

2024-2025

# NEGOTIATED AGREEMENT

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USD 203 BOARD OF EDUCATION &  
PIPER TEACHERS' ASSOCIATION



## TABLE OF CONTENTS

ARTICLE	PAGE NUMBER
Management Rights Clause .....	1
Teacher Contract Year .....	1
Holidays And Vacation Days .....	1
Teacher Workdays .....	2
Duty Free Lunch .....	2
Instructional Planning Time .....	3
Committee Work Payment .....	4
Curriculum Work Payment .....	4
Professional Growth .....	4
Salary Schedule Advancement .....	5
Extra Duty Pay .....	6
Stipend .....	6
Supplemental Salary Schedule .....	7
Contract Extensions .....	8
Staff Shared Between Facilities .....	9
Grievance Procedure .....	9
Political Activities .....	11
Parent/Student Complaints .....	12
Disciplinary Actions .....	12
Probation .....	13
Suspension .....	13
Resignation .....	14
Exit Interview .....	15
Paid Leaves .....	15
Unpaid Leaves .....	17
Payment For Unused Sick Leave .....	18
Leave Donation .....	19
Staff Protection .....	19
Personal Injury Benefits .....	20
Non-Teaching Duties .....	20
Reimbursement For College Classes .....	20
Use Of Telephones .....	20
Compensation Guides And Contracts .....	21
Pay Periods And Payroll Deduction .....	21
Salary Schedule Notes .....	23
Reduction In Force .....	25
Regular Contract .....	26
Fringe Benefits .....	28
Salary Reduction Fringe Benefit Plan .....	28
School Calendar, Insurance, Operations Advisory Committee .....	29
Publishing Contract .....	29
Savings Clause .....	29
Voluntary 403b Retirement Program .....	29
Re-Opener .....	31
Duration .....	31
Appendix .....	32

## **MANAGEMENT RIGHTS CLAUSE**

It is understood and agreed that the Board retains those powers expressly granted to it by statute, including those necessarily implied, and that the statutes are to be strictly construed, including the right to make unilateral changes except as specifically limited by any provision contained within this agreement, including by way of example but not by way of limitation, exclusive right to manage and control the school district and property within the district; prescribing rules for student discipline and discipline control; recruiting, selecting for hire and staffing all newly created or vacant positions; fix and describe the duties to be performed by all persons in the public school service within the district; maintain schools and classes as provided by law; prescribe rules not inconsistent with the law or within the rules prescribed by the State Board of Education; assign, transfer or make job assignments to persons employed within the school district; establish and require promotional examinations and evaluation of certificated personnel employed within the school district; make final approval of curriculum and textbook selections; establish pupil discipline policy; to determine matters that may affect the welfare of the students; to reduce staff; to determine the starting and the quitting time; expend school funds and determine priorities for expenditures; to determine all matters relating to the definition of educational objectives; to determine the content of the courses and curricula and other aspects of the instructional program to the extent these matters are within the discretion of the public school employer or governing board within the law. It is agreed that these provisions do not supersede the provisions of the agreement and are specifically limited by such agreement. Any right reserved herein shall not be exercised without regard to the rights of employees as outlined in this agreement. It shall not be for the purpose of discriminating against any employee and shall not invalidate any provision included within this agreement.

The foregoing enumeration of school board rights and responsibilities is not intended to exclude other rights not enumerated herein. The only limitation on any right of the board shall be by law or by the express limitation by specific provision contained within this agreement.

## **TEACHER CONTRACT YEAR**

The teacher contract year shall consist of no more than 184 days for 2024-2025. Placement of inservice days shall be at the discretion of the board.

## **HOLIDAYS AND VACATION DAYS**

The board of education shall adopt the school calendar each year. The following vacation days/holidays will be included, with the minimum number of days as designated:

- Labor Day (if applicable)--one weekday
- Thanksgiving--three weekdays
- Winter Break--six weekdays or seven if January 2 falls on weekday  
(January 2 - if applicable)
- Martin Luther King Day--one weekday
- President's Day--one weekday
- Spring Break--five consecutive weekdays
- Memorial Day (if applicable)--one weekday

“Weekday” is defined as Monday through Friday. The board may assign more than the minimum number of days.

### **TEACHER WORKDAYS**

One-half (1/2) day workday for teachers will be scheduled at the end of each grading period, except that a full workday shall be scheduled at the end of the first semester. A minimum of one (1) teacher workday will be scheduled at the beginning of the school year, before the students' first day. No professional development work shall be scheduled on teacher work days.

### **TEACHER DUTY DAY**

The teacher duty day shall consist of a seven hour and 45 minute (7:45) block of time. The building principal shall set the beginning and ending times for the school day.

The teacher duty day shall be extended on occasion for a total of seven (7) hours per school year. At least two calendar weeks notice will be given prior to extending the school day. Extensions may not be made on holidays or weekends. The principal may schedule meetings for professional purposes, student assistance, Professional Learning Communities work, open house, back-to-school night, faculty meetings out side the duty day, or other events shall be counted as part of the seven hour extension.

### **DUTY FREE LUNCH**

Every teacher will be provided a duty free lunch period as follows:

- a. No less than 25 minutes including passing periods at the high school.
- b. No less than 25 minutes including one passing period at the middle school and elementary school.

- c. Any certified staff member not regularly receiving their scheduled lunch period will be compensated under the Lunchroom Supervisor supplemental contract with no additional required timesheet.

Teachers may agree to relinquish this time for paid lunchroom supervision.

### **INSTRUCTIONAL PLANNING TIME**

Professional employees with classroom responsibilities shall be provided time daily for conferences and instructional planning as shown below. This time shall be included within the framework of the student school day. Teachers shall be compensated at the rate of \$27.00 per hour to cover for loss of this time due to the teacher being assigned by the administration to cover for another teacher, or if the teacher's regular assignment does not allow for any or all of the allowed planning time. Teachers reserve the right to reject an assignment to cover another teacher's class during their plan. Elementary teachers that are assigned extra students in the case that a substitute teacher is not available will receive \$27.00 an hour.

1. Grades kindergarten through twelve--Minimum of one (1) thirty (30) minute block per day totaling no less than 225 minutes per week.
2. Building principals and/or instructional coaches may allocate at maximum 30% of teaching plan time based on the weekly negotiated plan time for Professional Learning Community work and any other topics in relationship to district and building goals. At least 1 weeks' notice will be provided for scheduling such work.

### Acceptable Uses of Time

1. Professional Learning Communities as outlined by the District PLC Strategy Implementation Guide answering Dufour's 4 Guiding Questions.
  - What do we want all students to know and be able to do?
  - How will we know if they learn it?
  - How will we respond when some students do not learn?
  - How will we extend the learning for students who are already proficient?
2. Grade level or subject area meeting with a purpose:
  - Curriculum design and alignment.
  - Developing interdisciplinary units of study
  - Assessment preparation
  - Analyzing student performance tasks
  - Meeting with itinerant and support staff on planning for modifications.

- MTSS Fidelity Checks
  - SIT Team Meetings/Problem-solving meetings for students needing assistance
  - Demonstrations of innovative ideas
  - Long-range planning
  - Technology support
  - Vertical plan time
3. Analyzing instructional strategies
  4. Work on or with state and federal mandates and/or assessments
  5. Transition meeting or planning
  6. KESA work
  7. Book studies
  8. Grading State Performance Based Assessments
  9. Any additional meetings arranged or approved by the building principal or superintendent/superintendent designee that are in alignment to district and building goals.

### **COMMITTEE WORK PAYMENT**

Service by teachers on any committee shall be on a voluntary basis. The board may pay for board or administrator initiated committee work outside of the school day or school year. If such pay is awarded, it shall be at the rate of \$20.00 per hour. If pay is not awarded, IDP credit may be awarded if all applicable conditions are met. Licensed staff, including all USD 203 special education and pre-kindergarten teachers, who participate in IEP meetings outside the workday, or participate in I.D.L.P./E.S.O.L. meetings outside of the workday will receive \$20.00 per meeting attended. The administration may pre-approve a payment of \$20.00 per IEP/ I.D.L.P./E.S.O.L. for time spent outside to workday for IEP/I.D.L.P. development.

### **CURRICULUM WORK PAYMENT**

There shall be a pool of 100 hours available for paid curriculum work, with no more than 20 hours allotted to each project. Work shall be paid at the rate of \$20.00 per hour. Curriculum work must be approved by the building principal and Director of Teaching and Learning through an application process.

### **PROFESSIONAL GROWTH**

Unified School District 203 encourages and expects each certified staff member to continue professional growth throughout his/her period of service.

Regular participation in professional development seminars, sessions and workshops is required of all certified staff members. Participation opportunities will be provided at the district level, the building level, and the individual level.

