement the PAP or an off-cycle evaluation before providing notice of non-renewal or termination of a non-probationary professional employee due to criminal activity, insubordination or to conduct unbecoming a professional employee.
6. If the non-probationary professional employee is non-renewed, he/she shall be notified by certified mail prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed professional employee will have fourteen calendar days from the receipt of the letter to file a written request for a hearing. The decision as to whether the hearing shall be open or closed will be at the discretion of the professional employee.
7. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from the KSDE list.
8. During the hearing, the entire basis for the nonrenewal shall be proffered by the district. The professional employee may challenge the district's evidence and present evidence in his/her own behalf. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall determine whether to sustain or reverse the nonrenewal and reinstatement of any lost pay, and shall be rendered in writing to both parties within seven calendar days.

9. It is the intention of the parties that the decision be rendered prior to June 30 and all reasonable efforts should be made to accomplish that goal.
10. The recommendation of the hearing officer will be reviewed and considered by the Board in an executive session. The Board will make the final decision.
11. The professional employee shall pay for his/her expenses, including any witnesses and/or representation. The cost of the hearing officer shall be split evenly between the Board and the Professional Employee.

ARTICLE VI GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting professional employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A. DEFINITIONS

Grievance shall mean a complaint by a professional employee alleging a violation, misinterpretation, or misapplication of this negotiated agreement or a written contract.

Grievant shall mean the person, persons, or NEA Salina who institutes the grievance. "Grievant" shall also include the grievant's representative, as defined below.

Representative shall mean the person, persons, or NEA Salina representing the grievant. The Representative, at the grievant's direction, may possess any and all rights and responsibilities granted to the professional employee under this section.

Party in Interest shall mean the person, persons or the NEA Salina and any party named in the grievance who would reasonably be expected to take action to resolve the grievance.

B. PROCEDURE

1. Level One – Building

Informal Phase: The grievant may first discuss the grievance with his/her principal or other immediate supervisor to resolve the matter informally. Notification of the grievance must be made within ten (10) school days after the grievant learns of the act or condition on which the grievance is based. The principal or immediate supervisor shall present his/her decision in writing to the grievant within five (5) days after their meeting.

Formal Phase: If the grievant is not satisfied with the disposition of his/her grievance on an informal basis, or if no decision has been rendered within five (5) school days after discussion of the grievance, he/she may pursue the grievance by filing in writing with the principal. The grievant shall have fifteen (15) school days after notification of the grievance disposition or, should no action have been taken, twenty (20) days following the first discussion of the grievance to file the written grievance. Within five (5) school days after receipt of the written grievance, the principal, or his/her immediate supervisor, shall meet with the grievant. The principal or his/her immediate supervisor shall present his/her decision in writing to the grievant within five (5) school days after the meeting.

2. Level Two Executive Director of Educational Programs

If the aggrieved person is not satisfied with the disposition of his/her grievance at the formal phase of level one, he/she may file the grievance with the Executive Director of Educational Programs. The grievant shall have ten (10) school days to file the grievance. Within five (5) school days after receipt of the written grievance, the Director shall meet with the grievant in an effort to resolve it. The Executive Director Educational Programs shall present his/her decision in writing to the grievant within five (5) school days after the meeting.

3. Level Three – Superintendent

If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file the grievance with the Superintendent. The grievant shall have ten (10) school days after notification of the grievance disposition to file. Within five (5) school days after receipt of the written grievance, the superintendent shall meet the grievant in an effort to resolve it. The Superintendent shall present his/her decision in writing to the grievant within five (5) school days after the meeting.

4. Level Four Board of Education

If the grievant is not satisfied with the decision at level three, he/she may file an appeal in writing with the BOE. The grievant shall have fifteen (15) school days after notification of the grievance disposition to file. Within fifteen (15) school days after the receipt of the written grievance, the BOE or a panel of two (2) of their members shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within fifteen (15) school days after the conclusion of the hearing, the BOE shall render a decision in writing to the grievant.

5. Level Five Advisory Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level 4, within ten (10) school days, he/she may submit the grievance to advisory arbitration. If any questions arise as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- b. Within ten (10) school days after such written notice of submission to arbitration, the BOE or its designee and grievant shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the BOE and grievant are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) school day period, each shall submit within three (3) days, names of three (3) persons as its nominees to serve as arbitrator. The name of one nominee shall be removed from the combined list of six (6) nominees by lottery within two (2) days, and the arbitrator shall be selected from the remaining five (5) nominees. Upon determination of the final five (5) nominees, the BOE and grievant shall determine by lot which shall have the right to strike the first name. The one so selected shall strike the first name within two (2) days of determination of the final list, and the parties shall alternately strike until one name remains. The striking process shall take no more than three (3) days.
- c. The arbitrator so selected shall confer with the BOE designee and the grievant and hold hearings promptly and shall issue his/her decision not later than twenty (20) school days from the date of the close of the hearings or if oral hearings have been waived then from the date the final statements and proofs are submitted to him/her. Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party in prior hearings on this grievance. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the BOE and the grievant and shall be advisory only.
- d. Upon receipt of the decision of the arbitrator, the BOE, at its next regular meeting, shall determine whether to accept or reject the decision. At this meeting, the grievant shall have the right to be present and, with the BOE, the right to present arguments for or against the arbitrator's decision. The BOE's decision shall be communicated to the grievant in writing within five (5) days and shall be the final disposition of the grievance within the procedures.
- e. The costs of the services for the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room shall be borne equally by the BOE and the grievant. All other costs shall be borne by the party incurring them. The expenses of the arbitration shall be at the rates provided in the Kansas state statutes.

