HAYSVILLE UNIFIED SCHOOL DISTRICT #261

Retired-Rehired Teacher Work Agreement

(F~~f~~or those receiving KPERS benefits)

2016~~5~~-2017~~6~~

BOE Approved 8/15/2016~~6~~

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Statement of Commitment to Professionalism

Haysville USD 261 is committed to holding the highest standards of excellence. A major component of our achieving excellence is an emphasis on the recognition and development of professional behavior that reflects a commitment to excellence in the profession.
We believe that all certified staff will demonstrate the following professional behaviors:

- Consistent attendance
- Active participation
- Promptness in completion of all work assignments
- Sensitivity to diversity and exceptionality
- Knowledge of education-related issues and research
- Knowledge of community, state, national, and international events and their impact on the field of education
- Collegiality and contribution to group tasks
- Involvement in professional growth

"Unified School District 261 does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, disability, military status or age in its programs and activities. The following person has been designated to handle ~~inquires~~inquiries regarding the non-discrimination policies: Dr. Michael Clagg, Assistant Superintendent for Human Resources, 1745 W. Grand, Haysville, Kansas 67060. Office Phone: (316) 554-2206, Email: mclagg@usd261.com"

ARTICLE I: DEFINITIONS

1) The School District or School System: Unified School District 261, Sedgwick County.
2) The Board: The Board of Education of Unified School District 261, Sedgwick County, Kansas.
3) Superintendent: The Superintendent of Schools of Unified School District 261, Sedgwick County, Kansas. Whenever the word "superintendent" appears in the negotiated agreement, the words "or designated representative" shall be assumed to follow.
4) The Association: The Haysville Education Association, affiliated with the Kansas-National Education Association and the National Education Association. It is understood that HEA when used in this agreement refers to the Haysville Education Association.
5) Educator: All certified personnel employed by the Board on the teachers' salary schedule. This definition includes classroom teachers, counselors, librarians, special education staff, department coordinators, and nurses.
6) Teacher: All certified personnel employed by the Board on the teachers' salary schedule. This definition includes classroom teachers, counselors, librarians, special education staff, department coordinators, and nurses.
7) Classroom Teacher: All certified personnel employed on the teachers' salary schedule who are regularly assigned in a classroom.
8) Immediate Family: Teacher's spouse, children, sibling, spouse's sibling, grandchildren, parents, spouse's parents, grandparents; or other person whose residence has been or is the home of the employee.
9) Immediate Supervisor: The immediate supervisor of all teachers is the next higher person in the administrative line. The administrative line is defined in the Organizational Chart as approved by the Board of Education.
10) Professional Year: The number of contract days annually for which a teacher is paid.
11) Daily Rate: One, divided by the number of days in the teacher's annual base contract, times base salary.
12) Nonworking Days: Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.
13) Workday: A day or part of a day set aside for teachers to work on educational concerns, determined by the individual teacher, within the building with no students present.
14) Collaboration Day: A day or part of a day set aside for staff members to address curriculum and instruction as directed by administration. Plan time may be included with teacher input.
15) In-service: An in-service day is a day set aside for teachers' participation in activities cooperatively planned by staff and administratively approved with the purpose of the activities being the improvement of the educational program.
16) Contract Day: Any day in which the teacher is contracted to be on duty for the district.
17) Sick/Personal Leave: Leave granted to the teacher for sick, personal or bereavement reasons.
18) Longevity Pay: Pay granted for years of teaching for Unified School District #261, Haysville, KS
19) Reduced and Reduction: These terms are defined as loss of employment.

ARTICLE II: BOARD MANAGEMENT RIGHTS CLAUSE

Section A: **RIGHTS CLAUSE**

Paragraph 1: It is understood and agreed that the Board retains these 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.

Paragraph 2: Meetings to exchange ideas, offer suggestions, discuss policies and other subjects of mutual interest between the Board and/or its representatives and the Association and/or its representatives may be held at mutually agreeable times and places as agreed to by the above named parties.

Section B: **SAVINGS CLAUSE**

Paragraph 1: Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect for the duration of this agreement.

ARTICLE III: PROFESSIONAL YEAR

Section A: PROFESSIONAL YEAR FOR TEACHERS

Paragraph 1: Contract Days: The basic contract days for teachers for each contract year, exclusive of those in addendum or extended time contract, shall be 185. For the 2016~~5~~-2017~~6~~ school year, the length of the contract shall be reduced by five~~3~~ days due to current budgetary constraints. Contract days consist of teaching days, workdays, and in-service days as determined by the school calendar. Such contract days shall be scheduled on weekdays, between the first and last workday of each contract year.

Paragraph 2: New Teacher Contract Days: Teachers new to the district will work eight additional contract days and will be compensated at the rate set forth in the salary schedule for the standard contract year.

Paragraph 3: Mentoring: Teachers new to the district w~~t w~~ould be required to participate in the Mentoring Program. Mentors of new teachers will be paid the amount specified ab KSDE; Mentors of experienced teachers will be paid $500 if district funds are available.

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Paragraph 4: Non-Working Days: The teacher contract year shall provide for the following non-working days: Labor Day, Thanksgiving and the day after; a block of days including Christmas Eve Day and New Year's Day; President's Day. A minimum two day spring break attached to a weekend will be scheduled between mid-March and mid-April.

Paragraph 5: Non-Teaching Work and In-service Days: The teacher contract year shall include the following:

1) At least two work days:
    a) One day prior to the first day of school.
    b) One day immediately following the last day of school.
2) In-service Days:
    a) In-service times as feasible within the standard teacher contract year.

Paragraph 6: Interruption of Contract Day: When an emergency arises at an attendance center and students are released, the agenda for the completion of the contract day will be established by the superintendent.

ARTICLE IV: PROFESSIONAL DAY

Section A: **TIME SCHEDULE**

Paragraph 1: To facilitate the supervision of students and the instructional program of the district, professional personnel must be at their places of assignment preceding, during, and following each day of school.

Paragraph 2: Teachers shall work in accordance with established time schedules as determined by the principal and approved by the superintendent. Under normal circumstances, changes should be proposed no later than February 1 for the following school year. Building Administration in cooperation with the building staff will conduct an anonymous vote of the proposed schedule. If the proposed time schedule is rejected by 2/3 of the teachers at that building the proposed schedule will not be implemented. The teachers must reject the proposed time schedule within twenty calendar days. Such schedule shall include the lunch time(s), passing time(s) if utilized, plan time and the numbers of and time for teaching periods. *In the event that a district wide schedule change is proposed, the Superintendent in cooperation with the Haysville Education Association will present the proposed change to district staff and will conduct a district wide anonymous vote of the proposed schedule change. If the proposed time schedule is rejected by 2/3 of the staff the proposed schedule will not be implemented.*

Paragraph 3: Report time will be 225 minutes per week. The 225 minutes may be established by each principal. If the proposed time schedule is rejected by 2/3 of the teachers at that building the proposed schedule will not be implemented. The teachers must reject the proposed time schedule within five school days.

Paragraph 4: No exceptions with respect to the hours that teachers are to be on duty may be made without the prior consent of the building principal.

Paragraph 5: It is the philosophy of the district that teachers are to remain at school during the contract day. During a teacher's non-teaching times when the teacher finds it necessary to leave the building, the teacher will notify the office of the building principal and fill out the given form stating when and why he/she is leaving, and his/her expected return time. In such instances, as the building principal determines that an individual teacher's absence conflicts with scheduled responsibilities, the building principal may establish prior consent as a requisite for leaving the building during the contract day.

Paragraph 6: No individual teacher will be assigned professional responsibilities or duties during his/her 25-minute lunch break with the understanding that the length of the lunch break may vary occasionally due to scheduling difficulties, availability of staff, availability of facilities, and those circumstances beyond the control of the building principal. No elementary teacher will be assigned professional responsibilities during his/her 25-minute lunch break.