Each staff member will plan his/her program participation in advance and will record personal professional development goals on the district Appendix B- Individual Professional Development Plan (IPDP). A record of these goals will be kept in his/her personnel file.

The principal and superintendent, or his/her designee, will approve requests for professional leave. Certified staff members are encouraged to participate in, and request points through, the USD 203 Professional Development Program. Points may be awarded for two purposes: recertification/relicensure, or advancement on the salary schedule. The following article applies only to advancement on the salary schedule, not recertification/relicensure.

### **SALARY SCHEDULE ADVANCEMENT**

Teachers may advance horizontally on the salary schedule using college credit hours, or a combination of professional development points/**continuing education units (CEUs)** and college credit hours. Each twenty (20) approved professional development points **or CEUs** will equal one college credit hour for advancement on the salary schedule. College credit hours must account for one-half (1/2) of the credit hours necessary to change salary levels.

The following guidelines apply to all professional development points **or CEUs** eligible for application toward salary schedule advancement:

1. A request for participation in a professional development activity must be **approved in advance**.
2. The training must **occur outside the certified staff member's regular contract day, unless converted to college credit**.
3. The requested training must **directly align with one or more of the certified staff member's professional development goals from his/her IPDP**.
4. The employee will **provide information describing the application** of the new knowledge or skills in the classroom **and/or** the expected **impact** for students.
5. Points that may be applied:
  - \*PDC Approved Knowledge Level Activities**
  - \*\*PDC Approved Application Level Activities**
  - \*\*\*PDC Approved Impact Level Activities**

Teachers on the Sp./Dr. Level will receive an amount equal to the difference between the first steps of the Sp./Dr. And the immediately preceding level for

each fifteen (15) college hours, or a combination of professional development approved points/CEUs and college hours.

All certified staff members will attend professional development sessions unless excused by the superintendent or his/her designee. Professional development activities may utilize all or a portion of a contract day or staff meeting.

\*See accompanying page for explanation

	<b>Recertification/Relicensure (Any PDC Approved Hours)</b>	<b>Salary Advancement (Limited to PDC Approved Hours Outside the Contract Day)</b>
*Knowledge Level Activities	1 hour = 1 Recertification Point	1 Knowledge Hour = 1 Salary Advancement Point
**Application Level Activities	1 hour = 2 Recertification Points	1 Application Hour = 1 Salary Advancement Point
***Impact Level Activities	1 hour = 3 Recertification Points	1 Application Hour = 1 Salary Advancement Point

**EXTRA DUTY PAY**

Pay for extra duty shall be at the rate of \$20.00 per hour. Payment for extra duty will be made only if such duty is approved in advance by the appropriate administrator, or the person having administrative control in the case of a late assignment. \* See “Extra Duty Pay” form in appendix.

**STIPEND**

A one-time stipend of \$500 will be paid to staff serving on the District Accreditation Team and non-department heads serving on Building Leadership Teams.

A one-time stipend of \$250 will be paid to staff serving as mentors for first year teachers.

A one-time stipend of \$2,000 will be paid to Crisis Prevention Intervention Trainers.

A one-time stipend of \$1,500 will be paid for Tech Integration at each K-12 building.

All stipends will be paid after May 31 and the amount is subject to taxes and KPERs withholdings.



**SUPPLEMENTAL SALARY SCHEDULE**

<b>High School Head Coach</b>		<b>High School Assistant Coach</b>	
Football	0.123	Football	0.090
Basketball	0.123	Basketball	0.090
Golf	0.117	Golf	0.064
Baseball	0.117	Baseball	0.075
Track	0.117	Track	0.078
Volleyball	0.119	Volleyball	0.079
Wrestling	0.122	Wrestling	0.082
Softball	0.117	Softball	0.075
Soccer	0.119	Soccer	0.078
Cross-Country	0.094	Cross-Country	0.061
Bowling	0.080	Bowling	0.052
Swimming	0.117	Swimming	0.073
Tennis	0.117	Tennis	0.064
<b>Middle School Head Coach</b>		<b>Middle School Asst. Coach</b>	
All Sports	0.080	All Sports	0.057
<b>Activity and Other Assignments</b>		<b>Longevity Scale</b>	
HS Academy Leaders	0.075	1	
Cheerleading – HS Head	0.150	2	
Cheerleading – HS Asst.	0.120	3	
Cheerleading – MS Head	0.080	4	
Cheerleading – MS Asst.	0.057	5	
Culinary Team	0.050	6	\$50,000
Dance Team – Head	0.110	7	\$50,780
Dance Team – Asst.	0.050	8	\$51,560
Debate - Head	0.075	9	\$52,340
Debate – Asst.	0.050	10	\$53,120
DECA (HS)	0.037	11	\$53,900
Department Head	0.050	12	\$54,680
Detentions (sem.)	0.023	13	\$55,460
Drama – HS Head	0.110	14	\$56,240
Drama – HS Asst.	0.030	15	\$57,020
Drama – MS Head (Max 2 plays)	0.050	16	\$57,800
Drama – MS Asst.	0.023	17	\$58,580
FCCLA (MS)	0.030	18	\$59,360
FCCLA (HS)	0.037		
Forensics – Head	0.075	<ol style="list-style-type: none"> <li>The decimal factor is to be applied to the appropriate step.</li> <li>Each step represents one year of experience.</li> <li>Incoming coaches shall be placed no higher than level 12. The allowable initial placement shall</li> </ol>	
Forensics – Asst.	0.042		
HOSA (HS)	0.037		
Inst. Music (HS/MS)	0.150		
Inst. Music (Elementary)	0.110		
Jr. Class Sponsor	0.044		
Key Club	0.037		
Lunchroom Supervisor	0.062		

KESA/QPA Chair	0.063		increase by one level per year until reaching level 18.
Mock Trial (HS)	0.037		
NHS (HS & MS)	0.037		4. Coaches/Sponsors moving from HS to MS in the same activity will keep the same placement.
PDC Chair	0.082		
PDC Member (2/School)	0.040		5. The longevity scale will be adjusted annually to reflect the new base.
Reading/Math Cadre	0.082		
Robotics (HS) – Head	0.080		** Supplemental contracts are paid out in one of three options, as determined by employee: 1. One payment at the conclusion of the sport. 2. Salary divided into two payments. One half salary will be paid halfway through the sport and the balance will be paid at the conclusion of the sport. 3. Twenty-four (24) substantially equal payments.  Notification is to be made to the district office in writing no later than September 1. If notification is not made by the deadline salary will be divided into two payments as stated in option 2
Robotics (HS) – Asst.	0.037		
Robotics (MS) – Head	0.037		
Robotics (Elem) – Head	0.037		
Scholars Bowl - Head	0.068		
Scholars Bowl - Asst.	0.037		
Senior Class Sponsor	0.044		
Speech/Debate Honor Society	0.037		
Stagecraft	0.046		
STUCO – HS	0.080		
STUCO – MS	0.045		
Tri-M	0.037		
Vocal Music – HS	0.090		
Vocal Music – MS	0.030		
Vocal Music – Elementary	0.030		
Newspaper – HS	0.048		
Yearbook – HS	0.048		
Yearbook – MS	0.037		
Yearbook – Elementary (Up to 3 staff members paid individually)	0.018		
PHS Student Teacher Referral Program (STAR)	0.100		

**CONTRACT EXTENSIONS**

Staff in the following positions shall be assigned additional contract days as indicated below. The placement of these days shall be made by the principal after consultation with the staff member and shall be compensated at the same daily rate as regular contract days.

- Elementary School Counselors – 8 additional days
- Middle School Counselors – 14 additional days
- High School Counselors – 20 additional days (15 allocated at the beginning and end of the school year and 5 days flexed during the school year)
- Instructional Coaches – 10 additional days
- Library Media Specialists – 8 additional days
- School Psychologists – 8 additional days
- Mental Health Professionals – 8 additional days

## **STAFF SHARED BETWEEN FACILITIES**

Staff members who have duties at more than one facility are entitled to:

1. Receive compensation for mileage, at the state-established rate, for travel among all Piper school sites as assigned.
2. Have an assigned planning time at the facility where the staff member has the greatest responsibility.

These shared staff members are encouraged to participate as fully as possible in staff development activities, curriculum activities and faculty meetings at all assigned buildings. The board recognizes that it is not practical for shared staff members to attend all activities and meetings at all assigned buildings.

## **GRIEVANCE PROCEDURE**

The purpose of this policy is to provide for the orderly disposition of grievances for professional employees of Unified School District #203 of the State of Kansas.

1. A grievance shall be understood to be an alleged violation of the negotiated agreement.
2. To the extent possible, a grievance shall be settled as rapidly as possible according to the following procedures:

Level One: The aggrieved professional employee shall first discuss the grievance with his/her principal or immediate supervisor in an informal conference. Those present at the level one informal conference will be the principal or assistant principal and the grievant.

