2026-2027

RETIRED EDUCATORS HANDBOOK

SALINA Public Schools

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APPENDIX A 222

SALINA USD 305 FAMILY AND MEDICAL LEAVE PLAN 222

DEFINITIONS
IN ALPHABETICAL ORDER

The following terms as used in this agreement shall mean

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

ARTICLE I

HOURS AND AMOUNTS OF WORK

A. Contract Year

Base contracts for retired teachers will be 182 days. A retired teacher in the first year of employment in USD #305 may be required to attend up to two additional days prior to the first student contact day and will be compensated at his or her daily rate of pay for each additional day.

Contract days shall be utilized as follows:

1. 172 student contact days.
2. Five (5) work days:
    a. The equivalent of 2 days scheduled prior to the first student contact day;
    b. The equivalent of 1 full day at the end of each semester;
    c. 1 half-day at the end of the first and third quarters;
    d. No more than one hour of a full workday may be scheduled for meetings, i.e. IEPs, parent conferences, department meetings, and faculty meetings. No meetings will be scheduled on half-days;
    e. Hours of attendance will not exceed 8 hours;
    f. Other than for scheduled meetings, on-site attendance will not be required of retired teachers on workdays provided all work expectations and deadlines are met.
3. Five (5) staff development days:
    a. The equivalent of 2 days scheduled prior to the first student contact day;
    b. 3 days scheduled during the district calendar setting process; and
    c. Hours of attendance will not exceed 8 hours

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

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

B. Duty Day and Planning Time

All full-time retired teachers shall be on duty for 8 hours per regular workday.

1. The length of the planning period will be determined according to the time scheduled for each instructional period in each building.
2. Retired teachers may voluntarily accept additional teaching assignments for compensation.
    a. In the event that a secondary teacher accepts an assignment to teach during the personal planning period, the teacher shall be compensated at an additional rate of one-eighth (1/8) of their base contract per diem.
    b. In the event that a secondary teacher accepts an assignment in lieu of the team planning/duty period, the teacher shall be compensated at an additional one-sixteenth (1/16) of their base salary contract per diem rate.
3. Retired teachers in elementary classroom positions shall be compensated at the teacher's daily rate of pay for whatever portion of planning time cannot be so scheduled as part of the building master schedule. Records of such planning time will be kept by the teacher and the principal and presented for payment at the end of each semester.
4. Any retired teacher who agrees to substitute for another teacher during their planning period will be compensated $30 per clock hour.
5. Each K-12 retired teacher will have a duty-free lunch period equal in length to the student lunch period.

C. Additional Staff Development Days

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

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

1. Additional Building-Wide Staff Development

   All plans for additional staff development days must be approved by the Executive Director of Educational Programs no later than March 31st for those days planned for July 1 through the first semester or by September 30th for additional staff development days planned for second semester through June 30.

   a. The proposed dates and plans for the staff development shall be submitted to staff for a vote by April 15 of the preceding school term for additional staff development days planned for July 1 through the first semester and no later than October 15 for additional staff development days planned from January 1 through June 30.

   b. Voting shall be completed within one week of the presentation to staff. Ballots shall be returned to the building NEA-Salina representative to preserve the anonymity of the staff.

   c. The principal shall submit voting results to the Executive Director of Educational Programs not more than 1 week following the voting deadline.

   d. When 51% of the staff agree to the additional days, the days become mandatory for all, including the part-time staff. The 51% approval will be computed on those ballots that are returned within the voting period.

   e. Staff who serve in more than one building must participate in the staff development of their home building, but may elect to attend an additional staff development at another site if the home building does not elect to use one or both of the additional day(s). In no case shall staff receive pay for more than two additional staff development days regardless of site attended.

   f. Occasionally, staff may have prior commitments or emergencies arise that may preclude their participation. Those waivers will be granted by the building principal, in concert with accreditation steering committee. Waiver forms will be provided by the Educational Programs department.

   g. Those staff members who require waivers will be provided resources by the principal and will be expected to access the resources to meet the learning outcomes of the planned staff development so as to participate in the school-wide implementation.

   h. Attendees shall be compensated at their daily rate of pay.

