

# 2010 – 2011 Negotiated Agreement



**Between the**  
Wamego USD 320  
Board of Education  
and the  
Wamego Teachers Association

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into as of the 1st day of July 2010 between the **BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT 320**, Wamego, Kansas (hereinafter referred to as the Board), and the **WAMEGO TEACHERS ASSOCIATION**, (hereinafter referred to as the "WTA").

**WHEREAS**, the WTA has been recognized by the Board for the purpose of professional negotiations as authorized and within the meaning of K.S.A. 72-5413 through 72-5431, as amended; and

**WHEREAS**, the Board and the WTA, by and through their duly authorized representatives, have met, consulted, conferred and discussed with respect to the terms and conditions of professional employees employed by the Board; and

**WHEREAS**, the Board and the WTA have now reached an agreement with respect to certain of such terms and conditions of professional services and wish to reduce the same in writing.

**NOW THEREFORE**, it is hereby mutually **AGREED** between the parties as follows:

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## **ARTICLE I** **Definitions**

- A. WTA: The Wamego Teachers Association
- B. Board: The Board of Education of Unified School District 320, Wamego, Kansas
- C. District: Unified School District 320
- D. Teacher: All certified employees under contract by the Board except any such person who is an administrative employee as defined in K.S.A. 72-5413, as amended.
- E. Per Diem pay rate: The teacher's contracted salary divided by the number of days in the teacher's contract.
- F. Hourly per diem pay rate: The teacher's contracted salary divided by the number of days in the teacher's contract divided by the number of contracted hours in a school day (8) then multiplied by the number of hours to be worked by the teacher.
- G. Specified hourly pay rate: A per hour dollar amount to be paid to a teacher for specific work. This dollar amount shall be different from a teacher's hourly per diem pay rate.
- H. Tenured professional employee: A professional employee who has not previously received tenure from another Kansas school district and been employed with the district for three (3) or more full years and been offered a fourth contract in the school district by which the teacher is currently employed; or a professional employee who has received tenure previously from another Kansas school district and has been employed with the school district for two (2) or more full years and been offered a third contract in the school by which the teacher is currently employed.
- I. Non-tenured professional employee: A teacher who does not meet the definition of a "Tenured professional employee."
- J. Fact Finding: The period of time when an investigation into an alleged issue with a teacher occurs.
- K. Formal Disciplinary Action: The period of time when a written reprimand and/or possible suspension occurs.

## **ARTICLE II**

### **Rights of the Board**

- A. Rights of Board: The Board, for itself and on behalf of the voters and taxpayers of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the State school or local laws or regulations as they pertain to education. The Board and the WTA agree, except as expressly provided otherwise in this agreement, that the determination and administration of school policy, the operation and management of the schools are vested exclusively in the Board; and that the Board is the legally constituted body for that purpose.
- B. Strikes: The WTA affirms that it does not have the right to strike; and the WTA affirms that neither the WTA nor any of its agents or members will authorize, instigate, aid or engage in a strike or any picketing of any facility under the jurisdiction and control of the Board.
- C. Terms of Agreement: This agreement is made for a period of one school year, July 1, 2010 to June 30, 2011. For the purpose of professional negotiations, however, all provisions of this agreement shall be considered as proposed for re-adoption without change for the next ensuing school year unless proposals for amendments, additions or deletions to the agreement are submitted on or before February 1, 2011. Existing items automatically proposed for re-adoption shall not be binding upon either party unless or until subsequent mutual ratification.
- D. Sunset Clauses: Throughout this document there are several sunset clauses that define action to be taken by the negotiation teams. However, in the event that negotiations reach an impasse, in order for any or all sunset clauses, and the provisions to which they refer, listed in the negotiated agreement to continue in force during the impasse period, both the WTA and the BOE negotiation teams must approve the continuation of said clauses. Should one party not agree to such a continuation, the clauses and the provisions to which they refer will no longer be applicable to the negotiated agreement and will not be subject to continuing contract law.

### **ARTICLE III** **WTA Rights**

- A. Facilities: The WTA may use the buildings in the District for Association meetings provided they are held after school contract hours and do not interfere with the routine business of having school. It is further agreed that there will be no charge for the use of the building unless there is damage.
- B. Equipment: The WTA may use duplicating equipment for Association business as long as it does not interfere with the normal operation of the school.
- C. Materials: The WTA shall pay the District for any duplicating or other materials used.
- D. Electronic Communications: During the period in which negotiations are being conducted, the WTA negotiation team will have the use of the district's electronic medium to further the business of negotiations. All other WTA business shall be conducted utilizing personal computers unless approved by the Superintendent.
- E. Notification of Proposed Board Policy Changes: The Board will provide WTA with a written copy of any proposed changes in Board policies. The present policy and proposed policy change will be given to the WTA no less than five (5) days in advance of the Board meeting where action or discussion is to take place.
- F. Distribution of Negotiated Agreement: The Board will ensure that a copy of the USD 320 Negotiated Agreement is posted on the district website within 15 days of the ratification of the Agreement annually. The Board will provide the WTA (5) copies for the use at the teacher's ratification meeting. The WTA will provide a summary sheet of any changes in the Negotiated Agreement to all teachers prior to the WTA ratification meeting.
- G. Payroll Deduction of Dues: Within thirty (30) days after written authorization from the teachers, the Board shall deduct from the salary of the employee and make appropriate remittance for:
  - (a). Association Dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-ninth (1/9) of such dues from the regular salary check of the employee for a period of nine (9) months beginning with the September paycheck. Amounts to be deducted shall be supplied to the Board through a schedule established by the WTA. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee.

The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) school days following each regular pay period with a listing of the employees for whom the deduction was made.

## **ARTICLE IV**

### **Leaves**

#### A. Personal Leaves and Absences:

Sixteen (16) hours of personal leave which may be taken in 15-minute increments shall be granted to a teacher each year accumulative to forty (40) hours providing the request for such leave is requested from the superintendent by the building principal and a record of the absence placed in the teacher's file. Any personal leave hours above twenty-four (24) at the end of the year will be credited to each individual's sick leave. Whenever possible teachers shall submit requests for personal leave two (2) weeks in advance. In any event, requests for personal leave submitted two (2) working days in advance shall be granted. In emergency circumstances where twenty-four (24) hour notice is not possible, leave shall be granted at the discretion of the superintendent.

Teachers who have used their available days of personal leave and who need additional personal leave may appeal to the USD 320 Emergency Leave Review Committee for such leave. Any additional personal leave days that are approved by the committee will be deducted from the requesting individual's sick leave account. The committee, by a unanimous opinion, shall determine whether the applicant is eligible for such leave and shall make the final decision to grant the request or a portion of said request. This request shall be made in writing at least five days prior to the taking of such leave and shall state the need for personal leave. The superintendent may waive the five days prior notice in the event of an emergency. The decisions regarding the granting of additional personal leave days and the interpretation for these decisions shall not be the basis for any grievance.