Level Two: If the aggrieved professional employee is not satisfied with the disposition of the grievance after the completion of level one, a formal written grievance may be filed with the principal or immediate supervisor within five (5) school days after the completion of level one, on a form provided by the board of education. Within ten (10) school days after the receipt of the written formal grievance by the principal, the principal shall meet the aggrieved professional employee in an effort to resolve the grievance at this level.

Level Three: If the aggrieved professional employee is dissatisfied with the disposition of the grievance at level two, the grievance may be filed with the superintendent or his/her designee within five (5) school days after the completion of level two. Within ten (10) school days after the receipt of the written grievance by the superintendent, the superintendent or his/her

designee shall meet with the aggrieved professional employee in an effort to resolve the grievance. The superintendent shall submit a decision in writing to the aggrieved professional employee within ten (10) school days after the completion of the level three meeting.

Level Four: If the aggrieved professional employee is dissatisfied with the disposition of level three, the employee may appeal the grievance to the board of education within ten (10) school days after the completion of level three. The grievance shall be submitted in writing and sent to the clerk of the board of education. The board as a whole may choose to hear the grievance, or may appoint a hearing officer to hear the grievance and make a recommendation to the board. In either case, the board will render a decision on the grievance within thirty (30) days of the clerk's receipt of the grievance, such decision becoming the final disposition of the grievance.

3. In all steps provided herein the following rules will apply:
  - a. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
  - b. All grievance hearings shall be confidential.
  - c. All discussions and hearings shall be conducted at times other than when school is in session.
  - d. Included in the grievance at all levels beyond the informal conference, level one, shall be a statement in writing which shall be reasonably specific as to the nature of the complaint. The grievant shall, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act, and the names and addresses of any witnesses thereto. The specific violation of the negotiated agreement shall be cited in the written grievance.
  - e. All grievances shall begin at the lowest level capable of giving relief.
  - f. Upon final determination of the grievance the documents, communications, and records relating thereto shall be destroyed, upon agreement of the grievant and the board of education, except when required to be kept by law.

- g. Beyond level one, the grievant may be represented by a person of his/her choice. Should the grievant wish to have another person present, the grievant shall notify the appropriate administrator five (5) days before the scheduled hearing of the name and position or function of the other person.
- h. All grievances shall be initiated within thirty (30) days of the alleged event or act giving rise to the grievance.

\* See "Grievance" form in appendix.

### **POLITICAL ACTIVITIES**

The board believes that it is in the best interest of the district and the community for staff members to participate in the political process.

A staff member who intends to become a candidate for political office should notify the superintendent within five (5) days of the date on which the declaration of candidacy is filed.

A staff member who becomes a candidate for public office may apply to the board for a leave of absence without pay for the purpose of conducting his/her campaign. Leave may not be granted if the board determines that the educational program or administrative functions will not be performed as contracted.

A staff member who is elected or appointed to a public office which the board, in its discretion, deems to be a full-time office may be required to terminate his/her employment with the district.

A staff member holding public office which is determined by the board to be less than full time in nature must make prior arrangements at least one week in advance with the superintendent for political leave of absence from his/her school duties when it is necessary to be absent from school to carry out the function of the political duties.

### **Politics in the Schools**

Staff members shall not use school time or school property for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue.

## **PARENT/STUDENT COMPLAINTS**

Teachers will be notified within one week of substantive complaints made against them to any administrator or board member.

## **DISCIPLINARY ACTIONS**

It is agreed by both parties that disciplinary actions may be taken by administrators on their own initiative. Such actions will be administered in a prompt, fair and equitable manner with the rights as set forth in this agreement and by the laws of the State of Kansas.

In situations where the facts warrant, disciplinary action shall first consist of oral admonitions of warning and caution in an attempt to provide constructive discipline. If, in the opinion of the administrator, the oral admonition of warning or caution fails to remedy the situation, further disciplinary action may be taken consistent with this agreement and the laws of the State of Kansas.

In disciplinary action by administrators, other than the oral admonition of warning or caution, where the facts warrant, the following guidelines will be used:

1. Written material shall not be placed in an employee's file until an employee has had an opportunity to read such material and has indicated such by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. Should the employee refuse to sign a notation to this effect, such refusal shall be noted on the document and it shall be filed.
2. The employee shall be provided a copy of the written material to be placed in the employee's file. The employee may file a response to this material within thirty (30) calendar days of his/her receipt of such material.
3. The written material presented by both parties shall refer only to specific instances, shall be based upon reasonable ground and shall be conducted by private communication unless otherwise requested by the employee.
4. The employee may consult with his/her representatives and receive help, advice or assistance in preparing the written response.
5. All materials placed in the employee's file concerning disciplinary actions shall, at the employee's request, be made available for inspection in the presence of persons responsible for keeping the files.

No penalties such as assignment to non-professional tasks, disapproval of leave request, or arbitrary and unreasonable changes in assignment will be used as disciplinary measures.

If an employee feels that the disciplinary action taken by the administrator is unfair or unjust, he/she may file a grievance as provided by this agreement, provided that nothing contained herein shall restrict or refrain from permitting the board from suspending or removing said employee from employment as permitted by law.

Four years from the conclusion of the disciplinary action, the employee may make written application to the board to have all written materials concerning the action removed from his/her personnel file. The written materials shall be removed and returned to the employee within ten (10) working days upon agreement of the employee and the board of education, providing such records are not required to be kept by law.

### **PROBATION**

The authority to recommend to the board that a certified staff member be placed on probation for just cause is delegated to the superintendent of schools or his/her designated representative. The board, after hearing the superintendent's recommendation for probation and after evaluating evidence gathered by the administrative staff, may place a certified staff member on probation. The term of probation will be established by the board, but in no event shall probation extend beyond a two-calendar year period without the board first reviewing all pertinent evidence pertaining to the probation including a report by the superintendent on the progress of the certified staff member to meet the conditions of probation. The salary of a certified staff member placed on probation shall be frozen for the term of the probation.

All conditions of probation shall be reduced to writing. One copy shall be given to the employee, and one copy shall be placed in the employee's personnel file. Failure by an employee to meet the conditions of probation may result in nonrenewal or termination of the employee contract.

### **SUSPENSION**

The superintendent shall have the authority to suspend an employee until the suspension is resolved by board action at the next regular or special meeting of the board.

The superintendent may suspend an employee for any one or more of the following reasons: alleged violation of board policy, rule or regulation; the filing

of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other just cause.

An employee may be suspended with pay. If the suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing before the board. Said hearing shall determine whether the suspension shall be with or without pay and whether the employee will be terminated.

A negotiated agreement or any applicable grievance policy may provide the procedures for the teacher to obtain such a hearing and may have a time precedence over such a board determination.

### **RESIGNATION**

The District will accept resignations for the succeeding school year without restriction if tendered on or before the date designated in K.S.A 72-5437. All contracts shall be binding on the teacher until the teacher has been legally discharged from his or her teaching contract. Resignations tendered after the date designated in K.S.A. 72-5437 will be accepted when the resignation is deemed to be in the best interests of the district and when such resignations are accompanied by full payment for any applicable liquidated damages. Unless waived by the Board of Education, no resignations will be accepted after the date designated in K.S.A. 72-5437 unless this condition has been met. The resignation or request to be released from a new contract or a continued contract must be accompanied by check, made payable to "Piper USD 203," in the amount corresponding to the dates and amounts listed below.

Resignation Statutory Deadline – June 30	\$750
Resignation July 1 – July 31	\$1,500
August 1 and after	\$2,000

Liquidated damages for breaking the contract must be paid prior to the teacher being released from his/her contract.

Employees who are forced to resign because of a spouse's transfer or change of employment and relocation which makes commuting to work impossible shall be released and the resignation fee waived. Employees who are dealing with a personal serious medical condition or the serious medical condition of an immediate family member shall be released and the resignation fee waived. A teacher who meets the above requirements will be released from his or her contract. The board agrees that no action will be taken against the teacher



with regard to the resignation. In this case, the waiver of the amount is contingent upon two items:

1. The Director of Human Resources has been notified, in writing, of the impending resignation or the possibility of an impending resignation at least 30 days in advance of the written resignation where practicable and;
2. When applicable, the employee provides the Director of Human Resources with a letter from the spouse's employer in which the employer acknowledges the spouse's job relocation. The letter from the spouse's employer should be submitted prior to or at the same time the employee's letter or resignation is submitted.

### **EXIT INTERVIEW**

Employees leaving the district shall complete an electronic exit interview questionnaire prior to their last day of employment to share their employment experiences. Employees may request a one-on-one in-person interview with the Director of Human Resources. Employees are encouraged to provide candid comments and suggestions, which can help to improve future District employee relations and ultimately make USD 203 a better place to work.