C. NON REPRISAL

No reprisals of any kind shall be taken by the BOE or by any representative of the administration against any grievant, any party in interest, any member of the professional employees' rights committee, or any other participant in the grievance procedure by reason of such participation.

D. MISCELLANEOUS

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the progress. The time limits specified may, however, be extended by mutual agreement.
2. Year End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) workdays thereafter.
3. Association Grievance: If a grievance affects a group of professional employees and appears to be associated with system wide policies, it may be submitted by the NEA Salina directly at Level 3.
4. Scheduling: Conferences held under this grievance procedure shall be scheduled at a time and place that shall afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. Every effort shall be made to hold conferences at a mutually agreeable time. Processing of a grievance shall not be conducted during the time when class is in session for the involved parties.
5. Separate File: All documents, communication, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the BOE and the NEA-Salina and given appropriate distribution by the NEA-Salina so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the BOE.

7. Initial notification: It shall be the grievant's responsibility to notify within five (5) school days both the President of NEA-Salina and Human Resources Office of the issues involved in the grievance, date the grievance was filed, level of the grievance, and the grievant's school. If the grievant chooses to remain anonymous to NEA-Salina, the Human Resources Office will notify NEA-Salina that a grievance was filed.
8. Post Notification: If the grievant has solicited support from NEA-Salina, the professional employees' rights representative will notify the President of NEA-Salina of the status of the grievance following each meeting at each grievance level. If the grievant has not solicited support from NEA-Salina, the status of the grievance at any and all levels will be provided to the President of NEA-Salina by the Superintendent.

ARTICLE VII REDUCTION IN FORCE

In the event it becomes necessary to reduce teaching staff beyond that which can be accommodated by attrition, the Superintendent and his staff will utilize the following guidelines for identifying those professional employees whose contracts will be non-renewed or terminated.

A. Length of continuous service in the district.

Retention of professional employees shall be on the basis of the length of their most recent continuous service to the district unless the Superintendent and his staff determine a professional employee with a shorter length of most recent continuous service in the district is better qualified for a particular position. The original date of hire shall be used to break ties between staff in length of continuous service in the district.

B. Qualification for a position.

To determine whether a professional employee with less continuous service in the district is better qualified for a particular position, the following criteria, in order of importance, shall be considered by the Superintendent and his staff:

- a. Highly Qualified status. Administrative staff shall determine whether the professional employee holds, at a minimum, a bachelor's degree and a valid Kansas certificate with all appropriate endorsement(s) for the position on file at the time of the RIF.
- b. Professional performance information. Administrative staff shall consider the totality of the information provided by the professional employee's Professional Appraisal System (PAS) and disciplinary record.
- c. Experience in the specific position. Administrative staff shall consider but not be limited to consideration of the following indicators: length of professional employee's actual experience in the specific teaching assignment and the recency of actual experience in the specific teaching assignment.
- d. Continued Professional Development. Administrative staff shall consider but not be limited to consideration of the following indicators: coursework/training taken by the professional employee beyond the bachelor's degree relevant to the position; the professional employee's success in the coursework/training; the quality of the coursework/training; the recency of the coursework/training.
- e. Date of Hire. In the event more than one professional employee with less continuous service is better qualified for a particular position than a professional employee with longer continuous service, and, as between the multiple better qualified professional employees, all things being equal, the professional employee with the earlier original date of hire by the District shall be retained.

A. RIF REHIRING PROCEDURE

1. Professional employees affected by a reduction in force shall be placed on a preferential hiring list for a period of two (2) years.
2. If rehired within the two-year period, a professional employee non-renewed/terminated due to a reduction in force (RIF) shall receive credit for accumulated unused sick leave accrued prior to the professional employee's nonrenewal/termination.
3. For determining salary upon rehire, and subject to the approval of the Deputy Superintendent, the professional employee shall receive longevity credit for teaching, supervisory or administrative experience in a similar or like position held during the two-year period. If no credit is given, the professional employee will be placed on the salary scale of the negotiated agreement applicable at the time of rehire at the step earned at the time of the RIF.

B. NOTICE

The school district will observe the provisions of the continuing contract statutes in Kansas to notify professional employees that their contracts will be non-renewed or terminated because of necessary reduction in staff.