2. Small Group Staff Development – Employee initiated

   A building principal may A building principal may suggest one or both additional days of staff development per school term for small group staff development under the following conditions:

   a. All members of the PLC, department, grade level, or other small group recognized by the building principal must commit to the proposal made in writing.

   b. All plans for small group ASD days must be sent to the Executive Director of Educational Programs for approval no later than October 30 for those days planned between January 1 and June 30, and no later than April 30 for any day planned between July 1 and the end of the first semester.

   c. Staff who serve in more than one building must participate in the staff development of their home building, but may elect to attend an additional staff development at another site if the home building does not elect to use one of both of the additional day(s).

   d. In no case shall staff receive pay for more than two additional staff development days regardless of site attended.

   e. Attendees will be compensated at their daily rate of pay.

ARTICLE II

LEAVES

Each full-time professional employee in USD 305 shall be granted ten (10) days Paid Time Off (PTO) (80 hours) for each school year. Leave entitlement is prorated for professional employees who work less than fulltime (1.0 FTE) in a certified position and/or are employed for less than a full contract year. A professional employee's allocated PTO leave may be used for any reason. No more than five (5) PTO days may be used consecutively without prior approval of the principal.

A. PTO Buyback

1. Each year the district will offer a buy-back of unused PTO leave. All retired teachers will be eligible to sell back up to 50% of their annual PTO allocation at a rate of $50 per duty day.
2. Retired teachers may opt to donate unused PTO leave into the Illness and Disability Pool (see "Leave Use with No Loss of Pay up to Accumulated Leave Balance" section B below).
3. All PTO hours not sold back to the district or those days remaining unused at the end of each school year will roll over as sick leave. Sick leave shall accumulate to a maximum of eight hundred (800) hours.
4. Those professional employees who have accumulated more than 100 days (800 hours) of sick leave at the end of the 2017-2018 school year will be allowed to retain those excess hours; however, no additional accumulation will be allowed while the employee's balance is 800 hours or more.

B. Unused Sick Leave Upon Resignation

1. Retired teachers with ten (10) or more years of continuous service in USD 305 shall receive compensation for days of unused sick leave at the rate of $75 per duty day. Payment shall be made upon resignation.
2. In the event of the retired teacher's death, compensation for the unused accumulated leave shall be paid to the professional employee's survivor as designated under KPERS. Any professional employee who is not covered by KPERS shall designate a survivor at the beginning of employment.

Retired teachers are encouraged to request approval for PTO from the building principal at least one week before the intended absence. No more than three (3) teaching employees in any elementary building and no more than four (4) teaching employees in any secondary building shall be absent for PTO leave on the same day. In buildings with fewer than ten (10) teaching employees, no more than one (1) shall be absent for PTO on the same day. The approval of PTO days may be limited based upon the availability of substitutes and the number of teaching employees absent from the building.

During the last four working weeks of the student attendance year (20 student contact days), professional employees may apply for PTO leave but must state a reason. The Executive Director of Human Resources, after consultation with the building administrator, shall determine whether to grant the proposed leave.

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

Retired teachers who have worked in the district for one year or more may choose to use Family Medical Leave (Appendix A) for

1. The birth of a son or daughter;
2. Adoption or placement of foster children;
3. Care of son, daughter, spouse or parents of the employee;
4. Personal illness; or
5. Specific conditions related to military service.

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

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

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

A. Illness

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

B. Blackout Days

1. Retired teachers shall not use PTO on:
   a. A student contact day before or following a regularly scheduled non-attendance day for students on the official school calendar approved by the board;
   b. Parent teacher conference days.
   c. The day(s) of a scheduled district/building in-service day.

2. Exceptions to Blackout Day Restrictions **With** Pay include:
   a. attending events/activities involving their own child as defined under the FMLA if the child is participating as a USD 305 student. This rule extends to USD 305 professional employees working in CKCIE districts outside of USD 305 if that employee's child is participating as a student of that same district or as a USD 305 student.
   b. attending a funeral.

3. Exceptions to Blackout Day Restrictions **Without** Pay include:
   a. For highly unusual and compelling circumstances.
      i. The Executive Director of Human Resources is authorized to approve such exceptions, in their sole discretion, when the need for leave arises from unforeseen events or extraordinary situations that are rare in nature and cannot be reasonably avoided or rescheduled.
      ii. Such exceptions are expected to be infrequent and shall not establish a precedent for future requests.
      iii. If an exception is approved by the Executive Director of Human Resources, the absence shall be granted as leave without pay.