### **PAID LEAVES**

Each full time certified employee shall be granted a total of fifteen (15) days of discretionary paid leave each year. Each part time certified employee shall be granted a total of eight (8) days of discretionary paid leave each year. This leave may accumulate to a total of one hundred (100) days including (not in addition to) the current year. All discretionary and chargeable bereavement leave will be deducted from the teacher's accumulated paid leave. Leave for the current year shall be credited on the first day of the contract year in which the employee works.

1. Planned leave may not be taken on the day of, the day before, or the day after a holiday, teacher workday or professional development day. The superintendent may waive this provision for personal or family situations.
2. Planned leave may not be taken during the first or last ten (10) student attendance days of the school year unless waived by the superintendent. The superintendent may refuse to grant the leave if sufficient substitutes are not available. Approval will be granted in order of application, and such approval may not be later rescinded. Reasons for the denial will be provided the applicant in writing.

3. BEREAVEMENT LEAVE: Employees may use up to three (3) days of Bereavement Leave on the occasion of a death in the professional employee's Immediate Family (defined as: father, mother, stepparents, in-laws, grandparents, children, stepchildren, foster children, grandchildren, siblings, spouse, or life-partner). An additional two (2) days shall be given for the loss of a spouse or child for a total of five (5) days. Use of Bereavement Leave in excess of the allotted amount per instance shall be charged to the employee's accumulated discretionary leave. Appeals to use this benefit can be made to the superintendent.
4. PROFESSIONAL LEAVE: A teacher may be granted non-chargeable leave to pursue professionally related activities upon request to and approval of the building principal and then the superintendent or his/her designee. The request for professional leave must be made in writing and must include the cost to the district including the cost of a substitute if required. Approval or denial of the request will be based on reasonable benefit to the district. A teacher who has attended a professional meeting at the request of the administration will remain eligible to request professional leave as provided above. Procedures for requesting professional leave are as follows:
  - a. A written request along with an explanation of the event to be attended should be submitted to the building principal.
  - b. Providing the request is approved by the principal, it is then submitted to the superintendent for consideration.
  - c. The employee is notified in writing of whether the request was approved or disapproved.
5. JURY DUTY: USD 203 encourages employees to fulfill their civic responsibilities by serving jury duty when required. While an employee is serving jury duty, they will be paid their normal rate of pay for the time they are absent. If jury service exceeds five (5) working days employees must submit the jury payment to the district and retain the mileage portion. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor can make arrangements to accommodate their absence. Employees are still expected to report to work whenever the court schedule permits. Either USD 203 or the employee may request for the employee to be excused from jury duty if, in USD 203's judgment, the employee's absence would create serious operational difficulties. USD 203 will continue to provide health insurance benefits for the full term of the jury duty absence.

6. The minimum deduction for chargeable leave shall be one-quarter (1/4) day.
7. The Piper Teachers Association shall be granted two days of leave to be used at the discretion of the Association.

### **UNPAID LEAVES**

Teachers may request leaves for the following:

1. LEGAL LEAVES--A teacher may be granted a legal leave. Legal leave shall include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body. Payment for this leave will be at the discretion of the board. Approval for pay may not be unreasonably withheld.
2. RELIGIOUS LEAVE--Leaves of absence without pay may be granted for participating in religious activities. Request for religious leave without pay must be made to the superintendent at least five (5) school days prior to the first day of such requested leave. Such leave may be granted by the superintendent, but such leave shall not exceed two (2) school days per teacher per school year. Such request for religious leave shall be in writing and shall fully explain the time and date for such leave.
3. SABBATICALS--No sabbatical leave shall be granted with pay. Sabbatical leaves without pay may be granted at the discretion of the board.

Any employee desiring a sabbatical leave shall file written application with his principal or supervisor at least ninety (90) days prior to the first day of the requested leave. Such application shall be in writing and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why said leave will be of benefit to the school district. The superintendent shall present said request to the board at its next regular or special meeting together with his/her recommendation.

No sabbatical leave will be granted for a period longer than one school year. The employee receiving a sabbatical leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions during the period of such leaves, except that the leave shall be without pay.

4. EXCHANGE TEACHING--All leaves of exchange teaching shall be granted at the discretion of the board.

Any employee desiring a leave for the purpose of teaching in another school district shall file written application with his/her principal at least ninety (90) days prior to the first day of the requested leave. Such application shall be in writing and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reason why said leave will be of benefit to the school district. The superintendent shall present said request to the board at its next regular or special meeting together with his/her recommendations.

No exchange teaching leave shall be granted for a period longer than one semester. The employee receiving such a leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions during the period of such leave. Such leave shall not be granted unless and until the questions as to which school district shall pay the salary of such teacher, and other employment obligations have been resolved in a written agreement between the school districts concerned.

#### **PAYMENT FOR UNUSED SICK LEAVE**

Teachers shall be eligible for payment of unused sick leave in accordance with the following:

1. If a teacher has an accumulation of between sixty-six (66) and one hundred (100) days at the end of any school year, he/she may request payment for any or all accumulated leave days over sixty-five (65). Such payment shall be made in accordance with the following:
  - a. Payment shall be at 90% of the substitute rate in effect at the time of the request.
  - b. Payment will be automatically issued for unused leave beyond 100 days on the last pay period of the contract.
  - c. Upon resignation, teachers will be eligible for payment of unused sick leave after an eight (8) year period of employment in the district.
2. Upon retirement from USD 203, a teacher may be paid for unused discretionary days based on the following formula. Days 1-50 will be paid at 90% of the substitute rate in effect at the time. Days 51-100 will be paid at 100% of the substitute rate in effect at the time.
  - 1-3 Years of Service: 25% of unused discretionary days
  - 4-6 Years of Service: 50% of unused discretionary days

- 7-9 Years of Service: 75% of unused sick discretionary days
  - 10+ Years of Service: 100% of unused discretionary days
3. In the event of the death of a teacher while under contract to USD 203, payment will be made for accumulated sick leave to the beneficiary(ies) designated on KPERS 7 and/or 99 forms. Such payment shall be as specified in paragraph (2) above. Payment will be made as a separate check in June.

### **LEAVE DONATION**

PURPOSE: The purpose of leave donation is to provide additional temporary leave assistance, during the contract year only, for the teacher who has exhausted all of his/her accumulated leave and experiences a catastrophic life event, emergency illness, or other circumstances beyond the control of the employee.

MEMBERS: Any teacher wishing to participate may donate as many unused leave days as they wish at any time during the current contract year. Once days are donated, they cannot be withdrawn.

APPLICATIONS: Application for leave days will be made after the applicant's balance of accumulated leave is depleted and the teacher has returned to work. The application must be made to the Piper Teacher's Association president within a week of the teacher returning to work. Upon the Superintendent approving leave donation, the Association will collect donated leave for up to two weeks. More leave than was used may not be donated. The district will not calculate payroll deduction for additional leave until the Association has completed donation collection.

### **STAFF PROTECTION**

Each teacher bears primary responsibility for maintaining proper control and discipline in the classroom. A teacher may use reasonable force as necessary to ward off attack, to protect another person, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects. All disciplinary actions and methods invoked by teachers shall be reasonable and just in accordance with established board policy. The board and administration recognize responsibility in supporting teachers in the maintenance of appropriate control and discipline in the classroom. Teachers will be notified within three calendar days of both implicit and explicit threats made against them to any administrator or board member. Each teacher is responsible for reporting to the building principal the name of any student who is

in apparent need of attention by specialized personnel. Principals shall be expected to advise teachers of the disposition of such reports.

### **PERSONAL INJURY BENEFITS**

Whenever a teacher is absent from school because of personal injury resulting from an assault occurring on school property or at a school-sponsored event and suffered in relation to the performance of a responsibility or assigned duty, the teacher will be paid full salary less the amount of any worker's compensation or disability insurance received due to such injury until the termination of the employment contract or the end of the school year, whichever occurs first. No part of such covered absence will be chargeable to annual sick leave. The board shall, however, have the right to have the teacher examined by a physician designated by the board for the purpose of establishing the length of time the teacher may be absent, and the board shall make its decision on the basis of the professional opinion of said physician. The board, in its discretion and upon investigation of all facts of the incident, shall provide such support as is statutorily permissible for any assault upon a teacher acting in the discharge of official school duties.

### **NON-TEACHING DUTIES**

Teachers will be encouraged by the association to participate in civic organizations and support the school by being in attendance frequently at the extracurricular programs.

### **REIMBURSEMENT FOR COLLEGE CLASSES**

The board will pay or reimburse tuition costs for any courses which the board requires or requests that a teacher take. Such request or requirement of the board shall be written and shall be specific as to courses and costs.