Section B: **PLANNING TIME**

Paragraph 1: Each elementary teacher will have a 30 minute block of time each day for planning purposes during which time they will have no assigned responsibilities with students. The additional 15 minutes of the 40 minutes lunch block will be used for planning purposes. The district will provide additional elementary plan time by employing 4 additional specialty area teachers. The release time created by these teachers will be distributed on a reasonably equitable basis.

Paragraph 2: Each secondary teacher will have two school periods of time every two days, during which time the teacher will have no assigned responsibilities with students. In the event that the

schedule dictates, a teacher may have two plans every other day, in lieu of one plan every day, upon agreement between teacher and administrator.

Paragraph 3: Conferences with students, parents, and administrators may be scheduled with teachers during planning time.

Section C. ADDITIONS TO THE DAY

Paragraph 1: Teachers may be required to attend evening meetings for the purpose of student hearings, parent conferences or where teacher involvement is necessary. Student hearings and conferences will be scheduled at mutually agreed times when possible. Every possible effort will be made to secure the mutual consent of all parties involved and as close to the contract day as possible. The Board recognizes that teachers have personal obligations during evening hours, and required attendance will be kept to a minimum.

Paragraph 2: Many school related activities, by necessity, are carried on outside regular school hours and require staff help in addition to administrators. The supervision and work assignment necessary above supplemental contracts will be worked out cooperatively by administrative staff and the teaching staff. The building administrator will prepare and publish the duty schedule necessary to cover activities. The administrator shall make a good faith effort to fill the supervisory assignments* with competent volunteers from within the building. The administrators shall make a good faith effort to fill the non-supervisory assignments with competent volunteers from the employees of the district and residents of the district. Ticket takers and crowd supervision are positions that are supervisory. When a teacher is scheduled for a duty schedule but cannot fulfill it, then a teacher may ask the administrator for permission to seek a volunteer who will constitute a replacement. The teacher should give the administrator in charge the name of the substitute six hours in advance of the activity scheduled. If such volunteers are not secured, teachers may be assigned to the schedule.

*Supervisory assignments are those assignments, which require special skills or supervision of students.

Paragraph 3: When possible, teachers shall be given notice of meetings at least two days prior to the meeting unless an emergency occurs. Teachers shall have an opportunity to suggest items for the agenda.

Section D: TEACHER MEETINGS

Paragraph 1: Teacher and departmental meetings may be held for the purpose of solving the problems involved in building-level operations and for the implementation of district-wide policies and solutions of district-wide problems.

Paragraph 2: A committee of teachers representing all buildings and curriculum areas and working in cooperation with the district leadership team shall be formed prior to the end of the school each year to plan the in-service activities for the next school year.

ARTICLE V: TEACHER COMPENSATION

Section A: ORIGINAL PLACEMENT

Paragraph 1: The amount of salary for each new teacher employed by the Board shall be generally determined by his/her placement on the teacher salary schedule. The Board of Education reserves the right to adjust salaries for teachers who are KPERS retirees.

Paragraph 2: Teachers new to the district will be placed according to the placement column, which is found to the right of the appropriate education column on the salary schedule, based on years of teaching experience. A full semester's experience shall count as one year of experience. Full semesters taught in two different years shall be combined. In no event shall a teacher be given more than one semester credit over the actual total of years and semesters taught.

Section B: VERTICAL MOVEMENT

Paragraph 1: The teacher may move one step each year of experience with Unified School District 261 until the teacher reaches the highest numbered step in his/her specific column.

Section C: HORIZONTAL MOVEMENT

Paragraph 1: All graduate hours not counting toward a master's degree will be counted toward horizontal movement beyond the MS degree. All graduate hours must be from an accredited university after the B.S. degree.

Paragraph 2: All hours must be recognized by an accredited institution of higher learning and approved by the superintendent. Such approval shall not be unreasonably withheld. All hours previously credited will be accepted.

Paragraph 3: All hours must be at the graduate level, except where the teacher has received the prior written approval of the superintendent for undergraduate hours.

Paragraph 4: If the teacher becomes eligible for a new column based on college hours, the teacher may be placed in the higher column equal to the hours earned and one step in the new column, if the teacher has the necessary years of experience.

Section D: VERIFICATION

Paragraph 1: An official transcript confirming credit hours must be filed in the superintendent's office on or before September 15, in order to qualify for a higher salary classification to be paid during the current school year.

Section E: NATIONAL BOARD CERTIFICATION

Paragraph 1: A National Board Certified teacher will be awarded $1000. Column movement will be retroactive to the beginning of the contract year upon receipt of the transcript from the accredited university.

Section FG: METHOD OF PAYMENT

Paragraph 1: Payroll checks are issued on the 12th of the month. If the 12th falls on the weekend or during a holiday, checks are issued on the last school day preceding the 12th. Significant errors shall be corrected as soon as practicable.

Paragraph 2: June checks will be available on the regular payday pursuant to Paragraph 1. July and August accrual checks are to be paid on the last working day of May. Staff wishing to have their July and August check on the normal pay day of those months, pursuant to Paragraph 1, will need to submit a signed authorization to the Business Office prior to May 1 each year. For those choosing this option, July and August checks will be printed and mailed; these checks will not be directly deposited.

Paragraph 3: The Board provides that, whenever duly authorized by a teacher on a form or forms appropriate for such purposes and consistent with regulations established by the business office, payroll deductions/reductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

a) Federal Income Tax
b) State Income Tax
c) Social Security
d) KPERS
e) United Way
f) Tax-sheltered Annuities
g) Credit Union of America
h) Insurance
i) Teacher Association Dues
j) United States Savings Bonds
k) Health Maintenance Organization

Items a, b, c, and d are subject to legally required deductions

Paragraph 4: Longevity checks will be issued on the last day of school preceding Thanksgiving break.

Paragraph 5: Direct Deposit - The Board will make one deposit/transaction per month per employee. The employee must elect to participate on or before September 1.

Section GH: EXTRA HOUR TEACHING ASSIGNMENT

Paragraph 1: When a teacher accepts a teaching assignment in lieu of a scheduled plan period the teacher shall receive an additional 1/6 of his/her regular daily rate per day's assignment. Such assignment shall be incorporated into the individual contract and shall be for a school year or a significant portion thereof.

Section HI: HOMEBOUND INSTRUCTION/SUMMER SCHOOL INSTRUCTION/DISTRICT APPROVED INSTRUCTIONAL PROGRAMS

Paragraph 1: Any teacher who voluntarily agrees to provide homebound instruction shall be paid $12.00 per half-hour.

Paragraph 2: Any teacher who voluntarily agrees to provide summer school instruction shall be paid $12.00 per half-hour.

Paragraph 3: Any teacher who voluntarily agrees to provide instruction for district approved instructional programs outside the regular contract day shall be paid $12.00 per half-hour.

Paragraph 4: Any teacher who is requested by district-level administration to attend district-sponsored summer workshops or attend curriculum work outside of contracted time shall be paid $15 per hour.

Section IJ: SCHOOL ATHLETIC EVENTS

Paragraph 1: District Employees who are assigned and work at school athletic events will be paid $30 for an initial block of four hours and $15.00 for every 2-hour block thereafter. Positions include, but are not limited to ticket handlers, scorekeepers, clock operators, announcers, timers, starters, judges, supervisors, and other personnel deemed necessary by the athletic department.