C. Maternity & Adoptive

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

D. Emergency Leave, Absence During Orientation Week and Other Leaves

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

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

A. Professional

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

1. One day per year in alternate years may be granted for the visitation of other schools by a teacher with the recommendation of the department head, building principal and central office supervisor.
2. Two days per year may be granted for a teacher to act as a consultant, clinician, or instructor for staff development efforts at schools in or out of the system. If consultant services are outside the system and the teacher is paid for the services, the teacher is to pay the cost of the substitute.
3. Three days per year may be granted for attendance at conferences, conventions, schools, and/or professional meetings. When attendance at conferences, conventions, visits to schools, and/or attendance at professional meetings is initiated by the principal, director, central office administrator or KSDE or KBOR official (with approval of the principal and Superintendent), the teacher may exceed three days per year.
4. Elected officers of professional organizations, local, state or national, teacher-wide or subject matter oriented, or unpaid civic organizations may be granted necessary days for attendance at meetings of and for said organizations.

B. Jury/Civil

Leave for jury duty shall be granted for any teacher so called. Leave shall be granted for civil duty when the teacher is officially summoned by a recognized civil authority.

C. Administrative Leave

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

When a teacher is placed on administrative leave, the employee has the right to request a representative of their choosing.

D. Parental Leave

USD 305 will provide up to fifteen (15) days of paid parental leave to full-time certified employees following the birth or adoption of an employee's child. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly-adopted or newly-placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

E. Bereavement Leave

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

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

Bereavement leave is not subject to accrual.

LEAVES WITH PARTIAL PAY WITH NO LOSS OF ACCUMULATED LEAVE TIME

A. Temporary Military Duty

Teachers who are members of units of the National Guard or Reserve Forces of the United States and who are called to serve a mandated tour of duty for training or other military service by proper authority pursuant to the laws of the United States or of the state of Kansas shall be granted a leave of absence not to exceed fifteen (15) days during a contract period. Teachers called to serve shall select those duty options which least interfere with the educational program of the district. The leave request must be accompanied by a copy of active-duty orders. The BOE may request a letter from the commanding officer stating that the training could not be taken at a time when school was not in session. The teacher shall be reimbursed by the district to make up any difference between their base contract daily rate and their military base pay during this leave of absence.

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

A. Child Care Leave

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

B. Extended Health Leave

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

C. Political Leave

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

ARTICLE III

SALARY AND ADDITIONAL COMPENSATION

A. Salary Schedule Provisions

1. All retirees shall be placed on the salary schedule at the discretion of the BOE.
2. Employer Paid Health Benefit:

   Annually the BOE will establish the rate provided toward district health insurance for those who qualify.
3. Substitute Teacher Pay - USD #305 teachers under contract will be paid $30 an hour for substituting.

B. Extended Contract

1. Contracts which extend a certified employee's work days beyond the base teaching contract, i.e. extended day contracts, are subject to the provisions of KSA 72-2217, Supplemental Contracts of Employment: Authority, and shall be reviewed annually by the Board of Education. The BOE shall have the discretion to grant or discontinue extended days. The discretion to accept or refuse any or all of the extended days rests with the retired teacher.
2. A retired teacher will be compensated at his or her daily rate of pay for each extended contract day.

C. Required Meetings Outside the Duty Day

All professional obligations inherent to the retired teacher's role, including, but not limited to, parent-teacher conferences, schoolwide events such as math/reading nights, open houses, graduations, and other meetings with parents, whether group or individual, that are integral to core job responsibilities and are encompassed within the agreed-upon salary, therefore, are not eligible for additional compensation.

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

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

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

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

D. Advanced Payment

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

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

E. Supplemental Pay Schedules (Appendix B)

Placement on the supplemental schedule will be as follows:

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

F. Passes to School Athletic Events

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

G. Guidelines for Supplementary Pay for Athletic Events

1. Teachers within the system shall have opportunity to work for pay at athletic events held by the district high schools and middle schools. Supplementary pay for working athletic events shall be $12.50 per hour.
2. Teachers shall direct their applications to the building athletic/activity director at the host school for the events they wish to work. Such application shall be made during the first two weeks of the contract year. Forms and procedures for application are provided online at www.applitrack.com/usd305/onlineapp/. Each building athletic/activity director shall be responsible for scheduling workers for events hosted at their school.
3. Efforts will be made to distribute assignments equitably throughout the year among those desiring to work. Building athletic/activity directors shall also be responsible for training sessions to prepare workers for jobs requiring specialized training.
4. Workers not performing their assignments while on duty shall forfeit their pay and be removed from the list of workers.