**ARTICLE VIII
SALINA PUBLIC SCHOOLS RETIREMENT PLAN**

A. EMPLOYER AND EMPLOYEE PAID CONTRIBUTIONS

1. A Retirement Plan will be established for each professional employee employed in USD #305. This plan will contain up to two (2) accounts. An Employer Paid Account will be initiated for each professional employee. An Employee Paid Account will be initiated for each professional employee at his/her request.
2. USD #305 will contribute \$1,000 per contract year into each full-time professional employee’s Employer Paid Account. Contributions will be prorated for professional employees who work less than full-time in a certified position and/or are employed for less than a full contract year.
3. Upon beginning his/her 6th contiguous year as a professional employee employed by USD #305, each professional employee will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the professional employee is 100% vested upon beginning his/her 15th contiguous year with USD #305.

Vesting Schedule:	
Year(s)	Amount Vested
1 – 5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

A professional employee who terminates employment with USD #305 after the beginning of his/her 6th year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon returning to a teaching position with USD #305 at a future date.

4. A professional employee may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A professional employee who chooses to make contributions into his/her Employee Paid Account will be fully vested in this account immediately.
5. A group of investment options, including conservative, moderate and aggressive investment portfolios will be maintained. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a professional employee’s Employer Paid Account and his/her Employee Paid Account. Employer Paid Contributions for professional employees who do not make investment elections will be placed in a default investment account.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by state and federal laws and regulations.

6. A professional employee may access the vested portion of his/her Employer Paid Account upon termination of an employment contract with USD #305.
7. Employer and Employee Paid Contributions and growth thereon will be considered taxable income subject to 403B rules upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated professional employee to defer taxation until a later date.

8. If any provision of this plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education of USD #305.

**ARTICLE IX
OTHER PROVISIONS**

A. DURATION OF AGREEMENT

This agreement shall bind the parties for a period of one year from July 1 through June 30 of the contract year and shall not be amended except by mutual agreement and in writing.

B. LIQUIDATED DAMAGES

1. Professional employees who resign after June 5th will be liable for \$3000 in damages.
2. If the district owes the professional employee any remaining salary, the district will deduct liquidated damages from that payment. If not, the professional employee shall remit payment to USD #305 within 15 days after Board approval of the resignation.
3. The BOE may waive application of this damage clause under extreme or emergency circumstances.

C. EARLY NOTIFICATION INCENTIVE

Professional employees who notify the Executive Director of Human Resources of their intent to retire or resign at the end of the current contract year shall receive a bonus. To be eligible, the notice must be received in the HR office by one of the deadlines listed below **and** the professional employee must fully complete his/her current contract.

Notice Deadline	Incentive Bonus
Last contract day before winter break.	\$750
February 1 st	\$500

D. DISTRICT COMMITTEES

All district committee members shall be appointed by the Superintendent. When such committees include professional employee representation, the majority of the professional employees selected as representatives for said committees will be appointed from a list of professional employees submitted to the Superintendent by the President of NEA Salina. These committees may make recommendations to the BOE and NEA-Salina negotiating teams.

1. The District Benefits Committee will have its members appointed in accordance with the process described above. The committee will meet not fewer than 4 times per school year. The committee will distribute minutes of each of its meetings to all staff.

E. CONTRACT WAIVER

The executive committee of NEA-Salina and the Board may agree to grant one or two-year waivers from the negotiated agreement for selected schools. Schools desiring a waiver of selected negotiated agreement provisions may make application for such a waiver on the district-adopted waiver form.

F. POSTING OF VACANCIES

1. Definition – A vacancy is a specific current position that is unfilled or a newly created position that needs to be filled.
2. The Human Resources Department shall post vacancies weekly. These vacancy notices shall be placed on the District Human Resources website and notifications sent to the President of NEA-Salina. The notification of vacancies, including newly created positions and summer school, will indicate title, grade level, qualification(s) desired, location(s), and date by which applications must be submitted.
3. In-building transfers may occur before the posting of any vacancy.
4. A professional employee who desires to apply for a vacancy shall file an online internal application/transfer form through the Human Resources Department website and specify the vacancy for which they are applying.

G. TRANSFERS

1. Philosophy

USD 305 strives to be above all else, the best place to learn and work. While professional employees should be placed in the school and department that will best fit the educational needs of the students of the district as determined by the BOE, consideration will be given to the professional employee's placement preference and the goal of maintaining a proper balance of experience and specialized competence among the schools of the district.

2. Definitions

- a. The movement of a professional employee to a different assignment, grade level, subject area, or building shall be considered a transfer.
- b. Both unfilled positions and newly created positions shall be considered vacancies.

3. Professional Employee-Initiated Transfers

- a. A professional employee-initiated transfer request shall be filed by submitting an online internal application/transfer form through the Human Resources Department website. The online process allows the professional employee to 1) request a transfer to a specific vacancy and/or 2) place his/her name in a pool for future openings that may occur. Principals have access to the list of professional employees that have applied for a transfer to an opening in his/her school and to the list of professional employees in the pool for future consideration. Internal applications shall be valid for openings for the following school year only. Applications expire on July 31st.
- b. When a professional employee applies for a posted vacancy as in the preceding section, the hiring principal may 1) accept an in-district transfer request, 2) request that a transfer applicant interview along with other applicants, or 3) deny, in writing, the transfer request.
- c. Professional Employees may cancel requests for transfer by sending notification in writing to the Human Resources Department. After action is taken on a transfer request, a professional employee may not withdraw the request.