### **USE OF TELEPHONES**

Use of telephones for personal reasons should be avoided as much as possible unless for emergency reasons. Long distance phone calls are to be approved by the building principal before the call is made. If the long distance call is approved, a record form is to be completed by the teacher. A copy of this record will be kept by the school secretary and one copy will be sent to the district office. The cost of any personal long distance calls will be reimbursed to the district by the employee making the call.

## **COMPENSATION GUIDES AND CONTRACTS**

Teachers must file up-to-date college transcripts, physical examination forms, retirement forms, teaching certificates, withholding information and section 125 benefit selection forms in the superintendent's office before any paycheck is issued.

Teachers who have completed work since their transcripts were filed should see that this additional work is recorded in the superintendent's office by September 1. Before the next level on the salary schedule is attained, all transcripts showing this advancement must be on file on or before September 1. If it is not possible to obtain a transcript update by September 1, a grade report or statement on official letterhead will be accepted.

## **PAY PERIODS AND PAYROLL DEDUCTION**

Paychecks will be issued on the 15th and last working day of each month. The first pay period of the contractual year will be August 31 for all certified employees. On those occasions when a payday falls on a non-working day, teachers will receive their paychecks on the last regular working day prior to the non-working day.

The payroll checks of all teachers new to the district will be deposited to the individual accounts of each teacher through the direct deposit program provided by the district. Teachers new to the district must complete the necessary paperwork on or before their first day of employment. It is understood that a "pre-note" transaction is required prior to the first deposit transaction. The pre-note transaction will take place on the first possible payroll after the direct deposit paperwork has been provided to the business office.

Teachers wishing to receive a summer lump sum payment shall make a one-time request that will remain in effect until said employee makes a request to withdraw the lump sum payment option.

Only those salary deductions authorized by law or by board of education policy will be permitted. The superintendent or designated representative will develop forms which supply the information necessary to make approved salary deductions. All requests for salary deductions must be submitted to the superintendent during the enrollment periods established by the board.

The board shall provide teachers the opportunity to participate in a tax-sheltered annuity plan as provided by applicable Kansas statutes and consistent with regulations established by the district. The board will not provide this service for any new company enrolling fewer than five (5) employees. Contributions to tax-sheltered annuities shall be remitted to companies on a semi-monthly basis, providing the company is willing to bill on that basis.

## 24-25 Certified Salary Schedule

	1	2	3	4	5	6	7	8	9	10
	BS/BA	BA +9	BA +18	BA +30	MS/MA	MA +15	MA +30	MA +45	MA +60	SP/DR
6	50,000	50,705	51,410	52,115	57,320	58,425	59,130	59,835	60,540	61,245
7	50,780	51,485	52,190	52,895	58,100	59,205	59,910	60,615	61,320	62,025
8	51,560	52,265	52,970	53,675	58,880	59,985	60,690	61,395	62,100	62,805
9	52,340	53,045	53,750	54,455	59,660	60,765	61,470	62,175	62,880	63,585
10	53,120	53,825	54,530	55,235	60,440	61,545	62,250	62,955	63,660	64,365
11	53,900	54,605	55,310	56,015	61,220	62,325	63,030	63,735	64,440	65,145
12	54,680	55,385	56,090	56,795	62,000	63,105	63,810	64,515	65,220	65,925
13	55,460	56,165	56,870	57,575	62,780	63,885	64,590	65,295	66,000	66,705
14		56,945	57,650	58,355	63,560	64,665	65,370	66,075	66,780	67,485
15		57,725	58,430	59,135	64,340	65,445	66,150	66,855	67,560	68,265
16		58,505	59,210	59,915	65,120	66,225	66,930	67,635	68,340	69,045
17		59,285	59,990	60,695	65,900	67,005	67,710	68,415	69,120	69,825
18		60,065	60,770	61,475	66,680	67,785	68,490	69,195	69,900	70,605
19			61,550	62,255	67,460	68,565	69,270	69,975	70,680	71,385
20			62,330	63,035	68,240	69,345	70,050	70,755	71,460	72,165
21			63,110	63,815	69,020	70,125	70,830	71,535	72,240	72,945
22				64,595	69,800	70,905	71,610	72,315	73,020	73,725
23				65,375	70,580	71,685	72,390	73,095	73,800	74,505
24				66,155	71,360	72,465	73,170	73,875	74,580	75,285
25				66,935	72,140	73,245	73,950	74,655	75,360	76,065
26				67,715	72,920	74,025	74,730	75,435	76,140	76,845
27				68,495	73,700	74,805	75,510	76,215	76,920	77,625
28				69,275	74,480	75,585	76,290	76,995	77,700	78,405
29					75,260	76,365	77,070	77,775	78,480	79,185
30					76,040	77,145	77,850	78,555	79,260	79,965
31					76,820	77,925	78,630	79,335	80,040	80,745
32					77,600	78,705	79,410	80,115	80,820	81,525
33					78,380	79,485	80,190	80,895	81,600	82,305
34					79,160	80,265	80,970	81,675	82,380	83,085
35					79,940	81,045	81,750	82,455	83,160	83,865
36					80,720	81,825	82,530	83,235	83,940	84,645
37					81,500	82,605	83,310	84,015	84,720	85,425
38					82,280	83,385	84,090	84,795	85,500	86,205
39					83,060	84,165	84,870	85,575	86,280	86,985
40					83,840	84,945	85,650	86,355	87,060	87,765



## **SALARY SCHEDULE NOTES**

1. Teachers shall receive a one-time additional payment of \$750 upon movement from the BS+30 to the MS level. Payment shall be made in a separate check in September.
2. A one-time additional payment of \$750 shall be made to any teacher attaining National Board Certification.
3. The district shall pay the entire amount of premium per month per teacher to cover a full single health insurance plan selected by the board. Cash in lieu of this benefit is not allowed.
4. College hours used for advancement on the salary schedule must be semester graduate hours in the teacher's assigned teaching field or in the field of education and must be earned after the date of the relevant degree. Hours must be earned from a college or university which is accredited by at least one regional accrediting agency. College hours not meeting these criteria must be approved in advance by the superintendent in order to be used for advancement. If hours are not approved, an explanation will be given by the superintendent. Hours are defined as semester hours. All quarter hours will be converted to semester hours.
5. Initial placement shall be based on all years of verified teaching experience in a state accredited school.
6. After being on the last step of column ten (10) (SP/DR) for three years, teachers will receive an increase in salary of \$675, which increase is to be paid as long as the teacher remains employed in the district. Teachers placed on the last step of column four (4) or the last step of column eight (8) and receiving this longevity stipend in previous school years, due to previous wordings of this note, shall continue to receive that stipend.
7. Teachers at the high school and middle school levels with six or more preparations will be paid an additional \$350 for the sixth and each subsequent preparation and for each added section.
  - a. Teachers who nest multiple courses or levels of a course within one class period will be paid an additional \$200 per course or level over one. For this purpose, "nested" will mean when multiple courses or levels of a course are taught simultaneously by one instructor. This provision will not pertain to student aides, enrichment, or direct studies.
8. Vertical movement is limited to one step per school year.

9. Licensed regular classroom teachers who are required to accept responsibility for another teacher's class in addition to their own shall receive additional compensation at the rate of \$27.00 per hour (60 minutes), which would equate to a rate of 45¢ per minute. (Examples: HS Block of 88 minutes:  $88 \times 45¢ = \$39.60$ ) (Elementary 25 minutes:  $25 \times 45¢ = \$11.25$ ). In instances where teachers split a class for coverage purposes, they will each receive the percentage of the coverage pay equal to that of the class they covered. This provision shall also apply to librarians when they have full supervisory responsibility for two full classes. Elementary teachers that assume other teacher's students when a substitute teacher cannot be found will receive \$27.00 per hour.
10. Full-time licensed classroom teachers who agree to teach a class that results in the loss of a normally assigned planning period shall be paid an additional \$5,500 per year, with the rate to be prorated for shorter periods of time.
11. Any teacher of 20 years or more continuous service in USD 203, that announce their retirement in the form of a written resignation by December 1, 2024 will receive an annuity contribution of \$2,700 to be made at the time of the last pay check.
12. Teachers that earn a master's degree associated with an additional endorsement shall be given credit for additional hours required for the endorsement beyond the master's degree on the salary schedule.
13. Any faculty member who enroll their children in the Early Childhood Program shall be granted a 20% discount.
14. New Teachers to the district shall receive compensation in the amount of \$150 per day for required New Teacher Orientation activities outside the standard 184 day contract. Note: This compensation does not apply to new staff members in positions which have an earlier report date for which they are already compensated (e.g., counselor, instructional coach, librarian, etc.). Payment shall be made in a separate check on August 31.
15. The district shall reimburse to cost of testing fees after successfully passing the ESOL Praxis exam. Documentation of payment and passing score are required for reimbursement. In addition, a one-time payment of \$200 will be made on the next available payroll after successfully adding the ESOL endorsement to the Kansas Teaching License.