H. I.R.C. Section 125/Other Benefits

1. Retired teachers may utilize a salary reduction agreement to use pretax dollars or a salary deduction agreement to use after-tax dollars to purchase coverage(s) as available from BOE designated vendor(s)as follows:
   a. Cancer Insurance;
   b. Dependent Care Expense Reimbursement Plan; c. Medical Care Expense Reimbursement Plan; and
   d. Health insurance
2. Retired teachers may utilize a salary deduction agreement to use after-tax dollars to purchase coverage(s) as available from BOE designated vendor(s) as follows:
   a. Life Insurance; and
   b. Short Term Disability Insurance
3. The BOE shall name the insurance carriers to be utilized in the program, taking into consideration the recommendations of the Manager of Human Resources and of the Benefits Committee.
4. Enrollment in the Section 125 plan shall be done prior to September 1st of the contract year.
5. New retired teachers hired into the district after the enrollment period may select and enroll in the plan within their first thirty (30) calendar days of employment. Once enrolled, the teacher comes under the provisions of the plan.

6. Once the enrollment period has passed, the only changes allowed will be those permitted by Internal Revenue regulations and the insurance vendor, i.e., change in marital or family status including marriage, divorce, death of a spouse or child, or the birth or adoption of a child, or spouse gaining or losing employment. A retired teacher must complete the necessary paperwork within thirty (30) days of the qualifying event in order for the change to be made effective.
7. The BOE shall provide each retired teacher a description of the coverage provided herein, which shall include a clear description of conditions and limits of coverage as provided above. When requested, the BOE shall provide applications and, when necessary, information about the program.
8. The BOE shall provide to each retired teacher on their paystub an annual record of pretax salary reduction by annual and monthly computations so that each teacher has an official record of such deductions.
9. The total compensation that each teacher receives from the district may be used to purchase benefits on either a before-tax or an after-tax basis depending on their preference. A teacher's total compensation shall include salary, additional compensation (as defined on the salary schedule), and supplemental pay as applicable.

J. Mileage Allowance

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

K. Tax Deferred Annuities

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

L. Pay Day

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

M. Relocation Expense

Retired teachers may be provided a uniform relocation expense.

N. Excess Meeting Time Compensation Provision for Special Education Teachers

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

O. School Web Editor Provision

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

ARTICLE IV
PROFESSIONAL APPRAISAL

A. Introduction, Philosophy, and Objectives

1. Introduction. A school system has the responsibility to create a favorable professional climate for the teacher entering the profession as well as for the experienced teacher striving to improve teaching effectiveness. Salina Unified School District #305 works toward this goal through its program of teacher appraisal in which individual needs, abilities and desires are considered within the overall objective of improving student growth.
   a. The insight and growth of the teacher resulting from participation in the appraisal process are more significant than the process itself. Effective evaluation is a continuous, constructive and cooperative experience between the evaluator and the evaluatee, with the evaluator assisting evaluatees in improving their professional performances throughout their careers. (Evaluatee in this document refers to the individual being evaluated.)

2. Philosophy of Evaluation. USD #305 believes that Salina's students deserve the highest quality of instruction. To insure quality instruction for every student, performance appraisal of all certified personnel is essential and is one of the district's primary responsibilities to students, patrons, and staff.
   a. Effective professional appraisal
      (1) reflects research-based standards
      (2) is systematic and continuous
      (3) embodies standards of excellence
      (4) is cooperatively developed between evaluator and evaluatee
   b. Professional growth results from
      (1) maximizing strengths and managing weaknesses
      (2) setting realistic goals
      (3) providing resources
      (4) defining responsibilities
      (5) establishing strategies for continuous improvement
      (6) fostering self-reflection
      (7) monitoring performance

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

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

B. General Evaluation/Appraisal Procedures

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

employment.

a. Additional observations may be initiated by either an administrator or teacher request. The requested additional observation(s) will not be required to comply with notification guidelines of the Professional Appraisal System. It will be noted in the evaluation documents that the observation(s) was/were initiated by teacher or administrator request.

b. All observations of the work performance of a teacher will be conducted openly and with the full, but not necessarily prior, knowledge of the teacher being observed. The use of eavesdropping, public address or audio system, hearsay evidence or surveillance devices is strictly prohibited.