Personal leave may not be used during times established on the calendar for parent/teacher conferences and professional development days. In the event that an emergency exists for the teacher an appeal for leave may be made to the superintendent.

Part-time teachers shall receive the number of personal days and total cumulative days as their assignment is in proportion to that of a full-time teacher. Such days shall be allotted in hours to facilitate record keeping.

No personal leave shall be granted on a day prior to a holiday vacation or on a day following a vacation unless an emergency exists for the teacher and such leave request is approved by the superintendent.

During a time of war or military conflict, the Superintendent shall have the authority to authorize the conversion of sick leave to personal leave for spouse or parent of military personnel if circumstances warrant such a request.

In the event that a teacher is subpoenaed to appear in court for a case in which they are not a party, the absence will not count against the teacher's personal leave.

#### B. Illness

The Board extends to all certified employees sick and bereavement leave of eighty (80) hours each year cumulative to nine hundred sixty (960) hours. Such leave may be taken in 15-minute increments. Cumulation will begin on the first workday of the individual employee's contract with eighty (80) hours accumulated.

Certified employees beginning employment at the beginning of the second semester will accumulate forty (40) hours on the first day of employment.

Part-time teachers shall receive the number of sick or bereavement leave days and total cumulative days as their assignment is in proportion to that of a full-time teacher. Such days shall be allotted in hours to facilitate record keeping.

No sick or bereavement leave may be transferred to U.S.D. 320 from another school district. After sick and bereavement leave has been used, total salary deduction shall be made. In the event that a salary deduction has occurred due to lack of sick/bereavement days and a teacher is subsequently granted additional sick leave days from the sick leave pool, the teacher shall be reimbursed for the amount of days granted from the sick leave pool.

A sick leave pool is established for use in case of catastrophic illness or disability by employees who shall become members of such sick leave pool. Normal pregnancy and the normal (as defined by the Family and Medical Leave Act) recovery time that is part of childbirth are not considered to be a catastrophic illness or disability under the terms of this provision. Each teacher who wishes to become a member of the sick leave pool shall contribute one day of his/her accumulated sick leave at the beginning of each contract year. Annually, there shall be a limit of 90 days available for the group to use from the sick leave pool.

In the event that the sick leave pool has an excess of 90 days at the end of any school year, days donated in the current school year shall be returned to the contributing teachers on a prorated basis at the end of that school year.

Use of the sick leave pool shall be available to members who have contributed to the sick leave pool. Members will only be eligible to use sick leave pool days equal to the number of their accumulated sick leave days at the beginning of their disability.

If an employee desires to apply for leave from the sick leave pool, he/she shall make a formal request to the Emergency Leave Review Committee via the superintendent. The Emergency Leave Review Committee will meet within 72 hours of receiving the written request.

The committee shall consist of one sick leave pool member from each building faculty, one member of the special educational cooperative, the administrator from the school of the requesting employee, the superintendent and one school board member. Teacher members of the Emergency Leave Review Committee shall be elected by the members of the sick leave pool. The committee, by a unanimous opinion, shall determine whether the applicant is eligible for such leave and shall make the final decision to grant the request or a portion of said request.

The decisions regarding the use of sick leave pool days and the interpretation of these decisions shall not be the basis for any grievance.

The sick leave pool may not be used to cover participants who are receiving pay from Workman's Compensation or KPERS disability while off duty from their professional assignment in USD 320.

Compensation for days granted from the sick leave pool will be as follows:

Employees who are covered by a disability income protection plan will be reimbursed as follows:

100% for claimed days between the end of accumulated sick and personal leave days and the beginning of disability income protection coverage, within the guidelines specified above for eligible days. Plus, the difference between an employee's salary and what their disability policy will pay for any days the employee is still eligible for under the district plan's allowance.

Employees who are not covered by a disability income protection plan will be covered as follows:

30% for claimed days after the end of accumulated sick and personal leave days within the guidelines specified above for eligible days.

Termination of employment automatically cancels all sick leave pool benefits and credits.

The Board will annually review the article establishing a sick leave pool and the means for distributing that leave. If in a given year the Board determines that it cannot fund the provision, the Board will have the right to delete the article at the end of the current contract year.

Employees covered by sick and bereavement leave, at the end of each contract period, cumulate to their credit any unused portion of the current ten (10) days of leave, provided such cumulation shall not at any time exceed one hundred twenty (120) working days.

After a teacher's sick and bereavement leave is exhausted, including that made available by the sick leave pool, or in the event of a teacher's suspension without pay, a portion of the teacher's applicable salary will be deducted for each day of absence.

- Teacher's working solely in USD 323 – 1/192 of their contracted salary,
- Teacher's working solely in USD 329 – 1/188 of their contracted salary,
- All other teachers – 1/191 of their contracted salary.

Applicable contract salary is defined as pay received for duties for which the teacher was responsible during the period of absence. This may include base salary, contracted supplemental pay, and extended contract pay, whichever is applicable at the time the absence occurs. This provision applies to contracted supplemental pay only when the duties for which the pay is granted occur on a regular, recurring basis and are not performed because of the teacher's absence.

Sick leave will cover the employee and their immediate family for instances of illness, medical and dental appointments, and hospitalization.

A member of the immediate family shall be defined to mean mother, father, wife, husband, son, daughter, brother, sister, or other extended family at the discretion of the superintendent.

The above shall include the father, mother, sister and brother of the employee's spouse with a limitation of this section of five days for each cause.

A teacher may use bereavement leave to attend the funeral of any person. The bereavement leave is deducted from the employee's cumulated pool of sick and bereavement leave.

Disability or illness caused by pregnancy as well as the required procedures, interviews, and investigations pursuant to the adoption of a child by an employee shall be covered by sick leave provided the employee has cumulated sick leave.

None of these provisions shall take away the rights of the employee under the federal family leave law.

#### C. Incentive Program:

As an incentive for faculty members who use their leave judiciously, the district has created a reward program. The donation of a day to the sick leave pool (see Article IV, section B) by a teacher shall not count against a teacher in regards to this reward program. The district will compensate teachers as follows:

1. Faculty with only one (1) absence or less used in a year will receive \$150 at the end of the school year and will have free membership in the sick leave bank for the following year.
2. Faculty with leave used greater than one (1) day but equal to or less than two (2) days in a year shall receive \$100 at the end of the school

year.

3. Faculty with leave used greater than two (2) days but equal to or less than three (3) days used shall receive \$50 at the end of the school year.

This incentive program provision will be reviewed annually by the negotiation teams. To continue in effect, this provision must be agreed to by both parties or the provision will be automatically eliminated from the Agreement.

