

Negotiated Agreement 2016-17
USD 353 - Wellington



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ARTICLE A INTRODUCTORY AND EXPLANATORY ITEMS

ARTICLE A-1 Duration of Agreement

The Board of Education of Unified School District 353, Sumner County, Kansas (hereinafter referred to as the Board or the District) and Wellington-National Education Association (hereinafter referred to as the Association or W-NEA) hereby enter into the following Negotiated Agreement pursuant to K.S.A. 72-5413 et seq., as amended. This Agreement shall become effective August 1, 2016 provided it is ratified by a majority of the members of the Board and a majority of the teachers, and except as hereinafter provided, all provisions of this agreement shall expire and terminate on July 31, 2017, unless such provision is specifically agreed upon as being part of a successor negotiated agreement and properly ratified by the parties hereto. Federal and State legislation supersede any contract items of agreement between W-NEA and the Board of Education. This agreement shall remain in full force and effect while negotiations in respect to a 2017-2018 school year are continuing.

BOARD OF EDUCATION
UNIFIED SCHOOL DIST. NO. 353
SUMNER COUNTY, KANSAS

WELLINGTON-NEA
WELLINGTON, KANSAS

BY

BY

Signatured Negotiated Agreement are kept on file at the USD 353 Central Office.

ARTICLE A-2 W-NEA REPRESENTATION, RECOGNITION

The recognized unit from the teachers' association shall represent all certified staff members except those classified as administrators or substitute teachers. The Wellington-NEA is recognized by the School Board for Unified School District #353 as the official agency for all members of the bargaining unit, provided that another bargaining unit has not won an election according to current state statutes. This does not preclude the right of other groups or individuals to be heard by the School Board.

Professional Organizational Leave for W-NEA

W-NEA shall be provided fifteen (15) days professional organizational leave per year (noncumulative) to be used by professional educators who are officers or agents of W-NEA. The procedures for implementation shall be "Requests to be absent for teacher association related meetings are to be made to the Superintendent. If the request is approved, the W-NEA will pay all expenses of the teachers required by law" except that requests for professional organizational leave shall require approval by the W-NEA president before the request is forwarded to the Superintendent for review and approval. W-NEA will request the leave in writing no less than seven (7) days (if possible) in advance of the leave date. The District will be reimbursed the cost of the substitute. This leave will be used for Association business other than the K-NEA Convention.

Employee Organization

- A. **Access to Buildings**---Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times provided that classroom activities are not interrupted.
- B. **Access to Information**---The Board agrees to furnish to the Association, upon request, any records that are currently considered public knowledge.
- C. **Bulletin Board and Mail Service**---The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided by the Board in each school building. The Association shall have the use of employee mailboxes for the dissemination of communications to teachers.
- D. **Use of Facilities and Equipment**---The Association shall have the right to use school facilities and equipment including, but not limited to, typewriters, computers, mimeographing machines, other duplicating equipment, calculating machines, data processing equipment, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for meetings.
- E. **Reproduction of Agreement**---Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all employees now employed, hereafter employed during its life, or considered for employment by the Board. The Board shall furnish six (6) copies of this Agreement to the Association for its use.
- F. **Exclusive Rights**---The rights granted to the Association shall not be granted or extended to any other organization claiming to represent employees of the bargaining unit, provided that another bargaining unit has not won an election according to current state statutes.

ARTICLE A-3 SAVING CLAUSE

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

ARTICLE B TEACHER WORKING CONDITIONS

ARTICLE B-1 HOURS AND DAYS OF EMPLOYMENT

Contracts are to be written based on the adopted school calendar of 177 student contact days. (Rev. 5-2009) As agreed upon at the time that the school day was extended to change from a day schedule (180 days) to an hour schedule (1116 hours), the length of the day shall revert back to the state regulations if the day schedule is re-instated. If the number of days/hours for future calendars exceeds the number of days/hours on the calendar in the current year, compensation will be discussed at negotiations. (Rev. 04-05)

A. Hours

1. Teachers will be expected to be on duty at least ten (10) minutes before the first class period and remain on duty at least thirty (30) minutes after the end of the last period or activity or until 3:45 p.m., whichever comes first. Starting and ending times are listed on the adopted school calendar. (Rev. 7-1999)
2. On Fridays or on days preceding holidays or vacations, the employees' day shall end at such a time that a substantial portion of the student body has cleared the building. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. In other cases, where the closing is specific to one building, staff may be required to report in their own building, if safe and healthy, or at another location not affected by the closing. (Rev. 9-2007)

B. Days

1. Teachers without extended contracts will work N duty days. (N = number of adopted calendar days). (Rev. 7-1994, Rev 2-2014)
2. The following minimum extended contracts will apply to bargaining unit members employed by the district. (Rev. 7-1994, Rev 2-2014)
 - (a) Two (2) extra working days for
 - i. Special education instructors (unless otherwise addressed in this document)
 - (b) Three (3) extra working days for:
 - ii. Speech therapists (two days before the beginning of school and one day at the end of year).
 - iii. Elementary Counselors/Social Workers
 - (c) Ten (10) extra working days for:
 - i. middle school counselor
 - ii. full-time elementary librarians
 - iii. middle school and high school vocational education instructors
 - iv. position 2 school psychologist
 - (d) Fifteen (15) extra working days for:
 - i. full time middle and high school librarians
 - ii. summer band instructor
 - (e) Twenty (20) extra working days for:
 - i. position 1 school psychologist
 - ii. high school counselor
 - iii. vocational coordinator
 - (f) Forty (40) extra working days for vocational agriculture instructor

Some teachers by choice are living outside of Wellington and outside of the school district. All teachers will be expected to be present when school is held. If weather is such that those living away from Wellington

cannot get to Wellington, they may use their personal leave. Any days missed beyond their personal days will be deducted at the regular amount of 1/Nth of the yearly pay per day missed.

ARTICLE B-2 TUTORING STUDENTS FOR PAY

Teachers may tutor students for pay after the regular working day as specified by the Board; however, no tutoring for pay will be done during the regular working day.

ARTICLE B-3 APPLICATION FOR CHANGE OF POSITION OR ASSIGNMENT

Consideration will be given to qualified employees currently employed by the District when a vacancy occurs.

- A. An opening shall be any newly created positions or any remaining positions that have not been filled with members of the bargaining unit involved in-building transfers. This opening will be posted in every building and emailed to every certified employee.
- B. The interviews for said position open in the District will be conducted by an interview team. The administrator in charge may choose the team consisting of at least 3 members from among administrator(s), department heads, grade level teachers, departments, or others using as diverse a team as possible.

The final decision will be based on the best professional judgment of the administrative team and the USD 353 Board of Education, with the welfare of the students as the prime determining factor. (Added 2006, Rev. 2007, Rev. 2-2014, Rev. 8-2016)

ARTICLE B-4 RELEASE FROM CONTRACT (Rev. 8-2016)

After the notice date for teachers to inform the board of their intent to return under the continuing contract law, if a teacher wishes to be released from his/her contract for the succeeding year, he/she shall present his/her intentions to the Board in writing. If the teacher has a justifiable reason, and if a replacement who is qualified and desirable can be found, the teacher may be released. (Rev. 11-2010, Rev. 8-2016)

ARTICLE B-5 PERFORMING FOR FUNERALS

Since performing for funerals is a community service, teachers will be allowed a minimal amount of time to offer this service when requested, provided it is done without pay.