7. The evaluatee shall acknowledge the evaluation report by their signature. An evaluatee's signature upon the evaluation is required but does not necessarily constitute agreement with such evaluation. At any time not later than fourteen (14) calendar days after receiving the evaluation report, the evaluatee may respond in writing. Responding statements will be filed with the evaluator and/or the Executive Director of Human Resources and attached to the original evaluation form.
8. The evaluatee shall have access to all materials placed in the evaluation record and has the opportunity to respond, verbally and/or in writing, to such materials.
9. The primary evaluator shall submit all evaluations conducted within the building to the Executive Director of Human Resources. All evaluation reports and responses shall be maintained in the evaluation files for a period of not less than three (3) years from the date each evaluation is made.
10. Teachers may request to be evaluated at any time, and a building administrator may evaluate any teacher in their building at any time.
11. Evaluation/appraisal documents shall be confidential as prescribed by law.
12. All flowcharts and procedures are available in the PAS Guidelines located on the USD 305 website.

C. Traveling Teachers

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

D. Informal Evaluation

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

E. Unscheduled Evaluations

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

F. Professional Assistance Plan for Non-Probationary Teachers

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

G. The Professional Appraisal System Is A Process, Not A Product

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

ARTICLE V
DISCIPLINE AND PROBATION

A. Discipline of Teacher

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

B. Fair Dismissal of Teachers

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. For the first four (4) years of professional employment with the district, retired teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason Constitutionally protected.
3. Starting in year five (5) of teaching with the district, retired teachers shall have earned non-probationary status. At its discretion, the Board may formally grant non-probationary status to any teacher earlier.
4. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forward by the school board in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the school board's task of building and maintaining an efficient school system.
5. Non-renewal of non-probationary Teachers based on job performance: The requirements of the Professional Assistance Plan (PAP) shall be implemented before a non-probationary teacher may be non-renewed due to prior job performance. An administrator may place a non-probationary teacher on a plan of awareness at any time he/she believes the non-probationary teacher's performance so requires. If the non-probationary teacher's performance fails to improve as the result of the plan of awareness, the administrator may place the non-probationary teacher on an off-cycle evaluation. The off-cycle evaluation must include the implementation of the PAP Plan of professional support. If the non-probationary teacher fails to satisfactorily complete the plan of professional support, the non-probationary teacher will lose designation as non-probationary and may be returned to Probationary status with a continued off-cycle evaluation or may be non-renewed. Failure to satisfactorily complete a Plan of professional support is good cause justifying non-renewal.
6. Non-renewal of non-probationary teachers based on criminal activity, insubordination or conduct unbecoming a teacher: At no time shall an administrator be required to implement the PAP or an off-cycle evaluation before providing notice of non-renewal or termination of a non-probationary teacher due to criminal activity, insubordination or to conduct unbecoming a teacher.

7. If the non-probationary teacher is non-renewed, he/she shall be notified by certified mail prior to the statutory continuing contract date per KSA 72-2251. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request for a hearing. The decision as to whether the hearing shall be open or closed will be at the discretion of the teacher.
8. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from the KSDE list.
9. During the hearing, the entire basis for the nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence in their own behalf. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall determine whether to sustain or reverse the nonrenewal and reinstatement of any lost pay, and shall be rendered in writing to both parties within seven calendar days.
10. It is the intention of the parties that the decision be rendered prior to June 30 and all reasonable efforts should be made to accomplish that goal.
11. The recommendation of the hearing officer will be reviewed and considered by the Board in an executive session. The Board will make the final decision.
12. The retired teacher shall pay for their expenses, including any witnesses and/or representation. The cost of the hearing officer shall be split evenly between the Board and the Retired teacher.

ARTICLE VI
GRIEVANCE PROCEDURE

Purpose

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

A. Definitions

Grievance: shall mean a complaint by a teacher alleging a violation, misinterpretation, or misapplication of a written contract.