Section IK: SUBSTITUTING FOR OTHER TEACHERS

Paragraph 1: Each teacher who substitutes for another teacher in lieu of a scheduled plan period shall be paid $12.00 per half-hour or portion thereof. This provision shall also apply in the event that, instead of hiring a substitute for an absent teacher, that teacher's students are combined with another class or other classes. If the absent teacher's students are divided among more than one class, the pay will be divided proportionately among the teachers involved. In case the assignment of students to other classes is for duration longer than one hour, then the rate of pay will be multiplied as stipulated above.

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Section KL: SUPPLEMENTAL DUTIES AND EXTENDED CONTRACTS.

Paragraph 1: The terms “supplemental duties” and “extended contracts” shall refer to a special class of responsibilities for which compensation is paid for specific assigned and accrued services as designated in Section M, N, and O in USD 261 Master Agreement.

Paragraph 2: All assignments in the supplemental and extended duty salary schedule are for a single contract year with subsequent reassignments made on the basis of administrative recommendations and approval by the Board of Education. Supplemental and extended duty contracts shall be submitted to the employees as soon as possible after approval is given by the Board and are by separate contract.

Paragraph 3: The Board of Education shall have the authority to add or delete assignments to the list of supplemental duties or extended contract responsibilities by Board action with prior notice to all interested parties.

Paragraph 4: Employees and administration may utilize a committee to make recommendations to the Board in the area of supplemental duties and extended contracts for employees. The committee shall consist of six persons as follows: one person designated by the superintendent, the high school and middle school assistant principals for student activities/athletics, one high school employee, one middle school employee, and one elementary employee. The employee members shall be appointed by HEA and one must be a member of the HEA negotiation team. The appointments shall be made at the beginning of each school year to be effective for that year. Any employee or administrator may submit an application for modification of supplemental duties or extended contracts for the subsequent school year to the building administrator no later than December 1. The building administrator shall forward such requests to the committee. The committee shall meet outside of the regular workday. The chairperson shall submit recommendations of the committee for additions or deletions of supplemental and extended

positions to the superintendent by February 1 so that the Board may consider the matter at the March Board meeting. The chairperson shall submit all recommendations of the committee for changes in amount of extended time and changes in salary to the superintendent and HEA president by March 1. Final action on this recommendation for amount of extended time and salaries will be through the negotiation process. Changes in addition to these recommendations could be considered during the negotiations process.

ARTICLE VI: NONINSTRUCTIONAL RESPONSIBILITIES

Section A: STATEMENT OF RESPONSIBILITY

Paragraph 1: The Board and the teachers recognize that the primary responsibility of teachers is the instruction of students.

Section B: NONTEACHING SERVICES

Paragraph 1: On a periodic basis, secondary teachers (6-12) will assist with bus duty, after school detention, and other sponsorships.

Paragraph 2: Teachers will agree to sponsor clubs during school hours. Teachers will work at school athletic events on a paid-per-event basis.

Paragraph 3: Teachers so assigned shall attend Vocational Advisory Board Meetings (data processing, etc.)

Paragraph 4: Elementary teachers shall assist with bus duty. Every elementary teacher will be provided with an approximate 25-minute period to eat lunch, at which time teachers shall not have responsibility to supervise students. An effort will be made to assign all certificated staff assigned to the building to supervisory duty on an equitable basis.

Paragraph 5: Teachers shall not be required to transport students to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or a condition of employment under a supplemental contract However, a teacher may do so voluntarily with the advance approval of the building principal.

Paragraph 6: Any teacher who has a regular responsibility in his/her base contract in more than one building and who is thus required to use his/her own automobile in connection with his/her assignment shall be compensated at a rate established by the Board of Education after considering the rate set by the State of Kansas. Such compensation will be paid on a monthly basis. No mileage compensation will be payable except as permitted by Board of Education policy.

Paragraph 7: Teachers may be required to collect and transmit money to be used for educational purposes and are expected to exercise reasonable care to assure that any money collected will not be lost. Effort will be made to keep money collection by teachers to a minimum.

ARTICLE VII: ACADEMIC FREEDOM

Section A: CONTROVERSIAL ISSUES

Paragraph 1: If education is to remain a viable force, controversial issues cannot be ignored. Good teaching techniques provide, however, that adequate preparation on the part of student and teacher takes place before controversial issues are explored.

Paragraph 2: In determining appropriate methods for specifying controversial issues, the following ideas should be considered:

(a) Included in the area of controversial subjects are ideas, words, movies, still pictures, religions, books, socio-economic aspects of life and political policies, theories, and platforms, which may be reasonably expected to generate strong and diverse opinions. Teachers should be aware that controversy may spring from the most innocuous beginnings and be prepared for it to the best of their ability.

(b) The topic should be geared to grade level and within the emotional, intellectual, and social abilities of the class.

(c) Materials should be available to the student, which present all sides of the issue.

(d) Students should feel the topic is of importance and interest to them.

(e) The teacher should feel qualified to lead the discussion both personally and academically.

(f) The issue should evolve naturally from classes being taught and agree with the general aims and objectives of the schools.

Paragraph 3: The use of new instructional materials and classroom presentations that may involve controversial issues should be planned by the individual teacher and discussed with the department chairman and the building principal before they are initiated in the classroom.

Paragraph 4: The individual teacher shall exercise his/her professional judgment in his implementation and selection of supplementary materials within the guidelines established by the administration and the curriculum committee for the subject area.

ARTICLE VIII: LEAVES

Section A: SICK/PERSONAL LEAVE

Paragraph 1: Accumulation: All full time teachers will be credited with 12 days of sick/personal leave at the beginning of each school year. Any unused leave from previous years shall accrue, provided the total does not exceed 130 days. Sick/Personal leave shall be prorated for any teacher who is contracted for less than full time or who begins employment after the beginning of the normal contract year or ends employment prior to the end of the contract year. Sick/personal leave shall be prorated for teachers on extended teaching contracts.

Paragraph 2: Accumulated Unused Sick/Personal Leave: Any days accumulated beyond 130 shall be compensated at a rate equal to the current substitute rate of pay for the district and shall be included in the June check. This benefit becomes effective upon the ratification of this contract and is not retroactive.

Paragraph 3: Use of Sick/Personal Leave:

(a) The number of days used for personal leave or a combination of Sick/Personal leave within any school year shall not exceed the number of sick/personal leave days awarded for that contract year. Days contributed to the sick leave bank will be counted in this number. After the days awarded for the current year are used, only sick leave will be granted.

(b) Sick/Personal Leave requests shall be made in advance whenever possible.

(c) Planned Sick/Personal Leave of more than 2 days shall be submitted at least one week in advance.

Paragraph 4: Written Notification: The Board may require, following prior written notification to the teacher, that further use of sick leave days may require verification by a licensed physician or dentist.

Paragraph 5: Sick Leave Bank: The bank established has the following qualifications:

(a) To participate, the teacher must have contributed a day of their leave. *

(b) Once in the bank, you remain in the bank, until a new donation of days is needed or written notification is received by the HEA president prior to September 2.

(c) When the balance of days in the bank drops below 120, a new donation of days will be necessary.

(d) The teacher has used all of his/her accumulated leave.

(e) An application requesting withdrawal of days from the SLB is filed with the governing committee, appointed by the Haysville Education Association.

(f) The days drawn from the bank are used for the personal prolonged illness of the employee or the extended illness of a member of the immediate family.

(g) The maximum number of days that a teacher may withdraw from the bank will be determined by the governing committee. The bank will be administrated by the Haysville Education Association. Denial of the application to withdraw days from the SLB may be appealed to an appeal committee. The appeal committee shall consist of one person appointed by the HEA, one person appointed by the Board, and one person appointed by the two members of the appeal committee. It is understood that the Board may appoint a teacher as its committee member. The decision of the appeal committee will be final.