ARTICLE B-6 COMPLAINTS AGAINST EMPLOYEES

Notice of a complaint against a professional employee shall be furnished to the professional employee within three working days the certified employee's administrator is made aware of the incident. If action on any complaint, written or oral, is deemed necessary by the appropriate administrator or director, the information will be recorded on the instrument named "Counseling Form," which will include the nature of the complaint. If a complaint is not used as a basis for action against the employee within one year of its entering the file, such material may be removed from all personal employee files and destroyed at the request of the teacher or administrator with approval of the Superintendent. The counseling form is included in the appendix of the negotiated agreement. (Rev. 7-1994, Rev. 2-2014)

ARTICLE B-7 SAFETY PROVISIONS

- A. The District crisis plan shall be reviewed and updated as needed. Yearly review for staff shall be conducted at the district wide beginning inservice.
- B. Building administration or designee will be responsible for informing substitutes of said crisis plan. In the event of any crisis, building administrators or designee shall be responsible for any substitute and the students of the class to implement said crisis plan. (Rev. 9-2007)

ARTICLE B-8 CALENDAR COMMITTEE

The school calendar committee will be composed of Association-appointed teacher representatives as follows: two from the high school, two from the middle school, one from each elementary, one from Central Office/Roosevelt. The Superintendent (or his/her designee) will be on the committee. The Superintendent will also appoint four other members of the committee. (Rev. 9-2007)

ARTICLE B-9 PREPARATION PERIOD

Employees in the bargaining unit will be granted a preparation period. This time shall amount to at least one class period per day for the High School and Middle School. A time of at least two hundred thirty-five (235) minutes per week shall be allocated for each elementary teacher. (Rev. 4-1997) We agreed to keep the planning time committee in place and continue to study proposals on planning time for elementary teachers. (Added 9-2007)

ARTICLE B-10 EVALUATION

The Kansas Education Evaluation Protocol (KEEP) has been adopted by USD 353. The evaluation process is included in the appendix. The full document can be found at www.usd353.com or a paper copy will be available at central office upon request (Rev. 2-2014) (Rev. 7/21/2015)

Availability of Evaluation Document

Board policy provides that evaluation documents shall be available to the Superintendent, Clerk of the Board, administrators under whose supervision the teacher works, the administrator who evaluates, the teacher, the building administrator under whose direct supervision the teacher will work, and others authorized by law.

Appraisal of Personnel

The building principal has the responsibility for appraisal of all teachers assigned to his/her building. Teachers assigned to more than one building may be appraised by both the principals and a supervisor or specialist. Special education teachers assigned full-time to any one building will be appraised by the principal in cooperation with the Director of Special Education. All traveling teachers have been assigned an immediate supervisor who will be responsible to do the appraising. All teachers shall be appraised at least the minimum as required by state law, but any teacher may be appraised as often as deemed necessary by the principal, the Superintendent, or the Board.

Objectives of Appraisal

The specific objectives to be achieved with an appraisal program are to:

- A. Clarify the performance expectations of the individual; i.e., make duties and responsibilities of the appraiser clearer;
- B. Bring about a closer working relationship between the appraisee and appraiser;
- C. Make appraisal relevant to job performance;
- D. Establish improvement plans for the appraisee to follow;
- E. Maintain accurate records of all appraisal conferences and other appraisee-appraiser contacts;
- F. Assess the effectiveness of job performance both by self-appraisal and appraisal by the appraiser;
- G. Conduct meaningful appraisal conferences directed toward improving performance;
- H. Establish appropriate ways for follow-up of actions needed for further improvement; and
- I. Keep appraisal a dynamic process, assess its effectiveness periodically, and revise it as necessary.

ARTICLE B-11 SELECTION OF HEALTH COVERAGE

Because of insurance companies policies and new laws under the Affordable Care Act, this language is outdated and has been removed from the negotiated agreement. It is null and void as currently written. The negotiation teams will be used to evaluate insurance/benefit returns from insurance companies, as the group meets the personnel needs as written. (Rev. 7/21/2015)

ARTICLE B-12 CLASSROOM AIDES

If the district employs instructional aides, they will be assigned by the administration. (Rev. 9-2007)

ARTICLE B-13 COMMITTEE MEETINGS OUTSIDE OF THE DUTY DAY

- A. Scheduling of committee meetings will continue to be the responsibility of the administration.
- B. School meetings will last no longer than one (1) hour before or after the student day has begun or ended.
- C. The contract will be enforced for all meetings out of the student day.(Rev. 8-2006)

ARTICLE B-14 TECHNOLOGY EDUCATION COMMITTEE

Technology Committee made up of Network Administrator, Assistant Superintendent, one BOE member and TIRC's. (Rev. 7/21/2015)

ARTICLE C

SALARY AND RELATED BENEFITS

ARTICLE C-1 SALARY SCHEDULE

A copy of the current salary schedule is attached. Each year the W-NEA will recommend to the Board a salary schedule based on educational qualifications and experience. This schedule will apply to all instructional levels. A roster of all teaching positions and extra duty assignments which have been bargained for is included in the appendix. Names for these positions will be updated each year as agreed upon between the Board and the W-NEA.

Placement

All teachers in the District will be placed at their earned degree and experience step. New employees will be placed on the salary schedule in accordance with the initial placement on the adopted salary schedule. (Rev. 8-1998) A teacher's total years of experience transferred into the district will be rounded off to the nearest full year. Experience credit will be given for teaching in a state-accredited school system. (Rev. 7-1995)

Teachers moving horizontally from career salary adjustment will move over and down as required to avoid a salary loss. (Rev. 04-2005)

Teachers qualify for one (1) higher step for each full year of teaching experience under a contract with the District. No teacher will move more than one step in any year. (Added 5-2003)

Teachers who earn additional hours to move into a new column of the salary schedule will be placed in the appropriate column for the succeeding contract year. Teachers who move over a column are also entitled to move one (1) higher step on the salary schedule for the full year of teaching experience under a contract with the District. (Added 5-2003) (See Article C3)

Teaching experience may not be the same as placement on the salary schedule. Correct data concerning local experience will be kept by the business office (Rev. 7-1996)

A "Career Salary Adjustment" will be paid to teachers who have taught in USD 353 for at least five (5) complete years and who have been employed one (1) full year at the last step in the column. (Rev. 2006)

Health Insurance Contribution

The Board will contribute \$350.00 per month towards the health insurance for each teacher participating in the school sponsored health insurance group for the 2016-2017 school year. If the teacher does not participate in the school sponsored health insurance group, the teacher will not receive the money. (Added 5-2000, Rev. 11-2010, Rev. 2-2014, Rev. 8-2016)

Supplemental Job Description

Supplemental job descriptions must be developed and agreed upon by the administrator and by persons receiving a supplemental contract. (Rev. 2-2014)

ARTICLE C-2 SALARY INCREMENTS

Any teacher who is to move from one salary schedule column to another must have in the Superintendent's office, by October 10, official proof of hours earned. An official transcript must then be on file by October 10 of the current school year. Teachers shall not be allowed to move over to a new column until transcripts are on file. Teachers will receive their pay increase retroactively for September as long as the transcripts are on file by October 10. If transcripts are not on file by October 10, the teacher will not be allowed to move over during that contract year. If the salary schedule placement is incorrect, the teacher must provide the Superintendent proof of the correct placement within thirty (30) days of the acceptance of the teaching contract. (Rev 9-2007)

Any teacher reaching the end of any column who is not qualified to advance to the next column will remain on that step until additional work is completed. All hours that permit movement into M+15, M+24 and M+36 columns must be completed after the completion of a Master's degree. Any teacher considering horizontal movement on the salary schedule must notify the Superintendent in writing of this intention by the first day of May of the year preceding the move. Failure to provide this notification will result in not being granted the horizontal step on the next contract issued. A written notification of this deadline will be issued to all employees affected by the negotiated agreement by March 1. (Rev. 7-1995)

ARTICLE C-3 APPROVAL OF HOURS TOWARD INCREMENTS

Courses earned towards salary increments will be graduate level courses unless pre-approved by the district administration. (Rev. 2-2014)

ARTICLE C-4 BASIS FOR FRACTIONAL PAY

For the purpose of figuring fractional pay, the daily pay will be 1/Nth of the individual teacher's basic salary.