Grievant: shall mean the person or persons who institute the grievance. “Grievant" shall also include the grievant's representative, as defined below.

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

Party in Interest: shall mean the person or persons named in the grievance who would reasonably be expected to take action to resolve the grievance.

B. Procedure

1. Level One – Building

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

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

2. Level Two – Director of Educational Programs

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

3. Level Three – Superintendent

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

4. Level Four – Board of Education

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

C. Non-Reprisal

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

D. Miscellaneous

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the progress. The time limits specified may, however, be extended by mutual agreement.
2. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) workdays thereafter.
3. Scheduling: Conferences held under this grievance procedure shall be scheduled at a time and place which shall afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. Every effort shall be made to hold conferences at a mutually agreeable time. Processing of a grievance shall not be conducted during the time when class is in session for the involved parties.
4. Separate File: All documents, communication, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing a grievance may be obtained in the Human Resources Office.

ARTICLE VII
REDUCTION IN FORCE

The school district will observe the provisions of the continuing contract statutes in Kansas to notify teachers that their contracts will be terminated because of necessary reduction in staff.

ARTICLE VIII
SALINA PUBLIC SCHOOLS RETIREMENT PLAN

A. Employer and Employee Paid Contributions

1. A Retirement Plan will be established for each teacher employed in USD #305. This plan will contain up to two (2) accounts. An Employer Paid Account will be initiated for each teacher. An Employee Paid Account will be initiated for each teacher at their request.
2. USD #305 will contribute $1,000 per contract year into each full-time teacher's Employer Paid Account. Contributions will be prorated for teachers who work less than full-time in a certified position and/or are employed for less than a full contract year.
3. Upon beginning their 6th contiguous year as a teacher employed by USD #305, each teacher will become vested in 20% of the amount contained within their Employer Paid Account. The vested portion will continue to increase by an additional 20% per year until the teacher is 100% vested upon beginning their 10th contiguous year with USD #305.

Vesting Schedule:

Year(s)	Amount Vested
1 – 5	0%
6	20%
7	40%
8	60%
9	80%
10	100%

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

4. A teacher may voluntarily contribute from salary an amount of their 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 their Employee Paid Account will be fully vested in this account immediately.
5. A group of investment options, including conservative, moderate and aggressive investment portfolios will be maintained. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher's Employer Paid Account and their employee Paid Account. Employer Paid Contributions for teachers who do not make investment elections will be placed in a default investment account.

   NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.
6. A teacher may access the vested portion of their Employer Paid Account upon termination of an employment contract with USD #305.
7. Employer and Employee Paid Contributions and growth thereon will be considered taxable income subject to 403B rules upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
8. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board.

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ARTICLE IX

OTHER

A. Liquidated Damages

1. Retired Teachers who resign after June 5th will be liable for $5000 in damages.
2. If the district owes the retired teacher any remaining salary, the district will deduct liquidated damages from that payment. If not, the retired teacher shall remit payment to USD 305 within fifteen (15) days after Board approval of the resignation.
3. The BOE may waive application of this damage clause under extreme or emergency circumstances.

B. Early Notification Incentive

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

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

C. Posting of Vacancies

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

D. Transfers

1. Philosophy

   All teachers should be placed in the school and department that will best fit the educational needs of the students of the district as determined by the BOE. While consideration will be given to the teacher's placement preference, transfers shall be used to maintain a proper balance of experience and specialized competence among the schools of the district.

   If a teacher is asked to transfer to a position they are not yet endorsed in, USD #305 will reimburse the teacher for the cost of the test and cost of adding the endorsement to the license once it is completed.

2. Definitions
   a. The movement of a teacher to a different assignment, grade level, subject area, or building shall be considered a transfer.
   b. Both unfilled positions and newly created positions shall be considered vacancies.
   a. A teacher-initiated transfer request shall be filed by submitting an online internal application/transfer form through the Human Resources Department website. The online process allows a teacher to 1) request a transfer to a specific vacancy and/or 2) place their name in a pool for future openings that may occur. Principals have access to the list of teachers that have applied for a transfer to an opening in their school and to the list of teachers in the pool for future consideration. Internal applications shall be valid for openings for the following school year only. Applications expire on July 31st.
   b. When a certified staff member applies for a posted vacancy as in the preceding section, the principal may

1) accept an in-district transfer request, 2) request that a transfer applicant interview along with other applicants, or 3) deny, in writing, the transfer request.

c. Teachers may cancel requests for transfer by sending notification in writing to the Human Resources Department. After action is taken on a transfer request, a teacher may not withdraw the request.