## **REDUCTION IN FORCE**

The decision to reduce the size of the teaching staff, commonly called a reduction in force, shall remain with the board of education exclusively. Should the board decide that a reduction in force is necessary, this reduction shall be accomplished, insofar as possible, through attrition. Should attrition not provide enough staff reduction, the following procedure shall be utilized.

1. After consideration of the educational goals of the district, the administrative staff shall determine the number of teaching positions to be reduced.
2. The administrative staff shall recommend which teaching positions are to be eliminated after taking into consideration the educational goals of the district, individual certifications, qualifications, training, skills, interests, evaluations and district seniority.
3. In the event two or more teachers have similar certifications, qualifications and skills in a teaching area, those teachers who have tenure will be retained over those who are non-tenured.
4. In the event all of the teachers have similar certifications, qualifications and skills and all are tenured, the teacher(s) who best meet the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.
5. Any certified employee who has not been reemployed as a result of reduction in force shall be considered for reemployment if a vacancy exists for which the teacher would qualify, assuming the vacancy occurs within one year of the date of non-renewal and the teacher has kept the district informed of his/her current address.
6. The superintendent will recommend to the board reinstatement of any teacher deemed qualified and able to serve the best interests of the district.

**REGULAR CONTRACT**

TEACHER REGULAR CONTRACT  
PIPER UNIFIED SCHOOL DISTRICT No. 203

This is a contract, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of Education of Piper Unified School District No. 203 of Wyandotte County, Kansas, hereinafter referred to as "district" and \_\_\_\_\_, hereinafter referred to as "teacher", whereby and wherein, for and in consideration of the mutual promises, covenants and agreements herein contained, it is by the parties agreed:

- 1. NATURE OF EMPLOYMENT: The district agrees to employ the teacher to teach in the public school system operated by the district and the teacher agrees to well and faithfully perform all the duties of a teacher in the district according to law and the rules and regulations of the board of education of the district, including but not by way of exclusion:
  - A. To instruct and impartially govern all pupils who may be assigned to the teacher.
  - B. To accept any assignment for which the teacher is deemed qualified according to law and the rules and regulations of the board of education, made by order of any district administrative officer to whom the teacher is responsible.
  - C. To keep and maintain all records and prepare all reports required by the district.
  - D. To carry out, to the best of the teacher's ability, all orders and directives of the board of education or its administrative officer.
  - E. To understand and agree that the board of education reserves the right, at any time, in a public meeting, to adopt new rules, regulations or policies; or to alter and amend existing rules, regulations or policies relating to the operation of the school district.
  - F. To report for initial duties to be performed during the school term on \_\_\_\_\_ .

- 2. COMPENSATION: That the yearly contract salary shall be paid in semi-monthly installments. That the daily salary rate shall be calculated on the basis of \_\_\_\_\_ days in the event of absence not covered by leave provisions. That the provisions as to compensation are as follows:

Salary schedule: Level \_\_\_\_ Step \_\_\_\_\_  
 Regular Salary: \_\_\_\_\_  
 Additional Days: \_\_\_\_\_  
 Other: \_\_\_\_\_  
 Total Salary: \_\_\_\_\_

The contract sum is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereto or supplements thereto respectively, and to all other applicable United States and Kansas Laws.

- 3. TERM OF CONTRACT: Unless terminated as hereinafter provided, this contract shall be for the \_\_\_\_\_ school year and shall continue through and inclusive of \_\_\_\_\_ provided, however, that should it be necessary to close school temporarily at any time during such term, the teacher agrees, without additional compensation, to teach a corresponding additional period of time to make up the days lost.
- 4. To provide the superintendent of schools, upon his/her request, a physician's statement concerning the teacher's physical and mental conditions and ability to continue to assume teaching responsibilities.

5. That the teacher is now, or will be prior to the first day of the school term, properly certified and in accordance with the laws of the State of Kansas and the requirements of the Kansas State Department of Education governing the position to which the teacher is assigned and that such certification will be kept in full force and effect during the term of this contract.
6. That this contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accordance with the laws of Kansas or the contract termination policies of the board of education. If this contract is canceled or terminated, the teacher shall not be entitled to any benefits which may have accrued during the given contract year to the date of cancellation or termination except as provided in the laws of Kansas or policies of the board of education and shall be paid only such salary as earned prior to the date of cancellation or termination.
7. The provisions of this contract shall be specifically subject to all laws, rules, regulations and orders, now or hereinafter enacted, adopted, issued, altered or amended, of the United States of America, the State of Kansas and the board policies of Piper Unified School District No. 203.

This contract is approved and accepted by the Board of Education of Unified School District No. 203, Wyandotte County, Kansas, and by the teacher, on the day and year first written above.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Teacher

Attest:

\_\_\_\_\_  
Clerk, Board of Education

## **FRINGE BENEFITS**

All teachers who work a minimum of 630 hours per year are eligible to participate in the Cafeteria 125 Salary Reduction Plan, unless insurance carrier requirements establish other criteria.

Teachers who are required to travel in relation to their assigned duties will be reimbursed at the state mandated mileage rate.

## **SALARY REDUCTION FRINGE BENEFIT PLAN**

The board shall maintain a "cafeteria" fringe benefit plan in compliance with Section 125 of the Internal Revenue Code.

The board shall provide each teacher with a description of the benefit coverage and the opportunity to execute a salary reduction agreement once annually to cover all premiums for the teacher's selected benefits. Each teacher will be required to fill out a salary reduction fringe benefit form indicating his/her selection two weeks prior to the first scheduled payroll for the contract year or 10 days after signing a contract, whichever is later.

Each employee executing a salary reduction agreement for fringe benefits shall allocate an annual sum to be used for the purchase of:

1. Health Insurance
2. Dental Insurance
3. Cancer Insurance
4. Salary Protection Insurance
5. Term Life Insurance
6. Medical Reimbursement Account
7. Dependent Care

Once the annual selection has been made, the teacher may change the benefits only if his/her family status has changed. A change in family status occurs upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a spouse. The teacher shall furnish written verification to the district office of a change in family status and must make any change in benefit selection within thirty (30) calendar days of the date such change in family status occurred. A teacher desiring to make a change due to a change in family status may discontinue participation or reduce benefits, but an election of new or increased benefits shall be subject to the requirements of the particular non-taxable benefit selected. Change of family status as discussed above is subject to change of federal law and judicial decisions concerning same.

Salary reductions made for the purpose of dependent care for those teachers choosing summer lump sum will be remitted in a lump sum to the applicable insurance company, assuming the company permits this.

### **SCHOOL CALENDAR, INSURANCE, OPERATIONS ADVISORY COMMITTEE**

Effective July 1, 2006, a school calendar committee and insurance committee will be formed that will be advisory to the Superintendent and the Board regarding the establishment of a calendar and selection of health insurance providers and plans. Effective July 1, 2009 a district operations committee will be formed that will be advisory to the Superintendent regarding district operations.

### **PUBLISHING CONTRACT**

The full text of the terms and conditions of employment as agreed to by the parties will be printed in a master agreement and distributed to the members of the bargaining unit. The board will control the publishing style and materials and will cover the cost of publishing the agreement.

### **SAVINGS CLAUSE**

If any provision of this agreement or application of this agreement to an employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **VOLUNTARY 403B RETIREMENT PROGRAM**

1. A Retirement Plan Portfolio may be established for each teacher employed in USD #203. This portfolio may contain up to two (2) accounts, an Employer Paid Account and an Employee Paid Account. Each teacher is eligible on the first of the month following his/her date of employment.
2. For each monthly contribution that a teacher makes into his/her Employee Paid Account, USD #203 will contribute \$40.00 into the Employer Paid Account. Any teacher who is eligible for KPERS benefits and makes the necessary contribution into his/her Employee Paid Account is eligible for the matching amount into the Employer Paid Account.
3. The plan year for the Employer Paid Account will be from September 1 through August 31. Any increases or additions to each teacher's Employer Paid Account will only be made effective on the first of the

month following initial employment or at the beginning of each plan year. If a teacher discontinues or reduces his/her Employee Paid Account to less than \$35.00 per month, the Employer Paid Account will be reduced accordingly.

4. Upon beginning his/her 5<sup>th</sup> contiguous year as a teacher employed by USD #203, each teacher will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase until the teacher is 100% vested upon beginning his/her 10<sup>th</sup> contiguous year with USD #203.