ARTICLE C-5 TEACHERS WHO SUBSTITUTE

- A. Teachers may be asked by administration to fill classes when some other teacher is gone and no available substitute can be found.
- B. Teachers shall be paid twelve dollars and fifty cents (\$12.50) for each clock hour.
- C. The teacher will be responsible for filling out the Internal Substitute Form and submitting it to the administrator. Forms will be kept in building offices in triplicate and a copy is found in the appendix in the negotiated agreement.
- D. The administrator will then forward the form to the Central Office for payment.

(Revised 8-2006)

ARTICLE C-6 REIMBURSEMENT FOR IN-DISTRICT TRAVEL

Before September 10th, the administrator and the employee will count the average number of building changes required/assigned per week; divide the total by five to find the average number of changes; and pay the teacher \$60 per change plus the base rate of \$135. This will be the total amount paid for the school year. If the average number of changes increases or decreases during the course of the year, the administrator and teacher will meet again and this figure will be adjusted accordingly. Payment will be made in one lump sum in a separate check at the end of the year.

A form will be provided by the individual's supervisor to be completed by the individual and returned to the supervisor by September 15, or as the situation dictates. See appendix for the form. (Rev. 8-2007)

ARTICLE C-7 COMPENSATION FOR TEACHING AN EXTRA CLASS

Any teacher who may be asked to teach an extra class period will be compensated at the rate of 11% for two (2) semesters or 5.5% for one (1) semester for standard classes. This is repayment for lost planning time. All extra classes will be approved annually by the Board and a separate contract will be issued. (Rev. 2-2014)

ARTICLE C-8 COMPENSATION FOR INSERVICE PRESENTATIONS

Any teacher, approved by an administrator to give an inservice presentation, will be compensated \$25 for the inservice (3hr. minimum). Co-presenters will split the \$25 presentation stipend. (Rev. 7/21/15)

ARTICLE C-9 SALARY REDUCTION

The District shall establish a program in conformity with IRC Section 125, Section 79, and Section 129 of the Internal Revenue Code of 1986 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for salary reduction. If either party feels the salary reduction plan is not in compliance with Internal Revenue Code guidelines, amendments to the salary reduction plan allow immediate reopening of negotiations on this article only. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the plan document.

Employees shall make any salary reduction elections within ten (10) days after commencing work in the District and annually during the election period thereafter. That election shall remain in force throughout the plan year or until termination of employment with the District, whichever comes first.

Items with which the employee may reduce his/her salary are listed in the District's plan document. Included in these reduction items are:

- A. Health Insurance
- B. Life Insurance
- C. Cancer Insurance
- D. Dependent Care Reimbursement
- E. Dental Insurance
- F. Medical Care Reimbursement
- G. Salary Protection Insurance

The business office will provide each employee with cafeteria plan notification and announce the dates of the election period. If no salary reduction is elected, the employee shall receive his/her total salary in cash.

ARTICLE C-10 PAYROLL DEDUCTIONS

When authorized by the employee, salary deductions will be made for:

1. Credit Unions
2. Tax-sheltered Annuities (Limit to 12 vendors unless the WNEA executive board and superintendent agree to allow additional vendor(s). (Rev. 04-05)
3. NEA, K-NEA AND W-NEA dues (deducted September through August)

Such deductions shall be limited to companies where a minimum of five (5) employees have agreements of participation.

ARTICLE C-11 METHOD OF PAYMENT

- A. Pay Periods: Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Employees shall be paid at their regular building and on regular school days unless otherwise designated by the employee, i.e. direct deposit.
- B. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall be paid on the last previous working day. (Rev. 8-2016)
- C. Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee or directly deposited. Any employee, upon written notice to the Board by April 1 of the initial year, shall receive his/her June, July and August checks in June. Such notice shall remain in effect until rescinded by the employee. (Rev. 8-2016)

ARTICLE C-12 TYPES OF LEAVE

Types of leave included in this negotiated agreement include the following:

Sick Leave	Articles C-13, 14, 15
Professional Leave	Article C-16
Personal Leave	Article C-17
Military Leave	Article C-18
Sabbatical Leave	Article C-23
Jury Duty Leave	Article C-19
Catastrophic Leave	Article C-28

ARTICLE C-13 USE OF SICK LEAVE DAYS

New employees and employees with less than 120 sick leave days accumulated by June 30th will have 11 sick leave days credited for the following school year. A teacher may accumulate up to 120 sick leave days by June 20th. Those with 120 sick leave days on July 1st will have 12 sick leave days credited for the following year. Sick leave may be taken in 1/2 or full day increments unless otherwise approved by the building administrator. (Rev. 2-2014)

Allowable uses of sick leave days are defined below. (Rev. 8-2002)

- A. **Sick Leave:** Paid absence for the teacher's own illness or for illness in the teacher's immediate family, which shall include father, mother, brother, sister, wife or husband, children, or other relatives whose residence is in the home of the employee.
- B. **Bereavement Leave:** Paid absence for the death or burial of a relative or a friend. Three (3) days of leave will be allowed for the death of an immediate family member as defined in Section A. Leave for other funerals shall be for a maximum of one day. Exceptional circumstances that would require additional absences will be considered on a case-by-case basis by the building principal and the Superintendent (Rev. 8-2012).
- C. **Maternity Leave:** Maternity leave with extenuating circumstances documented by a licensed physician may be reviewed for sick leave pool/bank approval. (Rev. 7/21/2015) (Rev. 8/5/2015)

If additional time is needed, it will be approved by the Superintendent and/or Sick Leave Committee if a doctor's statement is supplied. Requested leave time not covered by teacher's accumulated sick leave must be referred to the Sick Leave Bank. (Rev. 7/21/2015)

ARTICLE C-14 SICK LEAVE BANK

The Sick Leave Bank will be under the jurisdiction of the Association.

Membership

The Sick Leave Bank is a voluntary program for certified personnel and administrators. In order to join, an employee must donate one (1) day of his/her sick leave to the Sick Leave Bank by October 10. This day will be subtracted from his/her own accumulated leave. A person donating a day to the Sick Leave Bank will not lose incentive pay. (Rev. 3-1998, Rev. 2-2014)

Eligibility

The maximum number of days that can be used by an individual will be determined by the consecutive number of years an individual has worked in the district.