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* Employees who did not collect any days from the bank during the 2015~~4~~-2016~~5~~ school year will automatically become members of the bank for the 2016~~5~~-2017~~6~~ school year without the need of donating an additional day. Employees who received one or more days during the 2015~~4~~-2016~~5~~ school year must donate one day to continue membership in the bank. Employees who did not participate in the bank during the 2015~~4~~-2016~~5~~ school year must donate one day to become members for the 2016~~5~~-2017~~6~~ school year.

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Section B: TEMPORARY LEAVE

Paragraph 1: General: Subject to the superintendent's approval, a teacher may be granted temporary leave for the following purposes. If not approved, any such leave may be considered an absence subject to deduction.

Paragraph 2: Emergency Leave: Emergency leave may be granted by the building principal and/or the superintendent. To the extent possible, teachers shall give as much notice as possible in requesting emergency leave. Teachers shall make prior arrangements for a responsible person to notify the building principal and/or the superintendent of any emergency for which the teacher is unable to give notice. If a teacher does not desire to have a deduction made from his/her salary for any emergency leave without notice, he/she shall make application to the Board by filing a request with the superintendent within 10 days following his/her return from such emergency leave. The request shall explain in full the nature of the leave and the reasons why the teacher is of the opinion his/her salary should not be docked or reduced. It is understood that such leave, if granted, may be deducted from the accumulated sick leave of the teacher.

Paragraph 3: Legal Leave: Legal leave may be granted by the building principal and/or superintendent when a teacher is to appear in court in answer to a jury summons or when a teacher is subpoenaed as a witness in litigation for reasons other than the teacher's personal neglect, violation of law or matters in which the teacher has a vested interest. The teacher will be paid his/her regular daily salary provided that the teacher endorses over to the school district treasury his/her witness or juror's compensation not including travel or subsistence reimbursements.

Paragraph 4: Professional Leave: The superintendent shall have the authority to grant leaves for any teacher during the school year for the purpose of attending professional conferences, meetings, workshops, school visitations, curriculum development, and joint study committees. All such requests must be submitted to the superintendent on the appropriate form. The Board will provide a limited budget annually for authorized travel and/or expenses for attendance at such professional conferences, etc. al.

Section C: MISCELLANEOUS CONDITIONS

Paragraph 1: The superintendent may authorize temporary leave for any other purpose.

Paragraph 2: All cases not specifically defined in these regulations shall be subject to a ruling of the Board. Full deduction shall be made for unapproved absences and absences in excess of the accumulated total of sick leave days. Deductions shall be made on the basis of the teacher's daily rate of pay.

Paragraph 3: Immediately after return to duty after an absence, a teacher shall file with the building principal a statement verifying the dates and cause of the absence. All such written statements shall be forwarded to the business office.

Section D: EXTENDED LEAVES

Paragraph 1: General Provisions: The superintendent may recommend extended leave for any purpose. In making such recommendations, the superintendent will consider the available replacements and potential benefits to the district, as well as the nature of the request. All recommendations for extended leave must be submitted to the Board for final determination and shall state beginning and ending dates, when possible.

Paragraph 2: Exchange Teaching Leave: Any teacher desiring leave for the purpose of teaching in another school district shall file written application with his/her building principal or immediate supervisor at least 90 days prior to the first day of the requested leave. Such application shall be in writing and shall explain in detail the length and purpose of the desired leave and the teacher's reason why such leave will be of benefit to the district. The superintendent shall present said request to the Board at its next regular meeting together with his/her recommendation.

Paragraph 3: No exchange teaching leave shall be granted for a period longer than one school year. The teacher receiving such a leave shall be entitled to all of the rights and benefits of employment he/she would have received had he/she performed his/her regularly contracted functions during the period of such leave. No such leave shall be granted until the questions as to which school district shall pay the salary and other employment obligations of such teacher have been resolved in a written agreement between the school districts concerned.

Paragraph 4: Medical Leave: Teachers may request medical leave without pay from the beginning of one school year to the beginning of the following school year upon filing such a request with the building principal or immediate supervisor. Such request shall not extend beyond the beginning of the following year and shall state beginning and ending dates, when possible. The building principal or immediate supervisor shall forward such request to the superintendent, who shall present the request to the Board for its consideration.

Paragraph 5: Extended medical leave shall be available to teachers. Teachers requesting extended medical leave must furnish a written statement from a licensed physician recommending or supporting the request. The Board may require an independent medical opinion, at the Board's expense, from another licensed physician.

Paragraph 6: Teachers returning to work at the expiration of a medical leave of absence must furnish the superintendent with a statement from a licensed physician that the teacher is physically and mentally able to resume the duties of the position for which he/she is returning. The Board may require an independent medical opinion, at the Board's expense, from another licensed physician.

Paragraph 7: As positions become available, the teacher on leave shall be notified and given preference to openings in his/her area. The teacher on leave shall notify the Board by April 15 of his/her intentions whether or not to return. If no position is available, termination pay of thirty-three and one third percent (33 1/3%) of up to a maximum of 100 accumulated sick leave days will be paid to the teacher. The termination pay will not be collectible should the teacher elect not to return. If a position is available, the teacher shall retain his/her accumulated temporary leave and the same position on the salary schedule as that held when the leave began.

Paragraph 8: Study Leave: Any teacher desiring an extended study leave shall file a written application with the superintendent at least 90 days prior to the first day of the requested leave. Such application shall be in writing on a form prescribed by the superintendent and shall explain in detail the length and purpose of the desired leave and the teacher's reasons why said leave will be of benefit to the district. The superintendent shall present said request, together with his/her recommendations, to the Board at its next regular meeting.

Paragraph 9: Political Leave: Educators who intend to become candidates for political office shall notify the superintendent within five days of the date on which the declaration of candidacy is filed. An educator who becomes a candidate for political office may apply to the superintendent for a political leave without pay for the purpose of conducting his/her campaign.

Paragraph 10: Educators who are elected or appointed to a full-time political position (~~ie~~i.e.: county sheriff, county commissioner) shall be required to terminate their employment with the district when they assume office. If elected to a less than full-time office, the educator must make arrangements with the superintendent and school administrator for political leave from his/her school duties in order to maintain a high level of student learning and achievement in the educator's classroom/position.

Paragraph 11: The educator will receive their compensation less the cost of the substitute.

Paragraph 12: the educator will be returned to full-time employment with the school district in a position for which he/she is licensed and endorsed upon completion of his/her public service. This leave will be re-authorized as long as the educator holds the office to which he/she was elected.

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ARTICLE IX: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section A: RIGHTS AND RESPONSIBILITIES

Paragraph 1: Discussion of School Policies: Teachers have the right to express opinions on school policies and conditions, make declarations, and vote on issues.

Paragraph 2: Organizational Activities: Teachers have the right to join and participate in activities of their own choosing that do not violate Federal or Kansas laws.

Paragraph 3: Political Activity: Each teacher is free to exercise his/her rights and fulfill his/her responsibilities as a citizen by participating in political activity, attending functions of political parties, belonging to the party of his/her choice, seeking support in the community on political issues, becoming a candidate for public office, and holding such office. His/her political activity, however, must not compromise his/her professional integrity. He/She must not misuse his/her professional position to pervert academic freedom in the interests of his/her own political beliefs or ambitions of those of a political group.

Paragraph 4: Individual and Personal Rights: The teacher's individual and personal rights are no less than those of other citizens.

Paragraph 5: The teacher has the professional right to request a transfer to another assignment within a building or within the district.

Paragraph 6: Resignations must be submitted according to state law. If submitted after that date, a penalty of $1000 will be assessed through June 30th. On or after July 1st the penalty increases to $2000. The Board of Education could waive or reduce the fee if extenuating circumstances warrant. Resignations are considered final only upon approval by the Board of Education.