- D. Association Leave: The WTA shall have at its disposal twelve (12) days of paid leave to assign to its members for purposes directly relating to WTA activities. Application for the use of such leave shall be made to the superintendent at least five (5) working days in advance of the use of such leave. The application form shall bear the signatures of the teacher, the WTA president, and the building principal and shall state the reason for the leave. The WTA agrees to monitor the number of such leave days granted and not to exceed the year's allotment. Leave applied for following these provisions shall be approved by the superintendent.
- E. Unpaid Leave of Absence: Teachers in the district for at least three (3) continuous years of service are entitled, subject to the approval of the Board, to unpaid extended leaves for up to one (1) year for advanced study, and professional development activities. Such extended unpaid leave shall not be considered a termination of employment with said teachers having the option of remaining in the District health insurance program by paying the monthly premiums for this purpose. All previously accumulated benefits and salary schedule placement will be retained for the teacher when he/she returns upon completion of the extended leave.

The teacher on extended leave will notify the central office administration in writing on or before April 10th of his/her intentions regarding employment for the school year following the extended leave.

- F. Teachers shall be allowed a day of professional leave for the purpose of attending their graduation ceremony for a Masters or Doctoral degree.
- G. Secondary Employment While on Worker's Compensation Leave: While a teacher is on worker's compensation leave, secondary employment by the teacher is not permitted. An exception can be made by appealing to the Emergency Leave Committee. Failure to abide by this provision shall result in disciplinary action, up to and possibly including termination of employment.

## **ARTICLE V**

### **Employee Benefit Plan**

- A. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement once annually. Once the annual allocation is made for each selected benefit, the only change that will be allowed is for a fluctuation in health care premium and change in family status.

The Board shall pay the cost of the health insurance premium for a single policy to a maximum of \$325.00 per month for teachers who are employed full-time by the district and who elect to enroll in the district sponsored health program. Teachers employed on a part-time basis shall receive a single health insurance premium on a pro-rated basis by the number of hours they actually work out of their eight-hour workday. Example: If a teacher works 5.5 hours per day, this represents working 69% of the workday. The teacher will receive a health insurance premium benefit equal to 69% of the cost of a single premium for that school year. This provision applies to those teachers hired for the 2003-04 school year and thereafter. This money is not available as a cash option for those who do not choose to participate.

- B. Each employee designating a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of:

- 1) Group Life Insurance (group term insurance is limited to \$50,000 face value)
- 2) Medical Insurance
- 3) Disability Income
- 4) Cancer Insurance
- 5) Dental Insurance
- 6) Cash (This option is subject to state and federal income, K.P.E.R.S., and F.I.C.A. taxes. The Board shall pay its share of F.I.C.A. taxes under this option.)
- 7) Dependent Care
- 8) Medical Reimbursement

Any unexpended money committed by the employee on a salary reduction plan for items seven or eight remaining at the end of the contract year shall revert to the Board.

- C. The Board shall provide each employee with a description of the benefit coverage provided within ten (10) days of the beginning of the school year or the date of employment, which shall include a description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications and, when necessary, information about the programs.
- D. Salary Deduction: Employees may request a salary deduction for the purpose of buying the following:
- 1) Medical Insurance
  - 2) Disability Income
  - 3) Group Life Insurance
  - 4) Cancer Insurance
  - 5) Dental Insurance

This deduction is subject to K.P.E.R.S., F.I.C.A., and federal and state income taxes.

- E. Tax-Sheltered Annuities: The Board shall transmit tax-sheltered annuity funds on behalf of its employees pursuant to K.S.A. 72-8602.

Employees may request a separate salary deduction agreement for the purpose of contributing to a tax-sheltered annuity offered by USD 320. There shall be an established enrollment period each year for

employees to make initial contributions to the 403(b) plan. The Board shall allow its employees to adjust their contributions monthly by giving notice to the clerk by the 10th of each month. This deduction is subject to K.P.E.R.S. and F.I.C.A.

- F. Selection Dates: Under IRS Code, Section #125, September 1 shall be designated as the date by which teachers shall declare their selection of items and dollar amounts for items in the fringe benefit pool. The benefits elected, if any, will remain in effect and cannot be revoked and changed during the plan year (September 1 - August 31). Benefit election changes can only be made during the plan year due to a change in family status (e.g. marriage, divorce, death of a spouse or child, birth or adoption of a child, change of employment status of spouse).
- G. The employee, for himself/herself, his/her spouse, heirs, administrators, executors and their representatives, assumes full responsibility for the tax consequences which result from the Salary Reduction Agreement hereby agreed to, and hereby releases the District, the members of the Board, both individually and together acting as a Board, and their employees as well as the WTA from any liability for financial loss resulting from any of the elections referred to in this document. No liability shall be attached to the aforementioned because of the incorrect evaluation of tax reduction status, from discontinuance of present legislation making such benefits possible, or from insolvency or financial inability of any of the carriers to keep their contractual commitments.
- H. A standing committee shall be appointed to consider insurance and other benefit proposals and make recommendations to the USD 320 Board of Education.
  - a. Health insurance;
  - b. District 403(b) and Section 125 benefits proposals.

Membership in each committee shall consist of a minimum of four (4) teachers appointed by the WTA, the superintendent and an additional representative as selected by the BOE or superintendent.

**ARTICLE VI**  
**Salary Credit**  
**General Provisions**

- A. One-half of the hours between the B.S. degree and the M.S. or B.S.+36 hours step on the schedule may be undergraduate credit. No one can advance higher than the M.S. or B.S.+36 hour step before receiving an M.S. degree.
- B. All graduate college credit hours may be used to move up on the salary schedule whether earned before or after a graduate degree has been granted if the hours were not applied to the Masters degree. Such hours are subject to approval by the review committee as described in paragraph C. All hours above the M.S. or B.S.+36 hours must be graduate hours. An exception may be granted to these requirements if the teacher can demonstrate that an undergraduate course has direct application to the teacher's need for further study in his/her field of teaching and that a graduate credit-bearing course is not readily available. Such hours are subject to approval by the review committee as described in paragraph C.
- C. A review committee composed of the superintendent and three teachers appointed for this purpose annually by the WTA shall make a decision regarding the application of college credits as described in paragraph B. The decision to award credit must be unanimous by the committee. Any decision of the committee, which a teacher disputes, may be appealed to the Board.
- D. In order to qualify for horizontal movement on the salary schedule, each teacher must have a complete transcript (total hours from all colleges) on file and must deliver his/her individual teaching contract form to the office of the Board for amendment on or before September 15 each year. No salary adjustment or amendment to a teacher's individual teaching contract form pursuant to this paragraph shall be made after September 15.
- E. For the 2010-2011 school year, no teacher, other than school psychologists, shall exceed the maximum step at the level for which he/she qualifies.
- F. A teacher qualified to move from one salary level to a higher salary level shall move from his/her present position on the schedule horizontally and then down one step.
- Satisfactory completion of one (1) year's employment shall entitle both full-time and part-time teachers to advance whole vertical steps on the salary schedule.
- G. Teachers who are employed for more than nine (9) months shall receive pay at the rate of 80% of their per diem base pay rate per month (20 seven-hour days) for time over nine (9) months.
- H. Specifically designated newly hired teachers will be contracted for three (3) additional days to be used for new teacher orientation. The additional 3 days requirement for new teachers may be waived at the discretion of the superintendent. Those days not considered actual "teacher" days may be used for in-service training, workshops, school activities and professional meetings at the discretion of the administration.
- I. Salaries for special education cooperative teachers who work solely in USD 323 shall be established by their placement on the USD 320 salary schedule, divided by 191 days (length of USD 320 contract year), and then multiplied by the contract length of the USD 323 contract. Example: A special education teacher who works solely in USD 323 has a beginning salary of \$28,453 divided by 191 (USD 320's contract length), which equals \$148.96. Then \$148.96 multiplied by 192 (USD 323 contract length) which equals \$28,600. This figure, \$28,600, will be the contracted salary for the respective employee.