- a. Year 1 - 10 days
- b. Year 2 - 15 days
- c. Year 3+ - 20 days

Extenuating circumstances that have been documented by a licensed physician may be reviewed for sick leave pool/bank approval. Requests for additional days may be reviewed by the Superintendent and/or Sick Leave Committee. (Rev. 7/21/2015)

Reserve Days

When the bank has a reserve of three hundred (300) days, only new participants will be required to donate one (1) day to the bank. Should the Sick Leave Bank reserve become less than three hundred (300) days, the Executive Committee of W-NEA will review the need and determine the means for rebuilding the reserve. Under no condition will the bank accumulate more than five hundred (500) days. Everyone will be accepted even if five hundred (500) days has accumulated (Rev. 3-98) Participants who retire or leave the district will be allowed on a voluntary basis to donate unused sick leave days to the sick leave bank in order to rebuild the reserve back up to three hundred (300) days (Rev. 8-12)

Application

The Sick Leave Bank is to be used after the full days of the participant's accumulated sick leave have been used. The bank will supplement the participant's half-day leave prior to issuing full-day withdrawals. Any participating member may draw upon this reserve by filing the application form with the President. In the event the member is unable to make the request, the Sick Leave Bank Committee will have the authority to act accordingly. The Association President should send a copy of the application form to the Superintendent and should refer the request to the Sick Leave Bank Committee for consideration.

Committee

The Sick Leave Bank Committee shall be chaired by the Association President and shall consist of the Superintendent, the affected building principal, the W-NEA President-elect, the W-NEA Secretary, and the W-NEA Treasurer.

Grants

The initial grant shall not exceed ten (10) days. All requests granted by the committee shall be reviewed after ten (10) days and shall be extended according to individual merit. Any days granted but not used must be returned to the Sick Leave Bank.

Restrictions

The request must meet the rules of Article C-13, "Use of Sick Leave Days." Any medical restrictions issued by the practicing physician will be honored as long as these do not allow for income-producing activities. The leave should be requested due to a prolonged illness or an emergency, not for incidental sick days. (Rev. 7-1999)

Notification

The Association President shall provide the applicant with the "Report of Committee" regarding the action on the request. The Superintendent shall notify the Business Manager regarding the action.

ARTICLE C-15 OTHER SICK LEAVE PROVISIONS

The Board reserves the right to require a doctor's permit any time they or their representatives feel the sick leave is being abused. Each teacher will be notified of the total number of days of sick leave accumulated to his/her credit at the beginning of each school year. In arriving at the daily salary for sick leave computations, the yearly salary shall be divided by the number of days the teacher is required to be on duty.

ARTICLE C-16 APPROVED PROFESSIONAL LEAVE

The Board will allow members of the faculty to miss school for two (2) days to attend professionally related activities (other than the regular Kansas-NEA Convention). Such professionally related activity must deal with educational work. The Board will pay the substitute, providing the teacher and the principal agree that the professionally related activity will be of benefit to the teacher in his/her teaching field. This policy is to be followed as long as the efficiency of the school system is not impaired as determined by the principal. Such leave must be approved by the principal of the building and Curriculum Director. (Rev 7-1996)

ARTICLE C-17 AUTHORIZED PERSONAL LEAVE

Each teacher shall be granted five (5) days away from school for personal reasons during the school year. Request for these days shall be made two (2) days in advance. These days will be granted if there is not a conflict and if a qualified substitute can be employed. The days will not be used during the last five (5) days of the school year without approval of the Superintendent. Unused personal days will roll over into the employee's personal sick leave account. Personal leave may not be used during inservice training or the day before or day after a regular school holiday. If days have been approved prior to the scheduling of an inservice, the earlier decision shall stand. (Rev. 08-2006)

A teacher with 120 days accumulated sick leave may apply for personal leave the day before or after a regular school holiday. This request must be made 10 school days in advance and will be granted only if there is not a conflict and if a qualified substitute can be employed. (Added 08-2005)

ARTICLE C-18 MILITARY LEAVE

The person authorized to be gone for military leave will be paid any deficit between the amount of his/her military pay and what he/she ordinarily would draw from the District.

ARTICLE C-19 JURY DUTY LEAVE

Recognizing that jury service is the civic duty of every qualified citizen, the Board agrees to pay full compensation for employees while serving on jury duty during regularly scheduled school days. Teachers will be expected to return to duty the next school day after service. If duty exceeds one day, all compensation provided exclusive of reimbursements will be returned to the district.

ARTICLE C-20 LEAVE WITHOUT PAY

A. SHORT TERM (DAILY)

Employees may be excused from work for reasons not covered in other leave policies. A salary deduction of 1/Nth (N = the number of days in the adopted school calendar) of the annual salary will be deducted for each day of leave under this provision. Each monthly accumulated salary deduction shall be deducted, if possible, over three (3) pay periods, including the month of accumulated leave without pay.

B. LONG TERM

Long term leave shall not allow for salary step or career salary adjustment increase or sick leave reimbursement, and it shall not be deemed a break in continuity of service.

1. Any staff member is eligible to apply for approval for long-term leave without pay prior to March 15 of any school year. A qualified replacement must be available for one (1) year term, and the teacher must notify the Board by March 15 of the following year and sign a contract for the following year if he/she wishes to return or submit a letter of resignation if he/she does not wish to return. If a teacher goes past March 15 without fulfilling these requirements, it will be understood by the teacher and Board that the Board is released from the agreement.
2. An employee on long-term leave without pay shall have access to the school-endorsed health insurance for the term of absence. Employees on long-term leave without pay will have the responsibility to deliver the reimbursement for the monthly premiums to the District business office. (Rev. 7-95)

ARTICLE C-21 LEAVE REIMBURSEMENT

- A. Every teacher shall be eligible for \$600 dollars lump sum payment.
- B. All paid leave shall be deducted from the \$600 at the rate of \$60 per day. Paid leave days include sick leave, personal leave, and catastrophic leave. Days to be excluded include those donated to the Sick Leave Bank and Short term daily leave without pay.

- C. If a teacher has accumulated 120 days of leave, the leave reimbursement shall not be deducted from his/her first 5 (five) personal days. Any teacher who has not accumulated 120 days of leave will have any personal days deducted from this payment.
- D. Unused personal days shall be rolled into sick leave that will carry over to the next years' number of sick leave days.
- E. The teacher will be responsible for signing the Substitute Teacher Form after any leave has been taken. The form shall be returned to the administrator and forwarded to Central Office for the leave record. The Substitute Teacher Form will be in triplicate for all parties to have a record of used leave days. The form will be kept in the building offices and a copy is found in the appendix of the Negotiated Agreement. (Rev. 2006)

August 2016 - MEMO OF AGREEMENT

A committee will be set up to study the language and application of this article (C-21) and will make a recommendation by February 1, 2017.

ARTICLE C-23 SABBATICAL LEAVE

Purpose

The sabbatical leave policy is designed to provide opportunity to engage in professional experiences having a major focus on self-improvement.

Qualifications

The applicant must have been employed in the District for at least five (5) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the District during the five (5) consecutive years of service immediately preceding the current application. The applicant must sign a note conditioned upon an agreement to return to service with the District immediately upon termination of the sabbatical leave.

Application

Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 15 as to the status of their application. Applicants for sabbatical leave shall include an outlined plan for the period requested with their application forms. This plan shall be indicated on the application form or as an attached statement and shall include details of a project such as research, writing, and travel to be pursued independently by the applicant.