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ARTICLE X: TEACHER PROTECTION

Section A: ACTION AGAINST TEACHER

Paragraph 1: No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. No disciplinary action shall be taken against any teacher on the basis of a complaint by a parent or a student before a conference is held between the teacher and the supervisor contemplating the action.

Section B: MEETING OR HEARING

Paragraph 1: A teacher shall be given prior notice, the names of persons who will be present, and the reasons for a meeting or hearing where the teacher is required to appear before the superintendent for disciplinary reasons. The teacher may be accompanied, if prior notice is given to the administration, by a representative of the Association or another interested third party. This third party may advise the teacher, but not participate actively in the meeting or hearing. Following such meeting, a written summary of the matters discussed at the conference shall be read and signed by the teacher who shall receive a copy.

Paragraph 2: Whenever a teacher is required to appear before the Board concerning disciplinary matters, he/she shall be given prior written notice of the reasons for the meeting or hearing and may be represented by the Association or by a person of his/her own choosing.

Paragraph 3: A teacher may be represented by legal counsel at all times.

Section C: SOLICITATIONS

Paragraph 1: Every reasonable means shall be used to discourage students, parents, and organizations from soliciting teachers during the school day.

ARTICLE XI: TEACHER BENEFITS

Section A: TAX-DEFERRED ANNUITY CONTRACTS

Paragraph 1: The teacher must file an application for the purchase of the annuity on the regular form of the company of his/her choice with the business office in order for the annuity contract to become effective.

Paragraph 2: New tax-deferred annuity companies must sell at least five new policies in order to be established in Unified School District #261.

Paragraph 3: Annuity contracts between the teacher, the Board of Education, and a qualifying annuity company may become effective at any time during the year provided the payroll department is supplied with the necessary and required authorization on or before the payroll cutoff day of the month such contracts are to become effective.

Paragraph 4: The teacher, not the Board, has the responsibility to initiate a change or the termination of the purchase of tax-deferred annuities in accordance with established Board policies.

Paragraph 5: The Board of Education will accept reciprocal contracts of other school districts for the purchase of such annuity contracts.

Section B: INJURY BY BATTERY

Paragraph 1: Whenever a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment and when investigation by the administration indicates that he/she has used reasonable judgment, he/she shall be paid his/her full salary less any other Board provided or state provided teacher compensation or disability benefits for the period of such absence without having such absence charged to his/her accumulated sick leave. Payment for such absence shall not extend beyond thirty (30) calendar days. In cases where a teacher loses time as a result of his/her following Board or administrative policy, at its discretion the Board may excuse such absence without loss of pay or sick leave.

Section C: FRINGE BENEFIT POOL

Paragraph 1: The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement to pay premiums desired.

Paragraph 2: Each teacher may reduce his or her contract by an amount up to $16,100 to be used for various fringe benefits offered in the pool. The benefits offered shall include: (1) group term life and accidental death and dismemberment insurance, (2) health insurance with optional dental and vision riders, (3) cancer insurance, (4) medical expense reimbursement, (5) dependent care reimbursement.

Paragraph 3: When it becomes necessary as determined by either the Association or the Board to select companies to provide benefits within the fringe benefits pool, a committee shall be formed consisting of nine people. Five shall be appointed by the Association president and four by the Board. This committee may receive and review bidding and may select companies to provide such benefits.

Paragraph 4: Any tax chargeable claims payable under an option, which would normally be the Board's, shall be paid by the individual teacher.

Paragraph 5: If subsequent laws, statutes, or administrative rulings should alter the 125 salary reduction plan, the package options will be reopened upon the request of the Association for the purpose of renegotiations.

Paragraph 6: Health Care Plan: The Board of Education will provide $325 per month for a single defined benefit and $510 per month for a family defined benefit. If two U.S.D. 261 employees are in the same family and are taking the family plan, one employee member receives the $510 benefit and the second employee member receives the $325 benefit. Teachers must be enrolled in the district sponsored and approved health care plan and elect to participate in said health care plan on or before September 1st of each year.

Paragraph 7: Dental Care Plan: The Board of Education will also provide $26.98 per month for a single defined dental benefit. Teachers need not be enrolled in the district sponsored health care plan. Teachers must be enrolled in the district sponsored and approved dental care plan and elect to participate in said dental care plan on or before September 1st of each year.

Section D: HEALTH & WELLNESS

Paragraph 1: The Board of Education provides up to $100 per school year for health club memberships with cooperating businesses.

Section E: USD 261 LONGEVITY PAY

Paragraph 1: The Board of Education shall recognize years of teaching service within Unified School District 261. Longevity pay shall be established from school district records and included as additional compensation to the basic teacher contract.

Paragraph 2: A full semester's experience shall count as one year of experience. Full semesters taught in two different years shall be combined for one-year credit.

Paragraph 3: A certified teacher must be employed five-tenths contract or more to qualify for longevity pay credit.

Paragraph 4: Longevity Pay: After three (3) consecutive years with U.S.D. 261 a teacher will be eligible to receive longevity pay of $500, to increase by $25 per year for each year of service thereafter.

Paragraph 5: A teacher that has left the district as an employee and returned to employment within 5 years is eligible for longevity pay at the full number of total years employed in the district. Effective July 1, 1989, a teacher returning to employment in USD 261 after a 5 year or more absence will not receive credit for longevity pay for previous years of employment.

Section ~~F~~G: TERMINATION PAY

Paragraph 1: Termination pay will be thirty-three and one-third percent (33 $^{1}/_{3}$%) of up to a maximum of 100 accumulated days of sick/personal leave.

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ARTICLE XII: DISCIPLINE AND PUPIL CONTROL

Section A: CLASSROOM

Paragraph 1: General: The individual classroom teacher must assume the major responsibility for classroom control and discipline and his/her judgment in this regard will be relied on the general course. The Board hereby recognizes its responsibility to give support and assistance to teachers in this endeavor.

Paragraph 2: Gross Misbehavior: When gross misbehavior occurs, the teacher should contact parents and notify the building principal. Any show of disrespect by word or action toward any staff member, open defiance that may threaten the general discipline of the school or the classroom, or carrying or using weapons in a school building or on school grounds shall not be permitted. Parent conferences with teachers and/or building principal(s) should be scheduled and/or other appropriate disciplinary action taken.

Paragraph 3: Referral of Pupil: When, in the judgment of a teacher, a pupil requires referral to professional personnel or specialists, he/she shall so inform his/her building principal or immediate supervisor. The building principal or immediate supervisor shall arrange as soon as possible for a conference, which includes him/herself, the teacher, and appropriate specialists to discuss the problems and to decide upon appropriate steps for its resolution.

Paragraph 4: Removal of Pupil from Classroom: When, in the judgment of a teacher, pupil is seriously disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from his/her class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decisions to remove the pupil, the teacher will advise the building principal of the action and will, as soon as possible, furnish full particulars, which led to the decision. Appropriate written records of such removals shall be maintained by the building principal and teacher and shall be available to the parties upon request. The pupil shall not be readmitted without consultation with the teacher. If a student is removed from the supervision of the teacher, the teacher will be notified as soon as possible.

Section B: PHYSICAL FORCE

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

ARTICLE XIII: FILES

Section A: TEACHER FILES

Paragraph 1: The teacher's file in the building principal's office and in the superintendent's office shall be open to inspection by the teacher during regular business hours or by appointment. Credentials and related papers from teacher placement bureaus, which by their own regulation are labeled "confidential," shall not be open to inspection by the teacher.

Paragraph 2: No material derogatory to the teacher's conduct, service, character, or personality shall be placed in the teacher's file until the teacher has had an opportunity to review the material. The teacher shall have the right to answer any material filed, and his/her answer shall be affixed to the material and placed with it in the teacher's file.