4. Involuntary Transfer

Any staff member subject to an involuntary transfer will be allowed to resign prior to July 1 without paying liquidated damages.

5. District Reorganization Transfer

Whenever a district reorganization involving multiple buildings or grades is anticipated, the district representatives will meet with the Association to develop an orderly process that permits professional employee choice to the extent possible.

6. Transfers will be communicated in a professional manner. Efforts to communicate transfers to professional employees will be attempted in this order: first: a face-to-face meeting; second, a personal phone call; last resort, registered mail.

H. SAFE SCHOOLS

1. If a professional employee is hospitalized or at home under doctor's orders due to an assault arising out of and in the course of his/her employment, no loss of pay or accumulated leave time will occur.
2. Professional employees shall not possess, carry, or operate firearms of any type while carrying out their professional duties. Nothing in this section shall prohibit any professional employee from taking possession of a firearm discovered on school property, for the sole purpose of notifying and turning over the discovered firearm to building administration.

I. APPROPRIATE ATTIRE

Teaching is a profession and professional employees are expected to act and dress as professional individuals. It is recommended that professional employees reflect the attitude and purpose of their employment. It shall be the duty of the principal to consult with professional employees who do not dress in a professional manner.

J. PERSONNEL FILES

Professional employees shall have access to their own personnel file maintained in the Human Resources Department with the exception of confidential references/recommendations. The procedure shall be as follows:

1. The employee shall contact the HR department to schedule an appointment during regular business hours.
2. A photo ID must be presented at the time of the review.
3. The review will be made in the presence of an HR staff member.
4. The employee may make notes of the contents of his/her file.
5. The employee may request HR to make copies of specific documents.
6. The employee may not remove any of the contents of the file nor alter any document.
7. The employee shall sign and date a document indicating that the review has occurred.

K. ADVOCATE

Any employee that follows board policy to address complaints or concerns is permitted an individual representative to attend conferences to act as an advocate.

L. REOPENER

This agreement may be reopened for alterations, changes, deletions, additions or modifications only by mutual consent of both parties. Requests for such amendments by either party must be in writing and must include a summary and explanation of the proposed amendment. The other party must accept or reject the request to reopen negotiations in writing within 15 calendar days. If either party rejects a request to reopen, that decision will be considered final and any such rejection is not grievable under this agreement.

M. CLASSROOM SAFETY

Following an incident of gross behavior i.e. an act that threatens the general discipline and/or safety of the classroom, the affected teacher may request and be entitled to a visit with the building principal or assistant principal, prior to the student returning to the affected teacher's classroom, provided the principal or assistant principal is on site. In the event the building principal or assistant principal is not on site, a designated alternative administrator will be utilized.

APPENDIX A: ILLNESS AND DISABILITY POOL

- A. Any professional employee may contribute illness leave days to the pool. Any day so contributed shall be deducted from the professional employee’s leave accumulation. Days contributed by a professional employee become a permanent part of the pool and shall not be refunded to that professional employee.
1. Each professional employee who wishes to offer a contribution to the pool will complete a form for that purpose, developed by the Executive Director of Human Resources.
 2. Before September 1 of each year, completed forms shall be returned to the appointed representative of NEA-Salina who will prepare the list of pool participants and submit it to the Executive Director of Human Resources.
 3. The yearly pool shall consist of a maximum of 325 days. Any days remaining in the pool as of June 30 will be carried over to the next school year.
 4. If the total days contributed by professional employees are less than 325 on September 1 (or the nearest working day), all names of pool participants shall be randomly selected until a total of 325 days has been reached. In the event that 325 days cannot be achieved due to low participation, all professional employees participating will have their names drawn once.
 5. When accumulated days of the pool permit, NEA-Salina shall, for the purpose of the drawing, strike the names of professional employees who contributed last year so that no participant must contribute a leave day successively for two years. In the event there are not enough participants contributing to the pool to have sufficient days for the pool, it will be necessary to draw from the names of professional employees who contributed the previous year.
 6. Professional employees whose names are drawn shall be notified by NEA-Salina and a list of those contributors submitted to the Human Resources Office for deduction of a day from the accumulated sick leave of each.
 7. Pool participants whose names are not drawn shall be notified by NEA-Salina.
- B. Any professional employee who has formally contributed to the pool is eligible to make application for illness or disability leave from the pool after he/she has exhausted all accumulated leave.
1. Application must be made on a form provided for that purpose and a copy submitted to NEA-Salina. Forms will be available from the personnel department.
 2. The professional employee who makes application for illness leave from the pool must have a serious or catastrophic illness or injury. All requests for sick leave pool hours will include a review of the employee’s past sick leave usage and must be approved by the Committee. The Committee reserves the right to request from the applicant additional information to support the purpose of the leave. The application must contain the signature of the physician giving care plus the recommendation that the professional employee must be absent from work due to the condition of his/her health. Such statement must be attached to the application.
 3. Days granted from the pool for illness/disability of a member of the professional employee's family shall require the family member have a serious or catastrophic illness or injury (family as per definition). A physician's written verification will be required.
 4. Employees who join the pool will continue participation for as long as they retain full-time employment with the district or until they notify NEA-Salina that they wish to cease membership. Employees who wish to discontinue membership in the pool must notify NEA-Salina in writing prior to September 1 each year.
 5. Professional employees shall be eligible to apply for days from the pool in accordance with the following schedule:

During Year of Service in USD #305	Maximum Number of Days that May Be Requested in One Contract Year
1st	4
2nd	6
3rd	8
4th	10
5th or beyond	12

6. Approval of application shall be made by NEA Salina.
7. Written notification of approval or other disposition of the application will be made by the applicant to NEA Salina.
8. All record keeping regarding the pool shall be maintained by the NEA Salina and reported to the Executive Director of HR.
9. As soon as the leave is approved by the NEA Salina, notification will be made to the Human Resources Office.
10. Professional employees receiving illness leave days from the pool are not obligated to "pay back" those days to the pool. It is the intent that such days are not lent but are granted to the individual.

11. After May 1, a professional employee participating in the Illness and Disability Pool who has exhausted the maximum number of days allowed from the pool may petition the President of NEA-Salina for up to five additional days. This is contingent on an adequate number of days remaining in the pool and medical certification of the professional employee's serious health condition or of a serious health condition in the professional employee's family. If additional days are granted, they will be granted after the end of the school year.

APPENDIX B: SABBATICAL

One-year sabbatical leave may be granted to one (1) to three (3) full-time professional employees per school year. Those professional employees on approved leave shall engage in professional study during the school term period that they would normally be employed by the BOE as professional employees under contract. A contractual agreement will be made between the professional employee and the BOE assuring a minimum of twenty (20) approved graduate hours to be completed during the period of the sabbatical leave. Failure to complete the mutually agreed graduate hours during leave time will obligate the professional employee to refund all money received while on leave to the BOE.

1. All professional employees with seven (7) years of service in the USD #305 who are fully certified to teach in Kansas are eligible for sabbatical leave.
2. All interested and eligible professional employees will submit the planned course of study to the Executive Director of Human Resources for prior approval before making application to the screening committee for sabbatical leave.
3. All applications for sabbatical leave should be submitted to the selection committee no later than January 15 of the year in which the fall term of the sabbatical year would occur. Comprehensive statements as defined in Section 4 of this article will be due within thirty (30) days after the initial application is submitted.
4. Comprehensive statements outlining the plans of the applicant for the sabbatical must be submitted to the selection committee. The statement will accompany the general information form that covers the applicant's professional preparation.
5. NEA Salina will be responsible for providing a committee to screen applications for sabbatical. Names of the professional employees selected by this committee will be submitted to the BOE for consideration and approval.
6. The screening committee will review each application and recommend to the BOE. The BOE will make its decision on these applications either within fifteen (15) days of their receipt or no later than March 1 of the school year prior to the period of the sabbatical leave.
7. As a condition for selection, sabbatical leave will improve the professional competence of the individual.
8. The recipient of the sabbatical will agree not to accumulate increment benefits for the year's leave but will receive the difference between the salary of the professional employee applying at the time of application and that of a new professional employee with no experience and a BA degree. This stipend will be paid in twelve (12) monthly installments.
9. The individual on leave will retain accumulated retirement and leave benefits.
10. Professional employees on leave will sign a written agreement to return to the USD #305 for a period of two (2) years following the expiration of the sabbatical (barring illness or injury). If the professional employee fails to abide by this agreement, any stipend received will be returned to the district within a two-year period beginning when the professional employee notifies the district of his/her desire not to return. The method of stipend recovery shall be monthly, semiannually, or annually. The amount of stipend to be recovered shall include the net salary paid to the professional employee and fixed costs such as but not limited to F.I.C.A., worker's compensation, and unemployment insurance payments. Terms of stipend recovery, including full costs and payment dates, shall be stipulated in a written agreement executed between the district and the professional employee.
11. All college credits earned during the leave will be applied to salary increase in accordance with the regulations as set forth in this agreement.
12. Every effort will be made to return the individual to the assignment he or she held prior to the leave or one of mutual benefit to both USD #305 and the professional employee. Professional employees returning from sabbatical are not guaranteed employment in any area for which they may be newly certified by their sabbatical studies.

APPENDIX C: USD #305 FAMILY AND MEDICAL LEAVE PLAN

A. DEFINITIONS from FMLA Regulations by US Department of Labor: Employee's spouse, son or daughter, or parent:

Spouse – husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in state where it is recognized.

Parent – biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents-in-law.

Son or daughter – biological, adopted, step, or foster child; a legal ward; or a child of a person standing in loco parentis who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that leave is to commence.