Status While on Sabbatical Leave

An employee on sabbatical leave shall be considered to be in the employ of the District and shall have access to the school-endorsed health insurance for the term of absence. Employees on sabbatical will have the responsibility to deliver the reimbursement for the monthly premiums to the District business office.

Status on Return from Sabbatical Leave

An employee returning from sabbatical leave shall be restored to his/her former teaching position and placement on the salary schedule. Vacancies created by sabbatical leave shall be filled on a temporary basis.

Sabbatical Committee

All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) of these shall be appointed by the Association and three (3) by the Superintendent. The committee shall consider the following criteria:

1. Merit of the applicant's proposed program
2. Applicant's length of service in the District
3. Distribution from the areas of elementary, intermediate, and secondary

Selection

The Sabbatical Committee shall make the final selection from the list of applicants. Annually, two percent of the eligible employees from each of the three (3) levels (elementary, middle school and high school) shall be granted sabbatical leave upon application and approval. In the event applications are not received from one or more levels, the committee shall grant leave to more than one applicant from a particular level. In no event is the total number of leaves granted to exceed three.

ARTICLE C-24 ON-THE-JOB INJURY BENEFITS

When a teacher's absences arise from a temporary disability as a result of injury or assault when the teacher is on official duty and acting in accordance with Board Policy, the Board will reimburse the teacher the difference between his/her current net* wage and the compensation received as a part of workman's compensation and/or KPERS disability, for the duration of the contract.

*net pay - pay due an employee after taxes have been deducted.

ARTICLE C-25 EARLY RETIREMENT INCENTIVES AND 403 B EMPLOYER MATCH PROGRAM

Early Retirement transition to 403b Matching Plan: At the end of the 2013-2014 school year, the early retirement program will no longer be available for USD 353 Certified Staff. (Rev. 2-2014)

403b Employer Match Program

Group 1 – Teachers under the current plan that are eligible to retire during the 2013-2014 school year will remain on the current plan with the benefits as stated in the current Pre-Retirement and Early Retirement Incentives (Article C-25). Teachers must notify the district by March 1, 2014 and retire at the end of the 2013-2014 school year to receive this benefit.

Group 2 – Teachers under the current plan who will be eligible to retire within 5 years will be given the opportunity to declare by April 1 of this year (2013/2014) if they want to remain on the current plan at a reduced rate (Option 1) or move to the 403(b) matching plan (Option 2).

Option 1 – Amended Retirement Benefit

- Payout of 50% of the current Early Retirement Program
- Maximum payout over 64 months or until age 65

- Employer matching contributions will be on a one to one basis with a maximum of \$50 per monthly match.
- Eligible teachers -
 - Have 15 years of consecutive service with USD 353
 - Must be 60 years of age at the time of retirement
 - Must have 85 points with KPERS

Option 2 – Accelerated 403 (b) Employer Contributions – Teachers that meet the eligibility criteria in group two, but elect the new plan will receive:

- Four to one employer matching contribution into the employees 403(b) with a maximum of \$2000 employer match per year.
- Example – Employee contributes \$500 for the year, employer will match \$2000 for the year.
- Accelerated contribution is for a maximum of ten years
- All current years of consecutive USD 353 employment will count towards Vesting Schedule
- If employed after 10 years, the employer will match 1 to 1 or a maximum of \$50 employer contribution per month (\$600 per year).

Group 3 – Teachers under the current plan that will be eligible to retire between 6 and 10 years and have completed 14 years of service in the district as of July 1, 2013 will move to the accelerated 403(b) matching plan.

- Four to one employer matching contribution into the employees 403(b) with a maximum of \$2000 per year.
- Accelerated contribution is for a maximum of ten years
- Example – Employee contributes \$500 for the year, employer will match \$2000 for the year.
- If employed after 10 years, the employer will match 1 to 1 or a maximum of \$50 employer contribution per month (\$600 per year).

Group 4 – All other Teachers will be placed on the new employer matching contribution at a 1 to 1 ratio with a maximum of \$25 monthly match (\$300 per year) through 2020-2021. From that point, matching will move to a \$50 monthly match (\$600 per year).

- All teachers with 10 years of service as a certified teacher with USD 353 as of July 1, 2013 will be 100% vested.
- All teachers with less than 10 years of service as a certified employee as of July 1, 2013 will be vested according to the Vesting Schedule below.

Vesting Schedule – Employee contributions are 100% vested. This means the value of your contributions and earnings are yours when you leave the District, regardless of years of service. Employer matching contributions are vested according to the following schedule:

Years of Service (completed)	Vesting Percentages
0-5 Years	0%
6 years	10%
7 years	20%
8 years	30%
9 years	40%
10 years	50%
11 years	60%
12 years	70%
13 years	80%
14 years	90%

Other factors related to the adoption of this plan

The Board of Education retains the right to adapt the 403(b) employer matching program and/or modified early retirement plan on a year to year basis. Should the Board of Education choose to suspend, amend, or terminate the program, notification shall be given to the staff in the period between July 1 and August 15, one year prior to discontinuing the program (Added 2-2014).

Early Retirement Incentives

Employees Eligible for the Early Retirement Incentive by the end of the 2017-2018 school year (Group 2 from the Transition to 403b Matching Plan) and choose Option One Amended Retirement Benefit, will receive .50% of the benefits described below for 64 months or until one month before the employee is eligible for full social security benefits. Those in Group 1 will receive their full Early Retirement incentive as described below for 64 months or until one month before the employee is eligible for full social security benefits. (Added 2-2014).

- A. The program is voluntary, with the Board making final determination of eligibility as identified within this article. Employees who begin employment after July 1, 2008 shall not be eligible for the early retirement plan. (Added 9-2007)
- B. Participants must have worked through the contract year during which they reach a combination of age and experience that meet the then current Kansas Public Employees Retirement System (KPERS) plan for unreduced benefits as described in KPERS provisions (which currently requires a combination of age and experience in Kansas schools to total 85). (Rev. 5-2009)

(Example - Professional employee is age 54 and has taught in Kansas schools 31 years. According to KPERS, the employee has enough points (currently 85) to receive full retirement benefits at the end of the 94-95 school year (August 31, 1995). Provided that the employee notifies USD 353 according to the terms of the Negotiated Teachers' Agreement, said employee will be eligible to receive benefits beginning with the September 1995 pay period. (Rev. 7-1994)
- C. Participants must have fifteen (15) school years of professional service in a full-time or permanent part-time position in USD 353. (A pro-rated reduction in the retirement benefit will be made if the employee's full-time equivalent service is less than the total years of professional service. See examples in section J.) The last five (5) years, including the year during which application is made for early retirement or resignation, must be continuous.
- D. An employee applying for pre-retirement resignation or early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility and to determine benefits to be paid. The forms will be provided by the district business office.
- E. Applicants for pre-retirement resignation or early retirement must file a written request for benefits by March 1 of the school year immediately prior to the school year when they wish benefits to begin, unless a later date is mutually agreed upon between the professional employee and the Board.
- F. This article will become effective May 1, 1991, immediately following the ratification of this contract.
- G. The written request shall include, (1) a statement of the applicant's desire to take pre-retirement resignation or early retirement, (2) a statement of the date of resignation or retirement, (3) the applicant's birth date and age on the date of resignation or retirement, (4) the current mailing address and telephone number of the applicant, (5) the number of years the applicant has been employed by the district, (6) the applicant's current annual scheduled salary, and (7) whether the

applicant desires health insurance coverage through the District's health insurance program by deduction of annual premiums from the pre-retirement resignation or early retirement incentive payment, if such program exists.