Vesting Schedule:

<u>Year(s)</u>	<u>Amount Vested</u>
1-4	0%
5	10%
6	20%
7	30%
8	50%
9	75%
10	100%

A teacher who terminates employment with USD #203 after the beginning of his/her 10<sup>th</sup> year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon returning to a teaching position with USD #203 at a future date.

5. A teacher 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 teacher who chooses to make contributions into his/her Employee Paid Account will be fully vested in his account immediately. Teachers may add or increase an Employee Paid Account on September 1 or January 1, but may discontinue an Employee Paid Account at any time.
6. The USD #203 Retirement Plan Oversight Committee, made up of representatives from the BOE, administration, Piper Teacher Association and classified staff, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher's Employer Paid Account and his/her Employee Paid 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.

7. A teacher may access the vested portion of his/her Employer Paid Account upon termination of employment contract with USD #203.
8. Employer and Employee Paid contributions and growth thereon will be considered taxable income 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 teacher to defer taxation until a later date.
9. 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 #203.
10. All years' experience in USD 203 shall count towards the vesting schedule.

**RE-OPENER**

In light of the ever-changing school finance situation, either party may request in writing Negotiations Re-opener to discuss school funding increases or decreases in excess of \$200,000.

**DURATION**

This agreement together with all terms, conditions, and effects thereof, shall be in full force and effect beginning July 1, 2024, and shall expire on June 30, 2025.

Board of Education  
Piper USD 203

Piper Teachers' Association

Desiree' Fergus  
Board of Education President

Kevin Kohls  
Piper Teachers' Association President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## **APPENDIX**

<b><u>DOCUMENT</u></b>	<b><u>PAGE</u></b>
School Calendar	A-1
Professional Development Request	A-2
Grievance Report	A-3
Extra Duty Pay Request Form	A-4
Instructional Planning Time Request Form	A-5
Committee Work Payment Request Form	A-6
Mileage Reimbursement Request	A-7
Non-Residence Student Enrollment for Employee's Children	A-8
Memorandum of Understanding (MOU)	A-9

# PIPER USD 203

# 2024 | 2025

## AUGUST

- 5-6 New Teacher Orientation
- 7-8 Work Day
- 9 AM PD / PM Convocation
- 12-13 1/2 PD Day / 1/2 Work Day
- 14 PD Day
- 15 1/2 PD Day / 1/2 Work Day
- 16 PD Day
- 19 1/2 PD Day / 1/2 Work Day
- 20 1/2 Day, 6th, 9th & New 6-12 Students
- Pre-K - 5: Full Work Day
- 6-12: PM Work Day
- 21 First Full Day of Classes

## SEPTEMBER

- 2 Labor Day (No School)
- 16 PD Day (No School)
- 28 PiperFest

## OCTOBER

- 4 Homecoming
- 18 End of First Quarter
- 30-31 1/2 PD Day / 1/2 Work Day (No School)
- Conferences (No School)

## NOVEMBER

- 1 No School
- 25-29 Thanksgiving Break (No School)

## DECEMBER

- 19 Pre-K - 8: Full School Day
- 20 9-12: 1/2 Day for Students / 1/2 Work Day
- Pre-K - 8: No School / Work Day
- 23-31 9-12: 1/2 Day for Students / 1/2 Work Day
- End of Second Quarter
- Winter Break (No School)

## JANUARY

- 1-2 Winter Break (No School)
- 3 Work Day (No School)
- 6 Classes Resume
- 20 Martin Luther King Jr Day (No School)
- 21 PD Day (No School)

## FEBRUARY

- 12-13 Conferences (No School)
- 14 No School
- 17 Presidents Day (No School)

## MARCH

- 14 End of Third Quarter
- 17-21 Spring Break (No School)
- 24 1/2 PD Day / 1/2 Work Day (No School)

## APRIL

- 21 No School

## MAY

- TBD High School Graduation
- 22 Pre-K - 8: Full School Day (Last Day)
- 23 9-12: 1/2 Day for Students / 1/2 Work Day
- Pre-K - 8: No School / Work Day
- 9-12: 1/2 Day for Students (Last Day) / 1/2 Work Day / End of Fourth Quarter

## JULY

S	M	T	W	Th	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	25	26	27
28	29	30	31			

## AUGUST

S	M	T	W	Th	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
25	26	27	28	29	30	31

## SEPTEMBER

S	M	T	W	Th	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	25	26	27	28
29	30					

## OCTOBER

S	M	T	W	Th	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	25	26
27	28	29	30	31		

## NOVEMBER

S	M	T	W	Th	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	25	26	27	28	29	30

## DECEMBER

S	M	T	W	Th	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	25	26	27	28
29	30	31				

## JANUARY

S	M	T	W	Th	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	25
26	27	28	29	30	31	

## FEBRUARY

S	M	T	W	Th	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	25	26	27	28	

## MARCH

S	M	T	W	Th	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	25	26	27	28	29
30	31					

## APRIL

S	M	T	W	Th	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	25	26
27	28	29	30			

## MAY

S	M	T	W	Th	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	25	26	27	28	
29	30	31				

## JUNE

S	M	T	W	Th	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	25	26	27	28	29
30	31					

Teacher Work Day (No School)

End of Quarter

Professional Development (No School)

Parent-Teacher Conferences (No School)

1/2 PD / 1/2 Work Day (No School)

1/2 PD / 1/2 Work Day (No School)

1/2 PD / 1/2 Work Day (No School)

1/2 PD / 1/2 Work Day (No School)

1/2 Day

1/2 Day

1/2 Day

1/2 Day

1/2 Day

1/2 Day

1/2 Day

1/2 Day

End of Semester Schedule - See Notes

KCKCC TEC/On-Site Courses Beginning/End of Semester

# Piper USD 203 Professional Activity Request Form

This form must be **completed and submitted electronically**, via email, to your building administrator in advance of participation in professional activities or professional leave requiring use of district or building funds

1. Request must be completed at least TEN (10) days in advance of the activity.
2. Employee requesting activity must review the TRAVEL/REIMBURSEMENT PROCEDURES.
3. Registration forms are not to be submitted or mailed until approval of the activity has been made at all levels.
4. Registration forms are to be completed and ONLY sent to the building administrator.
5. The administrator acts upon the request. The form is then sent to the Assistant Superintendent.
6. The Assistant Superintendent acts upon the request then forwards the request to the Director of Business and Operations for final approval.
7. The Business Office retains the original copy of the form and returns a copy to the Assistant Superintendent, Director of HR, and building administrator. The building administrator will send a copy to the applicant.
8. If approved, participant completes a requisition for registration and follows the process for professional leave approval/securing a substitute as needed. The approved form must accompany the requisition.
9. Request for personal reimbursement (if applicable) is to be submitted upon your return through the usual process to the Business Dept. A copy of the approved form must accompany the reimbursement.

**Employee Name:** \_\_\_\_\_

**Building/Department:** \_\_\_\_\_

**Name of Convention/Meeting:** \_\_\_\_\_

**Location of Meeting** \_\_\_\_\_

**Date(s) of Activity: From:** \_\_\_\_\_

**To:** \_\_\_\_\_

**Are you on the program?** \_\_\_\_\_

Yes No

**Member of the Organization?** \_\_\_\_\_

Yes No

*If part of an organization or group, please list others in the district or surrounding area going:*

**Work Days Sub Needed: From:** \_\_\_\_\_

**To:** \_\_\_\_\_

**Total Days:** \_\_\_\_\_

**Individual Estimated Costs:**

Registration Fee: \_\_\_\_\_

Lodging: \_\_\_\_\_

Meals: \_\_\_\_\_

Travel (must use District vehicle if driving): \_\_\_\_\_

Other (Teacher Sub cost \$120/day, etc): \_\_\_\_\_

Total: \_\_\_\_\_

**Actual Costs (Office Use Only):**

Registration Fee: \_\_\_\_\_

Lodging: \_\_\_\_\_

Meals: \_\_\_\_\_

Travel: \_\_\_\_\_

Other: \_\_\_\_\_

Total: \_\_\_\_\_

**How will this workshop relate to the district or school improvement goals?** \_\_\_\_\_

*Please read this form in its entirety before submitting to your administrator. I understand that I am responsible for obtaining any and all detailed receipts pertaining to this event. Failure for me to provide such receipts will make me personally responsible for payment.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Supported by Building Administrator:** \_\_\_\_\_

Yes

No

**What funds will be used to pay for the professional development?** \_\_\_\_\_

Building Funds

District PD Funds

**Administrator Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Administrators: After completing this portion of the form electronically, forward the form via email attachment to Assistant Superintendent John Nguyen for final decision.*

## FOR OFFICE USE ONLY

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Assistant Superintendent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Piper USD 203 Grievance Report Form

Employee Name:

Date Filed:

Date Grievance Occurred:

Relevant Contract Provisions:

**Statement of grievant's claim; statement of facts upon which grievance is based** *(Use additional pages if necessary):*

Relief Desired:

Employee Signature: \_\_\_\_\_ Date:

---

Date Grievance Form Received by Administrator:

Disposition by the Appropriate Administrator *(Use additional pages if necessary):*

Administrator Signature \_\_\_\_\_ Date:



# Piper USD 203 Loss of Plan Time Request Form

Payment for Loss of Plan Time shall be at the rate of \$27.00 per hour. Licensed regular classroom teachers who are required to accept responsibility for another teacher's class in addition to their own shall receive additional compensation at the rate of \$27.00 per hour (60 minutes), which would equate to a rate of \$.45 per minute. In instances where teachers split a class for coverage purposes they will receive the percentage of pay equal to that of the class they covered. This provision shall also apply to librarians when they have full supervisory responsibility for two full classes. Compensation for Loss of Plan Time will be paid on the next available payroll after the form is submitted. PLEASE DO NOT HOLD LOSS OF PLAN TIME SHEETS, turn them in on the appropriate due date. Clearly describe the Loss of Plan Time by listing the Teachers name in activity description and the specific beginning and ending times.