In loco parentis – including those with day-to-day responsibilities to care for and financially support a child. This would include grandparents who have taken in a grandchild and assumes ongoing responsibility for raising the child because the parents are incapable of providing care, or no longer living. Whether an employee stands in loco parentis to a child is a fact issue dependent on multiple factors. Courts have enumerated factors to be considered in determining in loco parentis status; these factors include:

- The age of the child;
- The degree to which the child is dependent on the person claiming to be standing in loco parentis;
- The amount of support, if any, provided, and
- The extent to which duties commonly associated with parenthood are exercised.

Employees of USD 305 are eligible for family and medical leaves of absence described herein if they have at least 12 months of service and have worked at least 1,250 hours within the preceding 12-month period.

An eligible employee may be able to take up to 12 weeks of unpaid leave during the period from July 1st through June 30th of each academic school year for the following reasons:

- The birth of a child of the employee or to care for a child within the first 12 months after birth;
- The placement of a child with the employee for adoption or foster care and to bond with and care for the child (within first 12 months after placement);
- To care for an immediate family member (spouse, child or parent of the employee) who has a serious health condition;
- For a serious health condition that prevents the employee from performing the functions of his/her position; or
- If the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child who is a member of the National Guard, military reserves, or the regular armed forces has been called to or is on active military duty or who is a member of the National Guard or military reserves and is called to active duty in a foreign country.

If the professional employee has any paid vacation, personal, sick or disability leave, the leave shall be used first and counted toward the annual family and medical leave.

B. MILITARY CAREGIVER LEAVE

In addition, an employee who is the spouse, parent, child, or next of kin of a current member of the National Guard, military reserves, or the regular armed forces, or within five (5) years of such member's separation from the armed forces, who was injured while on active duty, or who had a pre-existing serious injury or illness that was aggravated as a result of their active duty, may be eligible for up to 26 weeks of FMLA leave in a 12-month period, including the types of leave listed above.

C. NOTICE OF LEAVE

When requesting leave, the employee must:

- Supply sufficient information for USD 305 to be aware that the leave provided in this policy may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Provide notice of the need for leave at least 30 days in advance or as soon as practicable;
- Cooperate with all requests for information regarding whether absences qualify for the leave described in this policy;
- Attempt in good faith to schedule leave requests so as to minimize disruption to the academic environment.

Failure to comply may result in leave being delayed or denied.

D. INTERMITTENT LEAVE

When medically necessary, employees may take the leave provided in this policy intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are required to cooperate with USD 305 to arrange reduced work schedules or intermittent leave so as to minimize disruption of its academic functions.

Leave because of the birth or adoption of a child may not be taken intermittently and must be completed within the 12-month period beginning on the date of birth or placement of the child.

E. MEDICAL AND OTHER CERTIFICATIONS

Employees will be required to provide a medical certification if the leave request is: 1) for the employee's own serious health condition, 2) to care for a family member's serious health condition, or 3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined.

USD 305, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. USD 305 may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

F. FITNESS FOR DUTY CERTIFICATIONS

Because USD 305 wishes to ensure the well-being of all employees, any employee returning from the leave provided in this policy for his/her own serious health condition may be required to provide a Fitness for Duty (FFD) certification signed by his/her health care provider. An employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An employee who fails to provide an FFD certification may be disciplined or terminated.

FFD certifications may be required when an employee returns from intermittent leave if serious concerns exist regarding the employee's ability to resume his/her duties safely.

G. MAINTENANCE OF BENEFITS

USD 305 will maintain health care benefits for the employee while on the leave provided in this policy, but the employee is responsible for paying the normal monthly contribution. Any professional employee portion of the cost shall be paid by the professional employee to the clerk of the board by the payroll date or other time as he/she and superintendent/designee may agree. The board may terminate group health coverage if the professional employee's payment is not received within 30 days of the due date. If the employee elects not to return to work at the end of the leave period, the employee may be required to reimburse USD 305 for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

H. CONCURRENT LEAVE

Employees must use any accumulated and available leave benefits during the leave provided in this policy unless such leave is compensated, in whole or in part, under workers' compensation and other similar benefit laws and provisions, in which case the employee may use accumulated leave time only for the purpose of satisfying any waiting period, unless USD 305 and the employee agree, in writing, to allow use of accumulated and available leave benefits to supplement the compensation up to the amount of the employee's regular rate of pay. Absences in excess of accumulated and available leave benefits will be treated as unpaid leave.

I. MARRIED COUPLES WHO WORK FOR USD 305

If an employee and his/her spouse both work for USD 305, they are both eligible for the leave under this policy as hereinafter described. The employee and the employee spouse may be limited to a combined total of 12 weeks of leave during the period from July 1st through June 30th of each academic school year if the leave is taken for:

- The birth, adoption, or foster placement of a child;
- To care for and bond with such child who does not suffer from a serious health condition;
- To care for a parent with a serious health condition; or
- A combination of the above.