Salaries for special education cooperative employees who work solely in USD 329 shall be established by

their placement on the USD 320 salary schedule, divided by 191 days (length of USD 320 contract year) and then multiplied by 188 days. The 188-day contract shall consist of 183 days (USD 329 contract length) plus additional work days and in-service days equal to the same number of work and in-service days for USD 320 teachers. Any additional days required to fulfill the 188-day contract obligation shall be used as prescribed by the Director of the Special Services Cooperative. This provision will be automatically reviewed during negotiations in any year the length of the USD 329 contract changes. Example: A special education teacher who works solely in USD 329 has a beginning salary of \$28,453 divided by 191 (USD 320's contract length) which equals \$148.96. Then \$148.96 multiplied by 188 days (which includes 183 days in the USD 329 contract, 1 additional work day and 2.5 additional in-service days to equal those of USD 320 and 1.5 days to be used as prescribed by the Director of the Special Services Cooperative) which equals \$28,004. This figure, \$28,004, will be the contracted salary for the respective employee.

- J. Compensation for teachers employed part-time shall be determined by the following computation:

$$\frac{(\text{Salary amount for which qualified}) \times (\text{total hours worked during the contract day})}{8}$$


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Part-time teachers who are employed half-time or less shall be paid for one-half of one preparation period. Part-time employees who are under contract for more than one-half of a day will be paid for a full preparation period.

Part-time teachers are encouraged, but not required, to attend school meetings if said meeting is not contiguous to their work schedule. They are responsible for working with the building administrator to get necessary information from any meeting they do not attend.

- K. Membership of curriculum study committees shall be established by the administration. Such committees shall, when possible, begin their work in the summer preceding the school year in which the new curriculum will be studied and may also meet during the school year during non-instructional time. All teachers who are members of such a committee shall be compensated at their hourly per diem pay rate. Committee meetings shall be scheduled at mutually agreed upon times. The membership of committees dealing with instructionally related or accreditation issues shall be established by the administration. The meetings of such groups shall be scheduled by the administration. Where possible such committee work shall be carried out in the summer and in the school year during non-instructional time. All teachers who are members of such a committee shall be compensated at their hourly per diem pay rate.
- L. Probation can occur due to a teacher's performance as determined through the district appraisal procedures (see article XVI). Probation will mean that a teacher will be placed, or continue, on a Plan for Improvement with advancement on the salary schedule stopped until being released from the Plan for Improvement.

Ability of the Board to Place a Teacher on Probation: If the teacher is placed on probation, through the appraisal process, the teacher will be given written notice of the decision within three (3) working days. The teacher will have five (5) working days to file an appeal with the clerk of the board. If an appeal is filed, the Clerk of the Board will, within three (3) working days, notify the President of the Board and the President of the WTA that an appeal board must be named.

The appeal board shall consist of:

- a) One representative designated by the Board
- b) One representative designated by the WTA
- c) One representative jointly agreed upon by the designees of the Board and the WTA.

The Board and the WTA will have five (5) working days after receipt of notification of appeal by the teacher to name their representatives to the appeal board. The Board and WTA's representatives will have three (3) working days to name a third person to the appeal board.

The Clerk of the Board will serve as liaison for the appeal board and all other parties involved in the appeal.

The appeal board will designate one of its three members as chairman who is responsible for guiding its workings. From the time the appeal board is fully constituted, it will have ten (10) working days to hear the teacher's appeal and render a decision.

The purpose of the appeal board will be to determine whether there was a reasonable basis for placing the teacher on probation.

The appeal hearing will be open only to the appeal board, the teacher involved, the administrator who made the recommendation for probation, and a designated representative for the teacher and the administrator. Both parties will be allowed to have witnesses appear before the appeal board. Students will not participate in any manner, written or oral, in the appeal process. When the decision of the appeal board is reached, the chairman will, within two (2) working days, deliver written notice to the teacher involved, the WTA, and the Board. The appeal board's decision will be binding upon the teacher and the Board.

In the event that the appeal board decides in favor of the teacher, during the following contract year, the teacher will remain on the Plan for Improvement and be evaluated. If at the end of this evaluation, in the judgment of the administrator based on the totality of the evaluation, it is determined that the teacher's performance is satisfactory, the teacher will be placed on the three-year evaluation cycle. If at the end of the evaluation, in the judgment of the administrator based on the totality of the evaluation, it is determined that the teacher's performance is unsatisfactory, the administrator may recommend the teacher for continued employment on probation for the next contract year.

If the appeal board decides in favor of the Board, during the contract year the teacher is on probation, the teacher will remain on the Plan for Improvement and be evaluated. If at the end of this evaluation, in the judgment of the administrator based on the totality of the evaluation, it is determined that the teacher's performance is satisfactory, the teacher will be released from probation, advancement on the salary schedule shall be renewed from the point at which advancement was stopped and the teacher will be placed on the three year evaluation cycle. If at the end of this evaluation, in the judgment of the administrator based on the totality of the evaluation, it is determined that the teacher's performance is unsatisfactory, the administrator may recommend the teacher for continued employment on probation for the next contract year or dismissal.

Once a teacher has been on probation and subsequently released from probationary status due to improved performance, the BOE shall retain the right to place that teacher on probation at any time in the future due to performance related issues. The teacher will not have the opportunity to appeal this action to a hearing committee. The BOE's decision shall be final and is not subject to any grievance proceedings.

This does not prohibit the Board from placing a teacher on probation for unethical conduct or insubordination.

- M. District Professional Development team members shall be compensated at an hourly per diem pay rate for meetings held outside the teaching day.

Membership of District Professional Development team will be defined as written in the USD 320 Professional Development Plan. The building/Coop faculty shall elect the teacher representatives for the term described in the District Professional Development Plan. If the building has not elected a representative/s, that position will be appointed by the WTA. If a representative is unable to complete his/her duties, the building shall elect a replacement. If the building has not elected a replacement, WTA will appoint a teacher to fill that position.