**Employee Name:**

**Date Submitted:**

Activity Date	Activity Description	Duty Performed	Begin Time	End Time	Total Time	Office Use

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Administrator Signature

# Piper USD 203 Committee Work Payment Request Form

Payment for committee work will be at the rate of \$20.00 per hour. Compensation for committee work will be paid on the next available payroll. Committee work pay request forms should be turned in to the appropriate supervisor as soon as possible. Be specific on your committee work time by listing beginning and ending time, then the total hours each day.

**Employee Name:**

**Date Submitted:**

Work Date	Committee Name or Type of Work	Begin Time	End Time	Total Time	Office Use

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Administrator Signature**





# Piper USD 203 Overview of the Evaluation Process

Certified employees are to be evaluated by the 60<sup>th</sup> day of each semester during their first two consecutive years of employment in the district. Certified employees are to be evaluated by February 15<sup>th</sup> in their third and fourth consecutive years of employment in the district. Thereafter, certified employees must be evaluated every third year of consecutive employment (i.e., 7<sup>th</sup> year, 10<sup>th</sup> year, 13<sup>th</sup> year, etc.). Certified employees may be placed on evaluation out of this cycle.

The purpose of the evaluation process is to:

- Improve student learning.
- Improve instructional techniques.
- Promote professional growth.
- Recognize outstanding teacher performance.
- Make employment decisions.
- Meet statutory and contractual requirements

## Timeline for First & Second Year Certified Employees

- I. First Semester Conference by September 15
  - A. Discuss and initiate the appraisal process.
  - B. Develop the professional growth plan (completed by certified employee and evaluator). This plan is based on objectives focusing on strengthening performance with respect to:
    1. Indicators on the formal evaluation document.
    2. Professional growth initiatives.
    3. School improvement targets.
- II. Classroom Observation(s) after September 15, but before 60<sup>th</sup> day of the semester
  - A. Minimum of one classroom/site observation.
  - B. Follow-up conference resulting in a written classroom/site observation report (completed by evaluator).
  - C. Informal classroom/site visits and evaluation conferences as necessary.
- III. First Semester Final Evaluation Conference by 60<sup>th</sup> day of the semester
  - A. Formal evaluation document for first semester (completed by the evaluator) presented and discussed.
  - B. Professional growth plan report (completed by certified employee and evaluator) presented and discussed. Since the first and second year teacher will be evaluated again in the second semester, this professional growth plan report may be a progress report as the objectives of the plan may not be reached until the second semester.
- IV. Second Semester Conference by February 1
  - A. Review the appraisal process to date
  - B. Review the professional growth plan (completed by certified employee and evaluator during the first semester)
- V. Classroom Observation(s) after February 1, but before 60<sup>th</sup> day of the semester
  - A. Minimum of one classroom/site observation.
  - B. Follow-up conference resulting in a written classroom/site observation report (completed by evaluator).
  - C. Informal classroom/site visits and evaluation conferences as necessary.
- VI. Second Semester Final Evaluation Conference by 60<sup>th</sup> day of the semester
  - A. A new formal evaluation document for second semester (completed by evaluator) presented and discussed.
  - B. Professional growth plan report (completed by certified employee and evaluator) presented and discussed. This report is a final summary of the work accomplished on the plan during the school year.
  - C. Notify certified employee of the next cycle of evaluation.
    1. End of first year in the district – repeat this cycle next year.
    2. End of second year in the district – go to the cycle for third year certified employees.

## Timeline for Certified Employees in Their Third or More Consecutive Years in the District

- I. First Semester Conference by October 15
  - A. Discuss and initiate the appraisal process.
  - B. Develop the professional growth plan (completed by certified employee and evaluator). This plan is based on objectives focusing on strengthening performance with respect to:
    1. Indicators on the formal evaluation document.
    2. Professional growth initiatives.
    3. School improvement targets.
- II. Classroom Observation(s) after October 15, but before February 15
  - A. Minimum of one classroom/site observation.
  - B. Follow-up conference resulting in a written classroom/site observation report (completed by evaluator).
  - C. Informal classroom/site visits and evaluation conferences as necessary.
- III. Final Evaluation Conference by February 15
  - A. Formal evaluation document for second semester (completed by evaluator) presented and discussed.
  - B. Professional growth plan report (completed by certified employee and evaluator) presented and discussed.
  - C. Notify certified employee of the next cycle of evaluation.
    1. End of third year in the district – repeat this cycle next year.
    2. End of fourth year in the district – if all district standards on the formal evaluation document have been met, this evaluation is complete and evaluation resumes every third year (i.e., 7<sup>th</sup> year, 10<sup>th</sup> year, 13<sup>th</sup> year).
    3. If all district standards of the formal evaluation document have not been met, the evaluator will continue to monitor the employee on a yearly basis or more frequently as necessary.

# Piper USD 203 Non-Residence Student Enrollment for Children of Certified Staff Members

As a benefit for licensed/certified employees who reside in Kansas but outside the boundaries of Piper School District, children of those employees may enroll in the school district under the following conditions and guidelines:

1. The employee must be employed full- or half-time in a position requiring a certificate of license by the Kansas State Department of Education or other Professional Licensing Boards of the State of Kansas.
2. The employee's child must be in the custody of the employee.
3. The child must be a child of the employee, an adopted child of the employee, or other legal minor dependent living in the household of the employee.
4. The employee must provide transportation for the child to and from school. Transportation will not be provided by the school district nor shall the school district have any responsibility for transportation or the cost of transportation.
5. The child must comply with attendance and student conduct policies at all times. Failure to comply with rules, regulations, and policies may lead to immediate revocation of enrollment privileges in the Piper School District.
6. Enrollment in any school, class, or program will be subject to available space in the school, class or program. In all cases, the superintendent or designee shall make the final determination as to space available under this policy; however, no additional staff will be added to accommodate enrollment under provisions of this policy.
7. The employee will be responsible for all fees of the child admitted for enrollment. Failure to make payment on a timely basis may result in revocation of enrollment benefit or withholding from any contract funds due to the employee failing to make payment following notice that fees have not been paid.
8. The child must be enrolled and attend classes before the official state of Kansas enrollment date currently established as September 20 of each year. The Superintendent may waive this requirement for individuals employed after the official enrollment date.
9. Enrollment conditions of this policy begin with the initial employment and end with any separation or termination of employment.
10. A child who has been suspended or expelled from school by any school district may be denied admission to the school district as provided in KSA 72-6120.

# Memorandum of Understanding Between the Piper Teachers' Association and Piper USD 203

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Piper Teachers' Association and Piper USD 203.
2. **Purpose:** The purpose of the MOU is to memorialize an issue discussed during the 2024-2025 negotiations between the Piper Teachers' Association and Piper USD 203.
3. **Term of the MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. This MOU shall remain in full force and effect for not longer than one year or until the two parties open negotiations in 2024.
4. **Contents of the MOU:** The MOU outlines the work to be completed over the course of the 2024-2025 school year between the Piper Teachers' Association and the Piper USD 203 Administration.
  - A. By August 1, 2024, District Administration will submit in writing to the Piper Teacher Association a first draft of possible wording as it relates to **Elementary Transfer Procedures & Seniority**
  - B. By September 15, 2024, the President of PTA and Superintendent will identify a District Elementary Transfer Procedures & Seniority Committee and meeting dates for the committee.
  - C. Timeline for completion (including the time for PTA to ratify) would be the November 2024 Board Meeting.
5. **General Provisions:**
  - A. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
  - B. Entirety of Agreement: This MOU, consisting of one page, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
  - C. Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
6. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agree to the terms and conditions this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page

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Piper Teachers' Association

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Piper USD 203 Superintendent