APPENDIX D: CERTIFIED SALARY SCHEDULE
2023-2024

	BACHELORS	BACHELORS plus 15 HOURS	MASTERS	MASTERS plus 10 HOURS	MASTERS plus 20 HOURS	MASTERS plus 30 HOURS	MASTERS plus 45 HOURS	MASTERS plus 60 HOURS
A	\$43,500	\$45,498	\$46,965	\$48,391	\$49,860	\$51,285	\$52,795	\$54,589
B	\$44,397	\$46,761	\$48,188	\$49,697	\$51,123	\$52,592	\$54,017	\$55,812
C	\$45,293	\$48,025	\$49,492	\$50,920	\$52,428	\$53,854	\$55,322	\$57,116
D	\$46,598	\$49,330	\$50,756	\$52,224	\$53,651	\$55,118	\$56,586	\$58,380
E	\$47,821	\$50,552	\$52,060	\$53,488	\$54,956	\$56,383	\$57,850	\$59,604
F	\$49,126	\$51,857	\$53,284	\$54,753	\$56,219	\$57,687	\$59,115	\$60,908
G	\$50,390	\$53,121	\$54,589	\$56,015	\$57,484	\$58,909	\$60,419	\$62,212
H	\$51,653	\$54,385	\$55,812	\$57,319	\$58,747	\$60,214	\$61,641	\$63,476
I	\$52,917	\$55,649	\$57,116	\$58,544	\$60,051	\$61,478	\$62,945	\$64,740
J		\$56,953	\$58,380	\$59,888	\$61,275	\$62,742	\$64,210	\$66,044
K			\$59,644	\$61,112	\$62,580	\$64,007	\$65,474	\$67,268
L			\$60,908	\$62,375	\$63,843	\$65,311	\$66,736	\$68,572
M			\$62,212	\$63,639	\$65,106	\$66,533	\$68,043	\$69,836
N						\$67,838	\$69,265	\$71,099
O						\$69,102	\$70,569	\$72,363

Please add to salary figures above longevity pay calculated according to the following scheduled:

In years 18-20 \$500

In years 25-28 \$1250

In years 33-36 \$2250

In years 21-24 \$750

In years 29-32 \$1750

In years 37 or more \$2750

APPENDIX E: SUPPLEMENTAL PAY SCHEDULE
2023 - 2024

BASE \$43,500

	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI	LEVEL VII	LEVEL VIII	LEVEL IX	LEVEL X	LEVEL XI
	0.17%	0.15%	0.11%	0.09%	0.07%	0.07%	0.06%	0.04%	0.04%	0.02%	0.02%
1	\$7,264	\$6,438	\$4,785	\$4,002	\$3,220	\$2,828	\$2,393	\$1,915	\$1,609	\$783	\$653
2	\$7,482	\$6,612	\$4,916	\$4,133	\$3,305	\$2,914	\$2,479	\$1,958	\$1,653	\$827	\$695
3	\$7,699	\$6,829	\$5,089	\$4,263	\$3,437	\$3,002	\$2,523	\$2,044	\$1,697	\$870	\$739
4	\$7,917	\$7,047	\$5,220	\$4,350	\$3,523	\$3,088	\$2,610	\$2,088	\$1,740	\$913	\$783
5	\$8,178	\$7,264	\$5,395	\$4,481	\$3,611	\$3,176	\$2,697	\$2,175	\$1,827	\$957	\$827

Supplemental Jobs By Pay Level

	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
	H.S. Basketball Head	Baseball, Head	H.S. Cross Country, Head	H.S. Basketball Assistant	H.S. Cheer Sponsor, Assistant	M.S. Basketball, Assistant	M.S. Cross Country, Assistant	M.S. Cheer Sponsor, Assistant	Junior Class Sponsor	H.S. Colorguard	Freshman Class Sponsor
	H.S. Football Head	H.S. Cheer Sponsor	H.S. Football, Head Assistant	H.S. Bowling, Head	Baseball, Assistant	H.S. Bowling, Assistant	M.S. Department Chairs	M.S. Concession Mgr., per season, fall/winter/spring	Scholars Bowl, M.S.		Honor Society
	Swimming Head, Combined Schools	Soccer, Head	Swimming, Assistant, Combined Schools	H.S. Department Chairs	H.S. Concession Mgr., per season fall/winter/spring	M.S. Cheer Sponsor	PDC President, Secretary, Vice President	Elementary Area Coordinators	Senior Class Sponsor		Sophomore Class Sponsor
	H.S. Track, Head, Combined Genders	Softball, Head	H.S. Track, Head Assistant	H.S. Dance Team	M.S. Cross Country, Head	H.S. Cross Country, Assistant	Robotics, H.S.	Library Media Coordinator	STUCO M.S.		
		H.S. Volleyball, Head		H.S. Football, Assistant	Debate, Assistant	M.S. Football, Assistant	STUCO H.S.	Nurse Coordinator	M.S. Tennis, Assistant		
		H.S. Wrestling, Head		M.S. Football, Head	Forensics, Assistant	Golf, Assistant	M.S. Tennis, Head	Social Work Coordinator	Unified Bowling, Assistant		
				M.S. Basketball, Head	Quiz Bowl Sponsor	H.S. Tennis, Assistant	Textbook Manager	M.S. Textbook Manager			
				Golf, Head	Softball, Assistant	Theatre Asst. (per semester)	M.S. Track Assistant				
				Soccer, Assistant	H.S. Track, Assistant	ESports, Head	M.S. Volleyball, Assistant				
				H.S. Tennis, Head	H.S. Volleyball, Assistant		M.S. Wrestling, Assistant				
				M.S. Track, Head Combined	M.S. Volleyball, Head		Unified Bowling, Head				
				Trainer – per season fall/winter/spring	M.S. Wrestling, Head						
				H.S. Wrestling, Assistant							