- ~~N. The school district will provide that funding for National Board Certification that is not provided to the teacher~~

~~through federal or state funding. Should the teacher who receives district funding not complete the National Board Certification process, the teacher shall reimburse the district all funding provided by the district to the teacher for enrollment in this process. The negotiations team will review this funding provision annually. To continue in effect, this provision must be agreed to by both parties annually or the provision will be automatically eliminated from the negotiated agreement.~~

Due to loss of state funding for public education in the 2010-2011 school year, the language of this provision is temporarily suspended from implementation. The suspension of the provision will be reviewed annually by the negotiation team. The Board of Education will determine if funding has changed substantially enough to reinstitute the provision.

- O. Pay for the Extended School Day program shall be as follows:

Extended School Day – Teachers contracted for the 2003-04 school year, to teach for the Extended School Day program will be compensated at a specified hourly rate as calculated by the following formula:

$$\text{Specified hourly rate} = \text{per diem pay rate} / 7 \text{ hours}$$

These teachers must serve annually in this program to be eligible for this pay rate. Once they have not served for a year they will revert to the regular pay rate schedule. In 2010 the ESD program was eliminated due to budget issues. Should the ESD program be re-instituted, all terms of this provision shall be applied to those teachers selected for the program.

Teachers contracted for 2004-2005 and beyond to teach for the Extended School Day program, will be compensated at the hourly per diem pay rate.

- P. Teachers contracted to teach in the Summer School program will be compensated at the hourly per diem pay rate.

## **ARTICLE VII** **Salary Schedule**

Teachers shall be compensated in accordance with the salary schedule attached hereto and made a part hereof for salary reference.

The Board reserves the right to advance a teacher one (1) vertical step on the salary schedule when the Board determines that an area of scarcity exists in that teacher's assigned subject. If a teacher is advanced one (1) step because of scarcity in that field, all other teachers in that area of scarcity shall also be advanced one (1) step on the salary schedule. For the 2010-11 school year this provision will not apply to school psychologists. The Board reserves the right to determine where areas of scarcity exist and the period of time for which a scarcity exists.

The Board reserves the right to advance teachers one (1) step on the supplemental salary schedule when it determines that doing so meets the needs of the District. This advancement applies only to individuals selected by the Board for such advancement. The Board reserves the sole right to determine when such advancement meets the needs of the District.

Experience shall be defined as teaching under a certification in a state accredited pre-K-12 educational institution or as a regularly employed (not an adjunct) college level instructor in a state accredited educational institution. The superintendent shall have the authority to determine whether to count the time teaching at a college as part-time or full time in determining placement on the salary schedule

### A. Curricular Contract Extension

Some duties are not considered supplemental or extra duties and are part of a teacher's primary teaching duties. The teacher assigned to the corresponding class activity will perform the duties. The principal, with the assistance of the teacher, will schedule these activities.

Formula for figuring curricular contract extension pay: The indicated percentage on the schedule below shall be applied to each individual's years experience according to the attached supplemental salary schedule.

E.S. Instrumental Music 3.5%  
 E.S. Vocal Music 3%  
 W.H.S. Debate 9%  
 W.H.S. Assistant Debate 6%  
 W.H.S. Forensics 6%  
 W.H.S. M.S. Instrumental Music 9%  
 W.H.S. Instrumental Music (Asst.) 2%  
 W.H.S. M.S. Vocal Music 7%  
 W.H.S. Journalism 2%  
 W.H.S. Senior Interview Day 2%  
 W.H.S. Yearbook 5%  
 W.H.S. Television Broadcasting 2%

### B. Compensation for hours worked beyond the contract day

Teachers shall receive one hour of compensation for every hour worked beyond the contract day in the following activities:

1. Site council representative – The limit to the number of teachers who will be compensated, per building, is as follows: 1 classroom teacher per grade level, 1 special education teacher per building.
2. Site council presentations – Only presentations that have been scheduled in advance by the principal will be awarded compensation time. Voluntary presentations will not be awarded compensation time.

3. Student improvement teams
4. QPA preparation/presentation
5. Content area and assessment meetings – Only content meetings that have been established and scheduled by the building principal, Director of Curriculum and Instruction, or the Director of Special Services and subsequently approved by the Superintendent of Schools will be awarded compensation time. Content area is meant to cover any work pertaining to the subject taught by the teacher. In the case of special education, meetings scheduled by the director to cover changes in special education regulations or items specific to instruction of students who are in the special services program. Assessment meetings pertain to special meetings called to cover the administration of state or required district testing.
6. Supervision of music programs – This pertains to the supervision of music programs when teachers, other than the music teachers themselves, have been directed by their building administrator to be present to supervise students waiting to perform in the program.
7. Presentation at PTO - Only presentations that have been scheduled in advance by the principal will be awarded compensation time. Voluntary presentations will not be awarded compensation time.
8. Spring Kindergarten Parent Meeting
9. Back-to-School Night
10. Supply Nights
11. Ad hoc district level committees – These committees will be approved by the Superintendent of Schools.
12. Building leadership committees – Established by the building principal and approved by the Superintendent of Schools.
13. Scheduled finals study groups approved by the building principal.
14. Judging at Debate, Forensics, or Scholar's Bowl Tournaments.
15. West Carnival Work on that evening

The teacher may redeem this compensation for:

1. Comp time – Comp time shall be defined as release time approved by the building administrator to attend to personal matters during the contract day. During the time that students are in school, comp time can only be used during the teacher's scheduled planning period. Comp time cannot be used during scheduled meetings, on in-service days\*, on the half day at the end of the first semester, or during plan days.
2. Comp time may be used during parent teacher-conferences based upon the format of the conference. If a scheduled meeting between parents and teachers is the format then the principal shall have the right to allow time to be used when no meeting is scheduled. Every effort must be made by the teacher to allow parents to come at the time that is convenient for them and not the teacher. The building principal will monitor this provision and has the authority to intervene if parent requests are not being honored. If the drop-in conference format is used, as per WMS and WHS, then comp time cannot be used during parent teacher conferences. This pertains to teachers at the elementary level who do not schedule meetings with parents but are present in the event a parent may want to meet with them.
3. Teachers cannot alter the daily schedule for students in order to create a schedule that allows the teacher to use comp time at a time they might need it. An example of this is as follows: A teacher wants to leave school early but has students scheduled for services from 2:50 pm to 3:05 pm. A teacher reschedules this student's service time to earlier in the day in order to "free" the 2:50 pm slot in order to leave early using comp time.
4. Comp time must be used during the current school year. At the end of the school year all unused comp time will be forfeited.

\*Comp time can be used at the end of an in-service day when scheduled work for that day has been completed.

All compensation time shall be portable. This means that for teachers who work in more than one building, time earned at one building shall be honored at the other building. It will be the responsibility of the administrators to share time used sheets with the other building so accurate comp time records may be kept.

The negotiating team will review this provision annually. To continue in effect, both parties must agree to this provision or the provision will be automatically eliminated from the negotiated agreement.