Paragraph 3: A teacher may obtain, upon request, a copy of the material in question in his/her file as set forth in Paragraphs 1 and 2 above.

Paragraph 4: A teacher may petition the superintendent to remove derogatory material including conference report forms from the teacher's file when such material has been in the teacher's file for a period of 24 months. All materials pertaining to a teacher's evaluations must be retained for a period of at least 36 months.

ARTICLE XIV: ASSOCIATION RIGHTS AND PRIVILEGES

Section A: GENERAL

Paragraph 1: The Board will, upon request, provide the Association with any documents legally available. The cost of reproduction, for multiple copies, will be borne by the Association.

Paragraph 2: The Board will provide in an unused space somewhere in the system adequate space to store Association materials and act as office space for the Association. The Association shall be allowed to install a telephone in such office at its own expense. The expense of furnishing and all other expenses shall be borne by the Association.

Paragraph 3: Requests for space and services for professional meetings shall be made on appropriate forms. Charges will be made in line with category of space and service usage.

Paragraph 4: The Association has the right to post items on faculty bulletin boards, to place items in the teacher's boxes, and to use inter-school mail.

Paragraph 5: The Association has the right to raise issues related to the interpretation of the negotiated agreement directly with the superintendent. The Association also has the right to file a grievance related to the interpretation of the Association Rights and Privileges. The grievance should follow the same procedure as described in Article XV Section C.

Section B: HEA, KNEA AND NEA MEETINGS

Paragraph 1: At the beginning of every school year, the Haysville Education Association shall be credited with five days to be used by members of the Association for Association business, including the delegate assemblies, and professional meeting not specifically curriculum oriented. The use of these days is to be at the discretion of the Association as determined by the Association's Representative Council and approved by the superintendent of schools.

Paragraph 2: The Association agrees to notify the building principal(s), not less than five school days prior to the date of the meetings. The building principal's(s') recommendation(s) will then be forwarded to the superintendent for final action.

Paragraph 3: The Association agrees to reimburse the school district the amount of the substitute teacher's pay for each day in excess of the five days up to a limit of ten additional days. All days beyond the additional ten days are to be reimbursed at the daily rate of the teacher's salary who is absent from the teaching position for professional business. No substitute salaries will be charged unless a substitute is actually employed. All days utilized by the H.E.A. for professional meetings will be charged against the days allocated through negotiations.

Paragraph 4: Any assigned responsibilities missed as a result of professional meetings not approved in accordance with the preceding policies will be considered the same as work not performed and full salary reductions will be made.

ARTICLE XV: GRIEVANCES

Section A: PURPOSE

Paragraph 1: The purpose of the grievance procedure is to provide for the fair, orderly, and expeditious adjustment of grievances of an individual teacher or teachers at the lowest level.

Section B: DEFINITIONS

Paragraph 1: Grievance shall mean any alleged violation, misinterpretation, or misapplication of the terms and conditions of any teacher's contract of employment.

Paragraph 2: Grievant means a teacher of Unified School District #261, Sedgwick County, Kansas, having a grievance.

Paragraph 3: Days shall mean school days unless otherwise stated, except that, during the period between the last day of classes of one school year and the first day of classes of the following school year, days shall mean when the district central administration office is open.

Section C: GENERAL PROCEDURES

Paragraph 1: The adjustment of grievances shall be accomplished as soon as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his/her grievance is being considered.

Section D: SUPPLEMENTAL CONDITIONS

Paragraph 1: 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.

Paragraph 2: Upon the final determination of the grievance, the documents, communications, and records relating thereto shall be maintained by the Assistant Superintendent for Personnel and Learning Services.

Paragraph 3: All grievance hearings shall be closed. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

Paragraph 4: The filing of a grievance at all levels shall be submitted on the USD261 employee grievance form and shall be specific as to the nature of the grievance.

Paragraph 5: A grievance may be withdrawn at any level without establishing precedent.

Paragraph 6: At any step in the grievance process, representatives and/or witnesses may be present if requested by either party.

Section E: LEVELS

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Level	Participants	Process	Conference Timing	Resolution Deadline
One	• Employee and HEA Representative if requested • Principal and Immediate Supervisor if requested	The grievant shall submit the employee grievance form within 20 days after the occurrence of the event or after the grievant becomes aware of such event. During the discussion the aggrieved person, either directly or through the HEA's representative shall seek to resolve the matter.	Conference is held within seven days of receiving the grievance form.	Seven days following the conference
Two	• Employee and HEA Representative if requested • Superintendent or designee	In the event that the grievant is not satisfied with the disposition of his/her grievance at level one, or in the event that no decision is reached within seven days he/she may appeal the matter to the superintendent.	Conference is held within ten days of receiving the grievance form.	Ten days following the conference
Three	• Employee and HEA Representative if requested • Superintendent or designee • F~~ederal~~ M~~ediation &~~ C~~onciliation~~ S~~ervice~~*	In the event that the grievant is not satisfied with the disposition of his/her grievance at level two, or in the event that no decision is reached within ten days he/she may appeal the matter for mediation to the Federal Mediation and Conciliation Service (316) 269-7173.	Conference is held within twenty days of receiving the grievance form.	Ten days following the conference
Four	• Employee and HEA Representative if requested • Superintendent or designee • Board of Education	In the event that the grievant is not satisfied with the disposition of his/her grievance at level three, or in the event that no decision is reached within ten days he/she may appeal the matter to the Board of Education.	Conference is held within thirty days of receiving the grievance form.	Twenty days following the conference * ***See Note***

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Note The Board shall submit its decision in writing to the grievant within 20 days from the date the hearing is completed. As an alternative, the Board may assign a hearing officer to hear the grievance and to recommend action on the grievance to the Board. Such recommendation shall be made to the Board within 10 days after the hearing officer has completed the hearing.

The Board shall rule on the grievance within 15 days after receiving the grievance in writing. The Board shall submit its decision in writing to the grievant within 15 days from the date such decision is reached.

ARTICLE XVI: TEACHER REPRIMAND

Section A: GENERAL

Paragraph 1: Normally problems concerning complaints and/or the teacher's performance will be called to the teacher's attention in an oral conference, however, it may be necessary for the building principal to conduct a conference and prepare a written conference report thereof. In such cases the teacher will receive a copy of the report if such report is placed in his/her personnel file.

Section B: CONFERENCE REPORTS

Paragraph 1: Prior to the conference, the building principal should carefully note those items of concern, which are to be discussed in the conference. (This is not to be done on the conference report.) The teacher will then be notified of the conference, and in the conference will be fully informed of the building principal's concerns. The building principal should give positive suggestions for remedying the deficiencies, which may exist in the teacher's conduct, attitude, or general work habits. Additionally, a date or time frame should be established by the building principal within which the necessary improvement must be shown. The date and time of the follow-up conference should be established as a part of the conference report.

Paragraph 2: In those instances where a teacher's infraction of rules or delinquency in professional performance is not at that time of such consequence that it may affect the teacher's employment status, the Board, or its administrators, may institute the following informal disciplinary procedure:

(a) Oral admonition to the teacher, advising of problem, providing suggested ways of correcting problem.

Paragraph 3: In those instances where a teacher's infraction of rules or delinquency in professional performance is at that time of such consequence that it may affect the teacher's employment status, the Board or its administrators shall write a conference report, in triplicate, containing the following:

(a) Items of concern (cite specific examples)
(b) Suggested remedies
(c) Time frame for improvement

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Paragraph 4: The teacher should be given an opportunity to attach any comments he/she may have concerning the conference or the concerns and recommendations contained in the conference report. After both have had an opportunity to comment, the building principal and the teacher should sign the conference report. This signature does not indicate that the teacher agrees with the conference report or that the building principal agrees with the teacher's comments, but rather attests to the fact that the conference was held and that the teacher was apprised of the comments made by the building principal.