- H. An employee who takes pre-retirement resignation or early retirement shall have the responsibility to keep the district informed of his/her current mailing address and telephone number. An annual update of this information will be submitted by the employee by September 1 of each year on the form disseminated by the district business office.
- I. An employee who takes pre-retirement resignation or early retirement from USD 353 shall not thereafter be eligible for regular employment in a professional position by this school district. Such regular employment in a professional position within USD 353 shall constitute a cancellation of the pre-retirement resignation or early retirement incentive agreement with the Board and shall relieve the Board of any further financial obligations to the professional employee. Substitute teaching, paraprofessional positions, or extra duty assignments shall not be considered as regular employment.
- J. The amount paid to the participant shall be determined by subtracting the lowest salary on the salary schedule (base salary) from the teacher's scheduled teaching salary for the year in which application was made. (If the teacher is employed in a part-time position when retirement is requested, the full-time salary for that teacher will be calculated and used for this calculation). The difference between these two figures shall be multiplied by one and one half (1.5) times the years of service divided by seventy (70) to determine the amount that would be paid annually to the participant. (Rev. 5-2009)

Example 1: Employee has 20 years of service, all of which have been full time.

Teacher's schedule salary	\$43,300
Lowest schedule salary	\$32,300
Difference	\$11,000
(Years of service*1.5)/70: (20*1.5)/70 = .428	
Difference * .428 =	\$4,708

Example 2: Employee has 20 years of service, 15 years of full-time and 5 years of half time service. This employee requested retirement while in a full time position.

Teacher's schedule salary	\$43,300
Lowest schedule salary	\$32,300
Difference	\$11,000
(Years of service*1.5)/70: 20*1.5)/70 = .428	
Difference*.428 =	\$4,708
Prorate part-time service (15 years *1.0 + 5 years * 0.5)/20 years = .875	
Prorated retirement benefit	\$4,708*.875 = \$4,119

Example 3: Employee has 20 years of service, 15 years of full-time and 5 years of half time service. This employee requested retirement while in half-time position.

Teacher's schedule salary	\$18,000
Teacher's salary for calculation	\$36,000
Lowest schedule salary	\$32,300
Difference	\$3,700
(Years of service*1.5)/70: 20*1.5)/70 = .428	
Difference * .428 =	\$1,583
Prorate part-time service (15 years *1.0 + 5 years * 0.5)/20 years = .875	

Prorated retirement benefit \$1,583 * .875 - \$1,385

- K. The annual payment shall be divided by 12 to determine the amount to be paid monthly for 64 months or until the month prior to the month in which the participant becomes eligible for unreduced Social Security benefits, whichever comes first. (Rev. 5-09)
- L. Participants may retain membership in the District's group health insurance program providing such membership is approved by the insurance carrier.
- M. Following final action by the Board on any application for pre-retirement resignation or early retirement, the Superintendent shall notify the applicant, in writing, of the final disposition, date, and amount of annual pre-retirement resignation or early retirement incentive benefits to be paid.
- N. The viability of this program shall not be endangered by any personnel other than those covered under this negotiated agreement.
- O. All professional employees who are on the program prior to a discontinuance of this program will continue on the program for 64 months or until the month prior to the month in which the employee becomes eligible for unreduced Social Security benefits or is deceased. (Rev. 5-09)
- P. Benefits of this program will not be applied retroactively to affect any currently retired teacher and alterations to the program in the future will not be retroactively applied to any currently retired teacher receiving benefits from the program.
- Q. If during a contract year the state legislature makes changes in the KPERS laws which affect this contract or contracts for subsequent years, the bargaining unit members shall be eligible to request Local Early Retirement even if he/she/she did not meet the March 1 contractual deadline for notification of request for early retirement. (Rev. 7-99)
- R. Benefits paid to retirees will be deposited in a 403(b) plan established for the retiree with the district. (Rev. 5-2009)

ARTICLE C-26 REQUIRED ATTENDANCE OUTSIDE THE SCHOOL DAY

When a teacher is required to attend activities outside the school day, i.e. music programs and open houses, that teacher will be paid \$25 unless the individual is paid on the supplemental salary schedule for that activity.

Elementary music teachers will be paid \$50 for each music program they are required to have outside the school day. (Rev. 05-2004) There will be three programs per year per school as follows: 1st and 2nd grade combined; 3 & 4th grade combined; and the 5th grade promotion. Dates will be mutually agreed upon by the music teachers and building administrators. (Added. 08-2005).

ARTICLE C-27 CATASTROPHIC LEAVE

Catastrophic leave will be defined as leave taken in the event of a natural disaster as occurring to the main residence of an employee. For example: tornadoes, floods, severe thunderstorms, hailstorms, etc. Catastrophic leave will be deducted from the leave reimbursed plan. (Article C-21) (Added 7-1999)

ARTICLE D TEACHER-BOARD RELATIONS

ARTICLE D-1 GRIEVANCES

The Board shall provide a procedure whereby each employee shall have the opportunity to have employee grievances timely and fairly considered.

Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of employees of the District at the lowest level.

Definitions

1. "Grievance" means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or a complaint that the employer or its agent(s) acted in bad faith.
2. "Grievant" is the person, persons, or the Association making the complaint. An individual's grievance may be filed by that individual only.
3. Words denoting number shall include both singular and plural.
4. "Days" means working days unless otherwise indicated. 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, the days shall be those days during which the District office is open for business.

Procedures

The adjustment of grievances shall be accomplished as rapidly as possible. The number of days with 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.

Supplemental Conditions

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 no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications, and records relating thereto shall be destroyed, excepting a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained.
3. At any step of the procedure for adjusting grievances the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
4. All grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when school is in session.
6. The filing of a grievance at all levels beyond the informal conference in Level I shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent

possible, describe the alleged event or act giving rise to the grievance, including the time, date, and place of the event or act and the names and addresses of any witnesses thereto.

7. Decisions rendered at Levels I, II, and III of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all persons involved and to the Association or its designee.
8. When it is necessary for the Association or its representatives to investigate a grievance or attend a grievance meeting or hearing during the school day, they will, upon notice to the principal or immediate supervisor, be released without loss of pay. Any employee whose appearance is necessary in such investigations, meetings, or hearings as a witness will be accorded the same right.

Level I

A grievant shall first take up his/her grievance with his/her immediate superior in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he/she may request a formal conference with his/her immediate administrative superior. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.

Level II

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level I or that no decision is reached within ten (10) school days after a formal presentation, he/she may appeal the matter in writing to the Superintendent.

If the grievant appeals the grievance to the Superintendent, the Superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the Superintendent. If the grievant does not appeal the grievance to the Superintendent within ten (10) school days after the formal conference at Level I, the grievance shall automatically be waived.

Level III

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the Superintendent or designated representative under Level II, then the grievant may appeal the grievance to the Board for the final adjustment of the grievance. The appeal to the Board shall be in writing to the clerk of the Board within ten (10) school days after the Superintendent or designated representative has rendered a decision or after the expiration of twenty (20) school days.