- C. National Board Certification – Teachers who receive National Board certification shall earn a \$2,000 per year stipend, in addition to any money paid by the State of Kansas, for a period not to exceed 10 years or the length of the certificate. The payment for earning a National Board certificate shall not begin until the contract year following the notification of certification under the National Board program. Upon recertification for the National Boards, teachers will continue to receive the \$2,000 stipend for the length of the new certificate.
- D. In the event that a teacher is asked by administration to attend a summer professional training event, the school district shall pay the teacher an hourly rate of 10.5% of the teacher's per diem pay rate for up to eight hours per day for the actual time spent in training. If a teacher requests to attend a summer professional training event, the district will not pay the teacher for any part of the time for which they attend the event.
- E. Teachers who submit an early resignation from USD 320, effective the end of June, shall receive the following incentive:
- Resignation submitted between September 1 and February 28 (29 during leap year) shall receive \$250.
  - Resignation submitted between March 1 and March 31 shall receive \$100. This incentive program will be reviewed annually by the negotiation team.

To continue in effect, this provision must be agreed to by both parties or the provision will be automatically eliminated from the Agreement.

- F. 2010-11 School Year Language for Salary Movement - All teachers will receive .5 step movement for experience and full movement for education for the 2010-11 school year to be retroactive to the start of the school year with payments spread out evenly on a monthly basis beginning with the October pay period. If there is no reduction in the BSAPP enacted for the 2010-11 school year then all teachers will receive an additional .5 step movement for experience to be paid evenly in their June, July, and August paychecks ( or in lump sum paychecks for those who take lump sum payments for the summer months).

**Salary Schedule based on 191-day contract**  
**Base \$33,278**

The Board shall pay for the cost of the premium for a single policy, up to a maximum of \$325 per month toward medical insurance for each teacher who is enrolled in the district sponsored health insurance program. This money is not available as a cash option for those who do not choose to participate.

Step	B.S.	B.S. + 15	M.S. or 36	M.S. + 15	MS +30
0	33278	34364	35450	36540	37631
1	33619	34705	35791	36881	37972
2	33960	35046	36132	37222	38313
3	34301	35387	36473	37563	38654
4	34642	35728	36814	37904	38995
5	34983	36069	37155	38245	39336
6	35472	36558	37644	38734	39825
7	35961	37047	38133	39223	40314
8	36450	37536	38622	39712	40803
9	36939	38025	39111	40201	41292
10	37428	38514	39600	40690	41781
11	38033	39119	40205	41295	42386
12	38638	39724	40810	41900	42991
13		40329	41415	42505	43596
14		40934	42020	43110	44201
15		41539	42625	43715	44806
16		42252	43338	44428	45519
17			44051	45141	46232
18			44764	45854	46945
19			45477	46567	47658
20				47280	48371
21				48105	49196
22					50021
23					50846
24					51671
25					52496

Longevity: Those employees in the BS+36/MS, MS+15, and MS+30 columns who are unable to benefit from further vertical advancement on the salary schedule shall receive the dollar amount indicated at the last step of their respective columns plus vertical increment for that column. In addition, those in the BS+36/MS column shall receive \$100, those in the MS+15 column shall receive \$200, and those in the MS+30 column shall receive \$300. This is a one time addition of dollars that will be calculated in an employee's salary as an "off-schedule" payment every year that employee is at the bottom of their respective pay column and cannot move any further. For those employees who have been receiving this "off-schedule" payment prior to the start of the 2007-08 school year, they will continue to receive this "off-schedule" payment during the course of their employment. For these employees, this "off-schedule" payment will not be calculated a second time when they again reach the bottom of their respective pay column and cannot move any further.

This provision shall not apply to teachers who have National Board Certification. Those employees in the BS+15, BS+36/MS, MS+15, and MS+30 columns and who are unable to benefit from further vertical advancement on the salary schedule and who have National Board Certification shall receive an additional \$400,

accumulative, per year. The Board of Education shall review this provision annually. If in any given year the Board determines that it cannot fund this provision, the Board shall have the right to delete this provision at the end of the current school year. Should this provision be deleted by the Board, teachers shall retain all accumulative dollars associated with this pay provision as part of their annual salary.

The following stipulations shall apply to only those certified staff employed with USD 320 during the 1999-2000 school year.

1. An employee who elected not to participate in the district's group health insurance plan will continue to receive the off-schedule amount stipulated in the 2000-2001 negotiated agreement. (This refers to the agreement made regarding the increase in the district contribution to the health insurance benefit for certified employees.)
2. An employee who initially elected not to participate in the district's group health insurance plan and who received the stipulated off-schedule amount may, at any time, elect to participate in the district's group health insurance plan.
3. Once an employee elects to participate in the district's group health insurance plan the employee is never again eligible to receive the stipulated off-schedule dollar amount.

The following stipulations shall apply to only those certified staff employed with USD 320 during the 2003-2004 school year.

1. An employee shall receive a dollar amount equal to 1.85% of their 2003-2004 salary as part of the pay increase beginning with the 2004-2005 school year. The dollar amount for any form of movement on the salary schedule shall count towards the 1.85% pay increase. If salary schedule movement does not equal a 1.85% increase, the employee shall receive the full amount of movement plus an additional dollar amount to equal 1.85% of the 03-04 salary. Should movement exceed 1.85% of the teacher's 2003-2004 salary, the teacher will receive the full amount of movement with no additional dollar amount.
2. This dollar amount shall be reflected in the off-schedule category for pay and shall remain the same until such time that the employee resigns or is released from employment with USD 320.
3. In the event that an employee leaves the employment of USD 320 and then is subsequently rehired, the 1.85% pay amount will not be applied to the new employment contract.

## **ARTICLE VIII**

### **Schedule For Supplemental Pay**

FORMULA FOR FIGURING SUPPLEMENTAL PAY: The indicated percentage on the schedule below shall be applied to each individual's years' experience according to the attached Supplemental salary schedule. The number of individuals required for each position shall be based on need, and determined by the USD 320 administration.