Paragraph 5: After the conference reports are signed, the teacher should receive a copy of the report and the building principal should maintain a copy for his/her file. The original should be sent to the superintendent.

S

~~S~~ection C: COMPLAINTS

Paragraph 1: Complaints regarding a teacher made to an administrator by any parent, student, or other person, shall be promptly called to the attention of the teacher, as the administrator deems

appropriate. Any complaints not brought to the attention of the teacher within ten consecutive contract days shall not be used in the formal evaluation process.

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ARTICLE XVII: INDIVIDUAL CONTRACT FORM

HAYSVILLE UNIFIED SCHOOL DISTRICT #261

RETIRED TEACHER'S BASIC CONTRACT

This contract, made and entered into, this _____day of _____~~, 20~~, 20____~~, by~~, by and between the Board of Education of Unified School District No. 261, Sedgwick County, Kansas, hereinafter called the "board" and _____, hereinafter called the "teacher."

The parties hereto agree that teacher shall be employed by the board as an employee of said Unified School District No. 261, Sedgwick County, Kansas, for the school year 20__-20__, as defined and scheduled by the board, which shall include at least ___ duty days of teaching and other assignments as designated by the board, beginning _____, 20__ at the salary of $_____ for said year, payable in equal installments, commencing _____, 20__, subject to the following terms and conditions:

1. The services to be performed by the teacher hereunder shall be as determined and assigned by the superintendent of schools, and teacher shall be subject to the policies, orders, rules and regulations of the board; however said policies, orders, rules and regulations are not a part of this contract. The board reserves the right to transfer or reassign teacher to any other school, or to any educational project or program of the school district for which teacher is qualified.

2. This contract is contingent upon teacher being and remaining licensed during the term of employment hereunder with respect to the position for which teacher is employed as provided by law; in the event teacher shall be unable to furnish to the board and to maintain an applicable Kansas Instructor's License to be in full force and effect during the term of employment hereunder, this contract shall be null and void, terminated and cancelled.

3. As a condition to entering or continuing employment, teacher is required to submit a certification of health signed by a licensed physician, the expense thereof to be borne by the teacher, as provided by K.S.A. 72-5213.

4. In the event the employment of teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the board.

5. In the event teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the board.

6. Teacher understands that as a retiree under the Kansas Public Employees Retirement System, provisions of the Negotiated Agreement between U.S.D. No. 261 and the recognized teacher bargaining unit, pursuant to K.S.A. 72-5414, *et seq*, do not apply to this contract of employment.

7. Teacher understands that as a retiree under the Kansas Public Employees Retirement System, provisions of the Kansas Due Process Procedures Act, K.S.A. 72-5436, *et seq*., do not apply to this contract.

8. The parties understand and agree that the board has the option of completing a criminal history records check. The board can terminate employment if the results of the criminal history records check reveal that the teacher has been convicted of any offenses specified in law.

9. This contract 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.

10. The entire employee's KPERS surcharge will be deducted from their normal and usual placement on the salary schedule. The remaining figure will be recorded on the retired teacher's basic contract.

NOTE: This deduction is pretax.

WITNESS OUR HANDS on the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 261

SEDGWICK COUNTY, STATE OF KANSAS

By: _____
President, Board of Education

(By Authority and Direction)

This contract received, filed

and attested by me this

_____, 20__ _____

Superintendent of Schools

_____

Clerk Board of Education _____
Teacher

ARTICLE XVIII: EDUCATOR EVALUATION

Section A: GENERAL

Paragraph 1: Good school educators, as well as other professional people, are interested in maintaining a high level of competency in their chosen field. Likewise, the Unified School District No. 261 is very much interested in assisting their educators in achieving a high degree of proficiency in their duties.

Paragraph 2: To assist each other and every educator in an orderly and constructive manner, it shall be the responsibility of the superintendent and the building principals and/or immediate supervisors to periodically evaluate each educator to better perform his/her duties.

Paragraph 3: Educator evaluation process will be consistent with procedures outlined in State Law.

Section B: PURPOSE

The purpose of the educator evaluation process is to provide for continual improvement of instruction and student learning. It is the belief of the Board and the Association that this procedure will provide the best opportunity for ~~a~~an educator to have security in employment and to improve his/her effectiveness.

Section C: GENERAL PROCEDURES

Paragraph 1: The building principal and/or immediate supervisor shall discuss educator evaluation objectives, procedures, and evaluation tool with the educators before the evaluation each year. The Haysville Educator Assessment Tool is approved for use in the district.

Paragraph 2: Educator-building principal and/or immediate supervisor evaluations shall be arranged according to the following schedule:

(a) During the first two (2) consecutive years of employment in a school, each educator shall be evaluated at least once each semester. Additional evaluations shall be scheduled as needed in order to provide new educators with maximum assistance in the strengthening and improving of educator performance.

(b) During the third and fourth consecutive years of employment, each educator shall be evaluated at least once each year.

(c) All other educators in the school and/or district shall be formally evaluated at least once every three years thereafter.

(d) Evaluations may be made on any educator more often than is stipulated if deemed necessary by the superintendent.

Paragraph 3: In addition to the formalized evaluation procedures, it is expected that frequent conferences of a more informal nature will take place concerning improving the quality of teaching performance. These conferences may result from a variety of circumstances such as but not limited to:

(a) Observation by the building principal and/or immediate supervisor in the area in need of immediate improvement.

(b) Concerns expressed by the educator concerning any problem or areas in which the educator feels the need for assistance in order to improve educator performance.

Paragraph 4: This in no way excludes the superintendent from making classroom visitation for the purpose of educator evaluations. If, as a result of informal observation and ensuing conferences,

specific guidelines and directives are needed to improve teaching performance, these are to be filed in the same manner as the formal evaluation reports.

Paragraph 5: Copies of the educator evaluation report shall be made for the building principal and/or immediate supervisor, the superintendent, and the educator. A copy of the completed evaluation report and the responses thereto shall be maintained in the educator's personnel file for a period of not less than three (3) years.

Paragraph 6: The educator's file in the building principal's office and in the superintendent's office shall be open to the inspection of the educator during regular business hours or by appointment. Credentials and related papers from educator placement bureaus, which, by their own regulations, are labeled "confidential," shall not be open to inspection by the educator.

Paragraph 7: Except by order of a court of competent jurisdiction, evaluation reports and responses thereto shall be available only to the educator evaluated, the Board, the administrative staff making same, the State Board of Education, the Board and administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to the Board.

Paragraph 8: All monitoring or observation of the professional performance of ~~a~~an educator shall be conducted openly.

Paragraph 9: Any complaints regarding a educator's classroom activities made to a Board member, administrator, or other person, shall be promptly called to the educator's attention by the building principal. These complaints shall be handled objectively and pursued until the issue is, hopefully, resolved.

Paragraph 10: No material derogatory to the educator's conduct, service, character, or personality shall be placed in the educator's file unless the educator has had an opportunity to review the material. The educator shall have the right to answer any material filed, and this answer shall be affixed to the material and placed with it in the educator's file.

Section D: PROCEDURE FOR EDUCATOR EVALUATION REPORT (CHECK LIST)

Paragraph 1: The building principal or immediate supervisor shall make at least three classroom visitations of twenty (20) minutes or longer prior to the completion of the Educator Evaluation Report. These observations shall be separate visits. One visit may be at the educator's request.

Paragraph 2: Each mark of exemplary or unsatisfactory must be supported by written statements or documentation. Any job targets created shall be over an agreed time period and shall be monitored by the evaluator. For any mark of unsatisfactory the evaluator and the educator being evaluated will hold a conference after the period for improvement to determine the success or failure.