If the grievant does not appeal the grievance to the Board within the timelines above the grievance shall automatically be waived. (Rev. 11-2010)

The Board, upon receipt of the grievance, may assign a hearing officer to hear the grievance and make findings and recommendations to the Board. The findings and recommendations shall be made to the Board within ten (10) school days after the complaint or grievance has been assigned to the hearing officer. If the Board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy sought. The Board shall provide a written ruling upon the grievance within forty-five (45) days after receipt of the findings and recommendations of the hearing officer.

Rules for Conducting a Grievance Procedure Hearing at Level III

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present testimony and/or materials.
3. The grievant will make his/her opening remarks and present the case.
4. The administration will make its opening remarks and present its findings in the case.
5. Witnesses will be called individually by the grievant and administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant and the administration may ask questions of the witnesses during the time they are testifying.
7. Members of the Board may ask questions of all participants during the hearing.
8. A summary statement may be made to the Board by the grievant at this time.
9. A summary statement may be made to the Board by the administration at this time.
10. Any new materials injected into any summary statement may be rebutted.
11. The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within forty-five (45) days of the hearing.
12. The decision rendered by the Board shall be the final disposition of any grievance.

ARTICLE D-2 NON-RENEWAL, TERMINATION, REDUCTION IN FORCE (RIF), RE-EMPLOYMENT

Non-Renewal/Termination:

In the event of staff reductions the following steps will be applied:

- Step 1.** Reduction in force when possible will be accomplished through normal attrition.
- Step 2.** If additional reductions are required beyond Step 1, no tenured teacher shall be non-renewed or terminated until all non-tenured teachers in that area of certification and/or licensure have been non-renewed or terminated. However, if it is a mutual agreement of the teacher and the Board, the Board may offer the tenured teacher a lump sum settlement of up to \$10,000 to resign his/her position. This offer must be optional and in accordance with the current case law and state statutes. If the offer of lump sum settlement is accepted by the teacher, the Board of Education has no obligation to re-employ that teacher in the future. (Rev. 04-2005)
- Step 3.** If additional reductions are required beyond Step 2, then tenured teachers in that classification shall be non-renewed or terminated by applying the criteria below. For RIF purposes, evaluation averages will be calculated. Each 1 rating on the pre-1994-95 evaluation form will be given 2 points in the process, each 2 rating 1.5 points, each 3 rating 1 point, each 4 rating 0.5 points, and each 5 rating 0 points. Ratings given on the 1994-95 evaluation form will be used as is. (Rev. 7-1994)

Years of Experience in the District	Column Placement on Salary Schedule	Evaluations
One-half (1/2) point for each year in the district. Total = _____	Points granted according to the educational placement on the salary schedule 1...BS 2...BS+10 3...BS+20 4...MS 5...MS+15 6...MS+24 7...MS+36 Total = _____	Points to be determined by averaging the total evaluation scores on the last three (3) evaluations on a 2-0 scale. 0=Unacceptable 1=Meets Expectations 2=Exceeds Expectations Total = _____

Final Total Points = _____

If non-renewal or termination of tenured teachers is necessary, in order to implement the decision of the Board to reduce staff, then any teacher who is recommended for non-renewal or termination shall be informed in a conference by the Superintendent, and shall be notified in writing at least thirty (30) days prior to the proposed effective date of such non-renewal or termination.

Re-employment

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. Reinstatement will be determined following the rules of state or case law. The Board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of non-renewal.

ARTICLE D-3 TEACHER FILES

1. Upon request, any teacher has the right to examine the contents of his/her personnel file as maintained in the Central Office and/or at the building level.
2. The teacher shall have the right to add items to his/her personnel file.
3. The teacher shall have the right to answer any material filed in such personnel file; and his/her answer shall be affixed to such material and placed with it in such file.

(Article D-3 added 8-2006)

MEMO OF UNDERSTANDING (8-2-16)

PLAN OF IMPROVEMENT – FORM G

TEACHER: _____ BUILDING: _____

EVALUATOR: _____ DATE: _____

AREAS OF IMPROVEMENT:

PLAN OF ACTION:

DATE OF REVIEW: _____

PROGRESS OBSERVED:

**REQUEST FOR PERMISSION TO DRAW
FROM THE SICK LEAVE BANK**

NAME _____

CURRENT DATE _____

DATE SICK LEAVE BEGAN (CURRENT ILLNESS) _____

DATE YOU WISH BANK DAYS TO BE IN FORCE _____

STATEMENT OF PERTINENT INFORMATION FOR THE COMMITTEE:

STATEMENT OF PERTINENT MEDICAL INFORMATION FOR THE COMMITTEE:

Doctor's Signature

Employee's Signature

WNEA Committee Approval

Superintendent's Approval

APPENDIX — FORM 1

SUPPLEMENTAL JOB DESCRIPTION

Supplemental Position _____

Approximate Hours Per Week _____

Briefly list a description of your supplemental responsibilities. Include what you believe is expected of you in this supplemental position.

- _____

- _____

- _____

- _____

- _____

- _____

- _____

Signature of Coach/Sponsor _____ Date _____

Signature of Supervisor _____ Date _____

This is part of the supplemental contract. No supplemental contract will be paid unless it is returned with the form. This is not an evaluation tool. It is an administrative tool to track what people in the position have done previously. This will allow a new employee or a person new to the position to have an idea of what has been done in the past.

APPENDIX — FORM 2

CERTIFIED EMPLOYEE
BUILDING CHANGE VERIFICATION

Employee
Name: _____

Payment for In-District Travel

\$135 plus _____ building changes times \$60.

Total payment for building changes: _____

This payment will be made in 1 payment (by June 1).

Verifying Administrator's Signature

USD 353 Employee Absence Record

Employee Absent: _____ School/Building: _____

Date of Absence: _____ ID# _____

Total number of days/hours absent: _____

Reason for Absence: (Please check one)

SL—Sick Leave PL—Personal Leave SB—School Business

VA—Vacation Other _____

Substitute Name

Date

Employee Signature

Principal or Director

Superintendent

White—Central Office

Pink—Employee

Yellow—Building Level

APPENDIX — FORM 5

USD 353 CERTIFIED STAFF POSITIONS

High School	FTE	Eisenhower	FTE	Lincoln	FTE
English	4	Kindergarten	2	Kindergarten	1.5
Language Arts	1	1st grade	2	1st Grade	2
Math	4	2nd Grade	2	2nd Grade	2
Science	4	3rd Grade	2	3rd Grade	2
Chemistry	1	4th Grade	2	4th grade	2
Social Science	5	5th grade	2	5th Grade	2
Physical Education	4	Physical Education	0.83	Physical Education	0.84
Art	1	Special Education	1	Special Education	2.5
Graphic Arts	1	Counselor	1	Title I Reading	1
FACS	1	At Risk Reading	1	Counselor	0.5
Spanish	1	Music	0.5	Music	0.5
Business	3	Band	0.08	Band	0.08
Vo Ag	1				
Industrial Arts	1	Kennedy	FTE	Washington	FTE
Counselor	2	Kindergarten	2	Kindergarten	1
Special Education	3.5	1st Grade	2	1st Grade	1
Vocal Music	0.5	2nd grade	2	2nd Grade	1
Band	0.34	3rd Grade	2	3rd Grade	1
		4th grade	2	4th grade	1
		5th Grade	2	5th Grade	1
Middle School	FTE	Physical Education	0.83	Physical Education	0.5
English	3	Special Education	2	Special Education	1
Reading	1.5	Title I Reading	1	Title I Reading	1
Math	4.5	Social Worker	1	Counselor	0.5
Science	3	Music	0.5	Music	0.5
Social Studies	4	Band	0.08	Band	0.08
Physical Education	2				
Art	1	Kennedy	FTE		
Business	1	Kindergarten	2	Roosevelt	FTE
Technology	1	1st Grade	2	Special Education	3
Special Education	4.5	2nd grade	2	Therapeutic. Coordinator	1
FACS	1	3rd Grade	2		
Counselor	1	4th grade	2		
Vocal Music	0.5	5th Grade	2	District Wide	FTE