EXAMPLE: Head boys football coach with three years of football coaching experience would receive:  $.12 \times \$34,301 = \$4,116.12$

WHS Head FB Coach .....	12%	WHS Head Girls VB Coach.....	12%
WHS Asst FB Coach .....	8%	WHS Asst Girls VB Coach .....	8%
WHS Head Boys BB Coach .....	12%	WHS Boys Baseball Coach.....	12%
WHS Asst Boys BB Coach.....	8%	WHS Asst Boys Baseball Coach.....	8%
WHS Head Wrestling Coach.....	12%	WHS Girls Softball Coach .....	12%
WHS Asst Wrestling Coach.....	8%	WHS Asst Girls Softball Coach .....	8%
WHS Head Track Coach.....	12%	WHS Girls Tennis Coach.....	8%
WHS Asst Track Coach.....	8%	WHS Boys Tennis.....	8%
WHS Head Cross Country Coach.....	12%	WHS Golf Coach .....	8%
WHS Asst Cross Country Coach .....	8%	WMS Head FB Coach .....	8%
WHS Head Girls BB Coach.....	12%	WMS Asst FB Coach.....	5%
WHS Asst Girls BB Coach .....	8%	WMS Head Boys BB Coach.....	8%
WMS Asst Boys BB Coach .....	5%	WMS Asst Track Coach .....	5%
WMS Head Wrestling Coach .....	8%	WMS Head Girls BB Coach .....	8%
WMS Asst Wrestling Coach .....	5%	WMS Asst Girls BB Coach .....	5%
WMS Head Boys Track Coach .....	8%	WMS Head Girls VB Coach .....	8%
WMS Head Girls Track Coach .....	8%	WMS Asst Girls VB Coach .....	5%
WHS Cheerleading Coach .....	8%	WHS Kays/Kayettes Sponsor .....	1%
WHS Asst. Cheerleading Coach .....	4%	WHS FCCLA Sponsor** .....	8%
WHS FFA Sponsor .....	6%	WHS Jr/Sr Prom Coordinator .....	2%*

WHS Science Club .....	3%	WHS Senior Interview Day Coordinator.....	2%*
WHS Science Research Sponsor .....	6%	WHS Foreign Language Club .....	½ %
WHS Head Play Director .....	10%	WHS National Honor Society Sponsor .....	4%
WHS Asst Play Director.....	6%	WHS AFS Sponsor.....	2%
WHS Head Musical Director.....	12%	WHS SADD Sponsor.....	2%
WHS Asst Musical Director .....	8%	WHS Art Club Sponsor.....	½ %
WHS Student Council Sponsor .....	5%	WHS Scholars Bowl Sponsor.....	4%
WHS Drill Team Coach .....	4%	WHS Renaissance Sponsor.....	2%
WHS Color Guard Coach.....	4%	WHS FEA Sponsor.....	1%
WHS FBLA Sponsor** .....	8%	WMS Cheerleading Coach.....	4%
WHS W-Club Sponsor.....	½ %	WMS FCCLA Sponsor .....	3%
WHS Weights Club.....	½%	WMS Student Council Sponsor.....	4%
WHS Freshman Class Sponsor .....	1%		
WHS Sophomore Class Sponsor.....	1%	WMS Keys/Kayettes Sponsor .....	3%
WHS Junior Class Sponsor.....	1%	WMS Yearbook .....	1%
WHS Senior Class Sponsor .....	1%	WHS National Forensics League .....	4%
MS Science Club .....	3%	District PDC Chairperson .....	4%
MS Chess Club .....	3%	MS Robotics Club.....	3%
WE Robotics Club** .....	3%	HS Link Crew (2) .....	4%
HS Culinary Arts .....	4%		

Aides serving as Head Coaches 1% less than Head Coach position until 2nd year.

Aides serving as assistant coaches 1% less than assistant coaches in that sport until 2nd year.

\* In the event that this position cannot be filled by district staff, administration may hire an individual outside of district staff.

\*\* Division of the pay percentage is to be determined by the sponsors and reported to the activities director. Once the percentage is determined, the pay shall be applied in accordance with the formula for figuring supplemental pay as listed above.

Positions With Set Rates

Dance Sponsor..... \$15 per hour  
 Activity Bus Sponsor..(under 50 miles)..... \$20  
 (over 50 miles)..... .. \$30

This applies only to additional bus sponsors not listed on the extra duty salary schedule.  
 Ticket takers and Supervision of Co-curricular Events.....\$10 minimum (\$10 minimum plus \$5.00 an hour after first hour in addition to minimum)

Timers and Score Keepers....\$15 minimum (\$15 minimum plus \$7.50 an hour after first hour in addition to minimum)

Teachers who have been assigned supervisory duties during the duration of the lunch period shall receive a free lunch and shall receive a specified hourly pay rate of \$7.15.

**SUPPLEMENTAL SALARY SCHEDULE**

0	33278
1	33619
2	33960
3	34301
4	34642
5	34983
6	35472
7	35961
8	36450
9	36939
10	37428
11	38033
12	38638
13	39243
14	39848
15	40453

Application of Prior Experience On Positions Paid as Percentages

Prior Experience Within USD 320 - A teacher with prior experience as an assistant or head coach/sponsor within USD 320 in a given sport/activity at the Middle School or Senior High School level will be granted full credit for his/her total prior service in that sport/activity.

Prior Experience in Program Level Within Another School District - A teacher with prior coaching/sponsoring experience in another school district will be granted credit for that experience when the position he/she assumes within USD 320 is within the same program level and the same sport/activity.

Prior middle level experience will apply when the coach/sponsor assumes a position at the Middle School in that sport/activity.

Prior experience in Grades 9-12 will apply when the coach/sponsor assumes a position at Wamego High School in that activity/sport.

Prior Experience at a Different Program Level in Another School District - A teacher who assumes a position within USD 320 with prior experience as a coach/sponsor in another district at a program level different than that within USD 320 may request the superintendent to evaluate his/her experience at that program level and its application to service in USD 320. The superintendent shall make a decision of how much credit, if any, for prior experience may be granted.

Compensation for Mandatory Transfers – A teacher who is subject to a mandatory transfer or for whom a new class offering has been approved by the BOE shall receive monetary compensation for time spent in planning and for time spent moving to another classroom. A mandatory transfer is one in which a teacher is asked by the administration to take another teaching position in the school district, or to change rooms within a building or between buildings. This would include those circumstances where, due to declining enrollment, a teacher is transferred to another grade level.

The school district will assist the teacher with the costs of training when the teacher and/or the administration determine training is necessary to help him/her to prepare for a class to which he/she has been assigned to teach, if different from classes he/she is presently teaching.

Monetary compensation shall be:

Moving Classrooms

\$10 per hour, for up to sixteen hours for grade 6-12 teachers.

\$10 per hour, for up to forty hours grade pre-K-5 teachers.

Planning:

\$20 per hour, up to 80 hours. The teacher and the superintendent will meet to determine the amount of hours needed for planning.

The negotiation teams will review this compensation provision annually. To continue in effect, both parties must agree to this provision or the provision is automatically eliminated from the negotiated agreement.

Supplemental Salary Committee - A district committee shall be established to undertake the task of reviewing the supplemental salary assignments so as to insure equity and to reflect the District's expectations of those who hold supplemental contracts.

The Supplemental Salary Committee shall have the responsibility of reviewing the present salary schedule, assigning weighting factors to supplemental positions, and hearing appeals by staff members in regard to the weighting factors. Any recommendations for negotiations shall be provided by February 1 of each year.

The committee will consist of nine (9) members selected from the following guidelines:

High School - 2 teachers

Middle School - 2 teachers

Central Elementary - 1 teacher

West Elementary - 1 teacher

High School Athletic Director

Middle School Athletic Director

District Administrator designated by the Superintendent

One teacher will serve as the voting chairperson.