APPENDIX F: SCHOOL CALENDAR 2023-2024



www.usd305.com
Phone: 785.309.4700

First Day of School

Grades 1-5 (K Screening/Conference by Appt.): Friday, Aug. 11
 Grades 6 and 9: Friday, Aug. 11
 (No School Grades 7, 8, 10, 11, 12)
 Grades 1-12 (K and PreK Screening by Appt.): Monday, Aug. 14
 K-12 Attend (PreK Screening by Appt.): Tuesday, Aug. 15
 All Grades (PreK-12) Attend: Wednesday, Aug. 16

Hours

Elementary Schools (K-5): 8:30 a.m. - 3:25 p.m.
 Middle Schools (6-8): 7:45 a.m. - 2:40 p.m.
 High Schools (9-12): 7:45 a.m. - 2:40 p.m.

2023-2024 Calendar

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	<u>25</u>	26
27	28	29	30	31		

Aug. 2-3 New Certified Staff Report
 Aug. 4 Optional Staff Dev. Day
 Aug. 7-10 Teacher Staff Dev. or Workdays
 Aug. 11 First Day of School Gr. 1-5, 6 & 9
 (K Screening/Conference by Appt.)
 (No School Gr. 7, 8, 10, 11, 12)
 Aug. 14 Grades 1-12 (K and PreK Screening/Conference by Appt.)
 Aug. 15 K-12 Attend (PreK Screening/Conference by Appt.)
 Aug. 16 All Grades (PreK-12) Attend
 Aug. 25 No School/Inservice

September 2023

S	M	T	W	T	F	S
					1	2
3	<u>4</u>	5	6	7	8	9
10	11	12	13	<u>14</u>	<u>15</u>	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sept. 4 No School/Labor Day Recess
 Sept. 13, 14 All Grades Parent-Teacher Conf. (13 p.m. and 14 All Day)
 Sept. 14, 15 No School for All Grades

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	<u>13</u>	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Oct. 12 End of 1st Quarter
 Oct. 13 No School/Inservice/Teacher Workday
 Oct. 16 Start of 2nd Quarter

November 2023

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	<u>22</u>	<u>23</u>	<u>24</u>	25
26	27	28	29	30		

Nov. 22-24 Thanksgiving Recess

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	<u>20</u>	<u>21</u>	<u>22</u>	23
<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	30

Dec. 19 End of 2nd Quarter
 Dec. 20 No School/Teacher Workday
 Dec. 21-29 Winter Recess

January 2024

S	M	T	W	T	F	S
	<u>1</u>	<u>2</u>	<u>3</u>	4	5	6
7	8	9	10	11	12	13
14	<u>15</u>	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan. 1-2 Winter Recess
 Jan. 3 No School/Inservice
 Jan. 4 Classes Resume/Start of 3rd Quarter
 Jan. 15 No School

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	<u>8</u>	<u>9</u>	10
11	<u>12</u>	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Feb. 7, 8 All Grades Parent-Teacher Conf. (7 p.m. and 8 All Day)
 Feb. 8, 9 No School for All Grades
 Feb. 12 No School

March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	<u>8</u>	9
10	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	16
17	18	19	20	21	22	23
<u>24</u>	25	26	27	28	29	30

March 7 End of 3rd Quarter
 March 8 No School/Inservice/Teacher Workday
 March 11-15 Spring Recess
 March 18 Start of 4th Quarter

April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	<u>8</u>	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April 8 No School

May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	<u>23</u>	24	25
26	27	28	29	30	31	

May 19 Graduation
 May 22 Last Day for Students
 May 23 Last Day for Teachers
 May 27 Memorial Day

June 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	<u>17</u>	18	19	20	21	22
<u>23</u>	24	25	26	27	28	29

June 19 No Summer School/June/teenths

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 Mobile App: Salina Public Schools
 USD 305 Focus Newsletter: Sign up at www.usd305.com

Underline = No School All Students

Note: This calendar may be altered at the discretion of the Salina USD 305 Board of Education.

This document represents the efforts of the USD #305 Salina Board of Education and the NEA-Salina working cooperatively to reach mutual agreement on the 2022-2023 Negotiated Agreement to improve education in our school district.

Members of the 2023 - 2024 NEGOTIATIONS BARGAINING TEAMS included:

NEA-Salina
Negotiations Team

Jill Graff*
Angela Reese
Jennifer Svaty
Eryn Koons
Noah Wellbrock-Talley
Josh Massey

Board of Education
Negotiations Team

Gabe Grant
Jim Fletcher
Eryn Wright*
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