Band	0.34	Physical Education	0.83	Transitions Coordinator	1
		Special Education	2	Speech/Language Pathologist	2
		Title I Reading	1	ESOL	1
		Social Worker	1	Librarian	1
		Music	0.5	Psychologist	1.6
		Band	0.08	Gifted	1

9/11/2014

Updated - 8/2016

2016 -2017 SALARY SCHEDULE

Education Step	BS	BS+10	BS+20	MS	MS+15	MS+24	MS+36
1	\$34,500.00	\$34,900.00	\$35,500.00	\$36,300.00	\$37,100.00	\$37,900.00	\$38,900.00
2	\$34,900.00	\$35,300.00	\$36,100.00	\$37,200.00	\$38,000.00	\$38,900.00	\$39,900.00
3	\$35,300.00	\$35,700.00	\$36,700.00	\$38,100.00	\$38,900.00	\$39,900.00	\$40,900.00
4	\$35,700.00	\$36,100.00	\$37,300.00	\$39,000.00	\$39,800.00	\$40,900.00	\$41,900.00
5		\$36,500.00	\$37,900.00	\$39,900.00	\$40,700.00	\$41,900.00	\$42,900.00
6		\$36,900.00	\$38,500.00	\$40,800.00	\$41,600.00	\$42,900.00	\$43,900.00
7			\$39,100.00	\$41,700.00	\$42,500.00	\$43,900.00	\$44,900.00
8			\$39,700.00	\$42,600.00	\$43,400.00	\$44,900.00	\$45,900.00
9				\$43,500.00	\$44,300.00	\$45,900.00	\$46,900.00
10				\$44,400.00	\$45,200.00	\$46,900.00	\$47,900.00
11					\$46,500.00	\$47,900.00	\$48,900.00
12					\$47,400.00	\$48,900.00	\$49,900.00
13						\$49,900.00	\$50,900.00
14						\$50,900.00	\$51,900.00
Career Adjust.		\$38,400.00	\$41,300.00	\$46,100.00	\$49,400.00	\$52,900.00	\$54,500.00

A "Career Salary Adjustment" will be paid to teachers who have taught in USD 353 for at least five (5) complete years and who have been employed one (1) full year at the last step in the column.

Teachers at MS+36 career adjustment will receive an additional \$200.

HOLD HARMLESS - For the 2016-17 school year those teachers who do not receive at least a \$350 increase will be compensated that amount.

MEMO OF AGREEMENT (8/2016) - A Salary Schedule study committee will be established to examine the 2016-2017 salary schedule and jointly develop a new salary schedule no later than April 1, 2017.

Members of the study committee shall be comprised of three (3) members from the WNEA Bargaining committee and three (3) designees appointed by the Superintendent/Board of Education.

The committee's charge will be to develop, cost out, and examine all available formats possible in the design and creation of a viable salary schedule which meets the needs of all parties involved. The committee, by consensus, shall be free to invite third party input and consultation into the development of this instrument.

Base Salary	Step	\$ 34,500.00	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
10+ yrs	5	\$	5,341	\$ 4,282	\$ 3,407	\$ 2,907	\$ 2,510	\$ 2,117	\$ 1,755	\$ 1,134	\$ 845	\$ 574	\$ 353
8-9 yrs	4	\$	5,139	\$ 3,965	\$ 3,189	\$ 2,768	\$ 2,321	\$ 1,967	\$ 1,574	\$ 1,017	\$ 779	\$ 531	\$ 315
6-7 yrs	3	\$	4,938	\$ 3,653	\$ 2,983	\$ 2,574	\$ 2,157	\$ 1,817	\$ 1,410	\$ 935	\$ 713	\$ 499	\$ 289
4-5 yrs	2	\$	4,736	\$ 3,351	\$ 2,756	\$ 2,386	\$ 1,968	\$ 1,667	\$ 1,214	\$ 853	\$ 648	\$ 433	\$ 251
1-3 yrs	1	\$	4,535	\$ 3,023	\$ 2,542	\$ 2,200	\$ 1,771	\$ 1,517	\$ 1,050	\$ 771	\$ 582	\$ 403	\$ 226

High School	Positions	Level	Middle School	Positions	Level
Football (Head)	1	I	Football (8th head)	1	IV
Football (Asst.)	7	IV	Football (8th asst.)	2	VI
Volleyball (Head)	1	II	Football (7th head)	1	IV
Volleyball (Asst.)	2	IV	Football (7th Asst.)	2	VI
Volleyball 9th	1	V	Basketball (8th head) (g&b)	2	IV
Baseball (Head)	1	III	Basketball (8th asst.) (g&b)	2	VI
Baseball (Asst.)	3	V	Basketball (7th head) (g&b)	2	IV
Basketball (Head) (g&b)	2	II	Basketball (7th asst.) (g&b)	2	VI
Basketball (Asst.) (g&b)	4	IV	Volleyball (8th)	1	IV
9th Basketball (g & b)	2	IV	Volleyball (7th)	1	IV
Wrestling (Head)	1	II	Wrestling (Head)	1	IV
Wrestling (Asst.)	2	IV	Wrestling (Asst.)	1	VI
Cross Country	1	III	Cross Country	1	V
Track (Head)	1	II	Tack (Head) (g&b)	2	IV
Track (Asst.)	3	V	Track (Asst.)	2	VI
Golf (Head)	1	III	Tennis (Head) (g&b)	2	IV
Golf (Asst.)	1	VI	Tennis (Asst.)	2	VII
Tennis (g&b)	2	III	Cheerleader (Head)	1	IV
Tennis (Asst.) (g&b)	2	VI	Cheerleader (Asst.)	1	VI
Weightlifting	2	V			
Softball (Head)	1	III	Curricular Supplementals		
Softball (Asst.)	3	IV	Band 5,6,7, & 8)	1	VI
Cheerleading (Head)	1	III	Yearbook	1	VII
Cheerleading (Asst.)	1	V	Vocal Music	1	VIII
High School Plays (2 per year)	2	IX			
Pep Club (INACTIVE)	1	VI	Extracurricular Supplementals		
Cheerleading 9th (INACTIVE)	1	VIII	Leadership	2	VIII
Drill Team (INACTIVE)	1	V	Scholars Bowl	1	VIII
			Math Relays	1	XI
Curricular Supplementals			Spelling Bee	1	XI
Debate	1	VI	Robotics	1	X
Forensics	1	VI			
Debate/Forensics (Asst.)	1	VI			
Yearbook	1	VIII			

Band	1	I
Vocal Music	1	VI

Extracurricular Supplementals

Scholars Bowl	1	V
SADD	1	VIII
Honor Society	1	VIII
Student Council	1	VI
Prom Chair	1	VIII
Prom (Asst.)	1	X

9/11/2014, 8/2016