Paragraph 3: Self-evaluation may be considered an integral and important part of the total evaluation program. Prior to formal evaluation conferences, educators will evaluate themselves on the evaluation criteria and bring the self-evaluation to the conference for discussion.

Paragraph 4: The completed evaluation shall be presented to the educator during a conference and the educator shall acknowledge such presentation by his or her signature thereon. At any time not later than ten (10) school days after such presentation, the educator may respond in writing. Such response may serve as a rebuttal of any portion of the report that the educator feels is inaccurate, unfair, or incomplete. The educator may request a review of the evaluation by the superintendent. Such request should be in writing with a copy to the building principal for his/her information.

Paragraph 5: Copies of the Educator Evaluation Report shall be made for the superintendent, the building principal, and the educator. A copy of the completed evaluation report and the responses

thereto shall be maintained in the educator's personnel file for a period of not less than three (3) years.

Section E: PLAN OF ASSISTANCE

Paragraph 1: Normally problems concerning educator performance will be called to the educator's attention in an evaluation report, however, it may be necessary for the building principal to conduct a conference and prepare a written Plan of Assistance.

Paragraph 2: Prior to the conference, the building principal should create an agenda carefully noting those items of concern, which are to be discussed in the conference. (This is not to be done on the Plan of Assistance.) The educator will then be notified of the conference, and in the conference will be fully informed of the building principal's concerns. In the Plan of Assistance the building principal should give positive suggestions for remedying the deficiencies, which may exist in the educator's conduct, attitude, or general work habits. Additionally, a date or time frame should be established by the building principal within which the necessary improvement must be shown. The date and time of the follow-up conference should be established as part of the Plan of Assistance.

Paragraph 3: In those instances where a educator's infraction of rules or delinquency in professional performance is at that time of such consequence that it may affect the educator's employment status, the Board or its administrators shall write a Plan of Assistance, in triplicate, containing the following:

(a) Items of concern (cite specific examples)

(b) Suggested measurable remedies

(c) Time frame for improvement

Paragraph 4: The educator should be given an opportunity to attach any comments he/she may have concerning the conference or the concerns and recommendations contained in the Plan of Assistance. After both have had an opportunity to comment, the building principal and the educator should sign the Plan of Assistance. This signature does not indicate that the educator agrees with the Plan of Assistance, or that the building principal agrees with the educator's comments, but rather attests to the fact that the conference was held and that the educator was apprised of the Plan of Assistance created with the building principal.

Paragraph 5: After the Plan of Assistance is signed, the educator should receive a copy and the building principal should maintain a copy for his/her file. The original should be sent to the superintendent.

ARTICLE XIX: DISMISSAL, NONRENEWAL, AND REDUCTION IN FORCE

Section A: DISMISSAL AND NONRENEWAL

Paragraph 1: A teacher shall be deemed to have completed a year of employment in the school district in the event said teacher has been under contract with the Board of Education for a professional year of teaching duties between July 1 and the succeeding June 30, and has performed teaching duties within the school district on at least one day more than one-half of a professional year during such period. Teaching for any part of a day shall be considered as a day of teaching under this policy.

Paragraph 2: Due Process is granted when a teacher is offered a contract for the fourth consecutive year.

Paragraph 3: The superintendent shall use the appropriate forms in the event a teacher is recommended for dismissal or nonrenewal. All administrative recommendations for dismissal given to the Board shall be accompanied by detailed documentation justifying any such recommendation as required by the Board.

Paragraph 4: Whenever a teacher who is granted due process is given written notice of the Board's intention to not renew the teacher's contract, the teacher may request a meeting with the Board by filing a written request therefor with the Clerk of the Board within 10 days from the date of the receipt of the written statement of nonrenewal of a contract. The Board shall hold such meeting within 10 days after the filing of the teacher's request. The Board shall specify the reason or reasons for the Board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the Board. The Teacher and/or Board may be accompanied by a representative. This representative shall be limited to the Uniserv Director or a current district employee. Within 10 days after the meeting, the Board shall reconsider its reason or reasons for nonrenewal and shall make a written final decision as to the matter.

Section B: REDUCTION IN FORCE

Paragraph 1: In the event that a reduction of personnel becomes necessary, the Board shall attempt to accomplish the same through normal attrition. Should further reduction be necessary, the Board shall first retain those teachers possessing current teaching certificates who are qualified to teach in those grades and/or subjects to be taught.

Paragraph 2: Prior to reduction, the Board shall attempt to place the teachers to be reduced in other teaching situations.

Paragraph 3: Teachers who are reduced shall be offered recall to vacant positions, which they are certified to teach.

Paragraph 4: Recall will be initiated as soon as possible upon the existence of a vacancy in the district.

Paragraph 5: No new appointments shall be made by the Board while there are reduced teachers available who are certified to fill the vacancies.

Paragraph 6: No teacher will lose his/her recall rights if he/she secures other employment during the reduction.

Paragraph 7: Any teacher reemployed by recall shall be given full salary, related benefits, and experience as if continuously employed within the district.

Paragraph 8: Any teacher reduced shall be accorded recall rights for a period of twelve months unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained these rights. The Association shall have the right to file a grievance for a teacher who is not currently employed if it appears that his/her reemployment rights have been violated.

ARTICLE XX: ASSIGNMENT AND TRANSFER

Section A: ASSIGNMENT

Paragraph 1: It is the philosophy of the Board that teachers shall be fully certificated for all classes they are assigned to teach, and at the grade level which they are assigned to teach. The superintendent shall make every reasonable effort to give notice of assignments to new teachers as soon after employment as practical and, except in cases of emergency, not later than June 30.

Section B: TRANSFER

Paragraph 1: All vacancies in existing and newly created positions shall be publicized by the superintendent. Such vacancies shall be posted via the district website.

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Paragraph 2: A teacher who desires a change in grade or subject assignment for the following year within his or her building should file a written statement of such desire with the building principal.

Paragraph 3: A teacher who desires transfer to another attendance center for the following year may do so by applying for posted vacancies as an "internal candidate" through the online application system via the district web site.

Paragraph 4: If a teacher's request for a change of assignment is denied, the teacher may request a written explanation from the superintendent's office.

Paragraph 5: An involuntary transfer shall only be made after a meeting between the teacher involved and the superintendent, at which time the teacher shall be given written reasons for such transfer. The teacher shall have the right to have an Association representative or another party of the teacher's choice present at the meeting.

ARTICLE XXI: RECOGNITION

Paragraph 1: The Board recognizes the Association as the exclusive bargaining representative for regularly scheduled school term employees employed on an annual contract and engaged primarily as classroom teachers, including building counselors, librarians, school nurse, and teacher specialists in special education. Exclusive rights granted to the Association shall include the following: payroll deduction of dues, use of facilities and equipment, leave and release time for Association business, access to an area in a teacher work area for posting association material, mail service (including e-mail), upon request, placement on the school board meeting agenda, and access to information.

ARTICLE XXII: REPRODUCTION OF AGREEMENT

Section A: REPRODUCTION OF AGREEMENT

Paragraph 1: Copies of the negotiated agreement shall be printed at the expense of the Board within thirty days after the negotiated agreement is signed and presented to all teachers now employed, and hereafter employed. The Board shall furnish a copy for each building and a copy for the Association office for its use.

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ARTICLE XXIII: DURATION CLAUSE

Section A: DURATION OF AGREEMENT

Paragraph 1: This agreement shall become effective as of July 1, 2016~~5~~ and shall continue through June 30, 2017~~6~~.

Paragraph 2: The policy set forth herein shall be included by reference in the contracts of all teachers employed by USD 261.

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ADDENDUMS TO CONTRACT

Opportunity to Reopen Negotiations

Paragraph 1: Opportunity to reopen negotiations for salaries based on legislative increase in per pupil funding.