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

5. District Reorganization Transfer
   Transfers will be communicated in a professional manner. Efforts to communicate transfers to teachers will be attempted in this order: first: face-to-face meetings; second, a personal phone call; last resort; registered mail. Whenever a district reorganization involving multiple buildings or grades is anticipated, the district representatives will meet with the Association to develop an orderly process that permits teacher choice to the extent possible.

E. Safety in Classrooms and Schools

1. The Board of Education and NEA-Salina have a shared commitment, through board policy, to the maintenance of safe schools and classrooms by supporting educators who experience student-related violence or threats. Cooperatively, the BOE and NEA-S recognize the importance of maintaining a safe and conducive learning environment by prohibiting any conduct that causes substantial disruption or obstruction of any lawful function of the school.
2. Building Administrators retain authority to address student behavior through applicable policies, restorative practices and individualized interventions while supporting district employees.
3. Following an incident of gross behavior i.e. an act that threatens the general discipline and/or safety of the classroom, the affected teacher may request and is entitled to a visit with the building principal or assistant principal, prior to the student returning to the affected teacher's classroom, provided the principal or assistant principal is on site. In the event the building principal or assistant principal is not on site, a designated alternative administrator will be utilized.
4. If a retired teacher is hospitalized or at home under doctor's orders due to a physical altercation or assault arising out of and in the course of their employment, they shall be placed on paid administrative leave. No loss of pay or accumulated leave time will occur.
5. Professional employees shall not possess, carry, or operate firearms of any type while carrying out their professional duties. Nothing in this section shall prohibit any professional employee from taking possession of a firearm discovered on school property, for the sole purpose of notifying and turning over the discovered firearm to building administration.

F. Appropriate Attire

Retired employees are expected to present themselves in a way that supports their role and a positive learning environment. Attire should be appropriate to the setting and suitable for the work being performed.

Recognizing that each school has its own culture, expectations may vary by building, with guidance provided by the principal.

In general, attire should be neat, safe and suitable for working with students and the public. Clothing that is disruptive to the learning environment or interferes with job responsibilities shall be addressed by the building principal.

G. Personnel Files

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

1. The employee shall contact the HR department to schedule an appointment during regular business hours.
2. A photo ID must be presented at the time of the review.
3. The review will be made in the presence of an HR staff member.
4. The employee may make notes of the contents of their file.
5. The employee may request HR to make copies of specific documents.

6. The employee may not remove any of the contents of the file nor alter any document.
7. The employee shall sign and date a document indicating that the review has occurred.

H. Advocate

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

APPENDIX A

SALINA USD 305 FAMILY AND MEDICAL LEAVE PLAN

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

Spouse – husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in state where it is recognized.
Parent – biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents-in-law.
Son or daughter – biological, adopted, step, or foster child; a legal ward; or a child of a person standing in loco parentis who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that leave is to commence.
In loco parentis – including those with day-to-day responsibilities to care for and financially support a child. This would include grandparents who have taken in a grandchild and assumes ongoing responsibility for raising the child because the
parents are incapable of providing care, or no longer living. Whether an employee stands in loco parentis to a child is a fact issue dependent on multiple factors. Courts have enumerated factors to be considered in determining in loco parentis status; these factors include:

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

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

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

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

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

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

Notice of Leave
When requesting leave, the employee must:

- Supply sufficient information for Salina USD 305 to be aware that the leave provided in this policy may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Provide notice of the need for leave at least 30 days in advance or as soon as practicable;
- Cooperate with all requests for information regarding whether absences qualify for the leave described in this policy;
- Attempt in good faith to schedule leave requests so as to minimize disruption to the academic environment. Failure to comply may result in leave being delayed or denied.
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Intermittent Leave
When medically necessary, employees may take the leave provided in this policy intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are required to cooperate with Salina USD 305 to arrange reduced work schedules or intermittent leave so as to minimize disruption of its academic functions.

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

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

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

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

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

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

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

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

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

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