Teacher members shall be selected to the committee by the WTA and shall serve a staggered longevity so as to insure continuity of the committee's policies. One teacher from the high school shall serve two (2) years and one shall serve three (3). One teacher from the Middle School shall serve two (2) years and one shall serve three (3). The teacher from West Elementary shall serve three (3) years and the teacher from Central Elementary shall serve two (2) years. When the term of service has expired the teacher shall have the option of being replaced or of continuing to serve.

Employees who wish adjustments in their supplemental salaries must give written notification to the committee no later than October 15 of that year. The committee will meet no later than Thanksgiving and if needed, a second time no later than January 15. A report will be given to the president of the WTA on or before January 20.

Increased Teaching Load Due to Inability to Fill Teacher Vacancy: When a teaching vacancy cannot be filled and teachers have to assume additional classes or class sizes have to be enlarged beyond the maximum class enrollment size, the Board of Education shall have the authority to provide for additional compensation while the district continues to search to fill the vacancy. For each individual class required to be taught, compensation shall equal the teacher's salary divided by the number of class periods in a day. For each class where additional students have been added above the maximum class enrollment size due to the inability to fill a teacher vacancy, the teacher shall receive \$1,000.

This provision will be reviewed annually by the negotiation teams. To continue in effect, this provision must be agreed to by both parties or the provision will be automatically eliminated from the Agreement.

**ARTICLE IX**  
**Reimbursement for Unused Sick Leave**

Teachers who end employment in USD 320 shall be reimbursed for unused sick leave in the following manner:

A teacher who has accumulated sick leave that is greater than one-half the number of days which that teacher can accumulate in the years he/she has served in this district shall receive with the final check the following:

- 1) 3-6 years of service ..... \$200
- 2) 7-10 years of service ..... \$300
- 3) 11 or more years of service .... \$500

Teachers who continue employment with USD 320 shall be reimbursed \$10.00 per day for each day of unused sick leave in excess of 120 days. This compensation shall become available to teachers with their June paycheck. Teachers whose employment is part-time shall receive reimbursement for unused sick leave at a rate and accumulative total as their assignment is in proportion to that of a full-time teacher.

**ARTICLE X**  
**Teachers Contract Day Obligation**

A teacher's contract day obligation shall ordinarily be an eight (8) hour day. The starting and ending times of said eight (8) hour day will be established by the principal of each school in the district. The number of class periods to be taught shall be determined by the Board but shall not exceed seven (7) class periods.

The principal may establish one scheduled faculty meeting a month that lasts beyond the contract day but has the authority to call unscheduled faculty meetings in an emergency or as needed for the efficient operation of the school. The principal will work to keep the length of such meetings to no more than 45 minutes before or after the end of the contract day. A meeting which extends beyond the 45 minute time limit shall not be the basis for any grievance.

**ARTICLE XI**  
**Planning Time**

Each full-time teacher will be provided the following amounts of lesson preparation and planning time per week within the duty day.

Pre-K-5 - 200 minutes per week

6-8 - 1 class period of no less than 47 minutes daily.

High School - 1 class period (of no less than 50 minutes) daily

Such stipulated time periods may be subject to an occasional adjustment in the event that other class periods are shortened to facilitate assemblies, activities, emergencies, shortened school days, or in the event of a shortened school week.

Planning and lesson preparation shall be within the assigned building.

Teachers who are assigned by their building principal to use their planning/preparation period to substitute shall be compensated at An hourly per diem pay rate.

## **ARTICLE XII**

### **College Tuition Program**

The Board of Education shall establish a pool of funds, on an annual basis, for the purpose of assisting with the tuition costs for college coursework for teachers who work in USD 320.

Decisions made in regard to the awarding of these funds shall be made by the district's Professional Development Council (PDC). Teachers may apply to the PDC for assistance with funding the costs for specific programs of study or for individual college coursework. The level of funding for course work may vary from year to year depending on the amount of money available in the established pool of funds for any given year.

~~Programs of study or individual courses must meet one of the following criteria. Priority for awarding of funds will be given in the following order:~~ Due to loss of state funding for public education in the 2010-2011 school year, priorities 2 through 4 are temporarily suspended from implementation. The suspension of these priorities will be reviewed annually by the negotiation team. The Board of Education will determine if funding has changed substantially enough to reinstitute the provision.

1. Programs of study for which the school district is obligated to assist a teacher to gain certification in a specific content area in order to comply with language written into the federal No Child Left Behind legislation and Individuals with Disabilities Education Act legislation.
2. A Masters degree in the content area taught by the teacher. In the case of elementary teachers, course work may be in a Masters degree in elementary education with an emphasis on a specific content area. For all grade levels, the content area must be one that is tested by state assessments.
3. A program of study or individual course(s) that supports the district's needs identified by the superintendent based upon data from state assessments, the district QPA process or areas of teacher shortages.
4. A Masters degree, program of study, or individual course(s) in a teacher's content area (other than those tested by state assessments), pedagogical techniques, applications of technology for instructional use in the classroom, or other areas of need identified by the superintendent.

All courses must be taken from an accredited university. The PDC reserves the right to ask an applicant for proof of a university's accreditation. Once the district commits to help with a Masters degree or a program of study there will be some level of funding provided for the teacher until the completion of the program unless otherwise stipulated in the contract with the school district.

Teachers who apply and are accepted to participate in this program will be required to sign a contract with the school district. Stipulations in said contract may include but are not limited to the following:

1. Any grade received below a B-, the teacher will reimburse the district that amount paid by the district in tuition costs. The contract will stipulate how the teacher will make repayment of tuition.
2. The teacher is to submit the grade(s) to the PDC chairperson within 15 days after their receipt of their grade(s).
3. In the event a teacher should decide to leave the employment of the school district within a three-year period of time after the completion of the degree program or program of studies, the teacher will be required to pay back to the school district a pro-rated portion of the tuition. In the event the teacher's employment is not renewed by the school district then this provision shall not apply.
4. The teacher will be continuously enrolled in the degree program or program of studies or the commitment to help fund said degree or program of study will be void and the teacher will need to reapply for funding if s/he wish to resume her/his program of study. An exception to this can be made due to unforeseen circumstances. The superintendent shall be responsible for granting such an exception.
5. Should a teacher fail to complete the degree program or program of studies then the teacher will reimburse the district that amount paid by the district in tuition costs. An exception to this can be made due to unforeseen circumstances. The superintendent shall be responsible for granting such an

exception.

The timeline for the funding and selection process for this program shall be as follows:

1. The BOE shall establish the annual pool of funds for the College Tuition Program by August 1.
2. All teachers seeking assistance through this program are to submit the program application to the superintendent by May 1 for the upcoming fall, spring and summer sessions. This will require advance planning for up to one year on the part of interested teachers. Teachers hired after May 1 and who are not fully certified for the position for which they were hired may apply for assistance by submitting the appropriate paperwork prior to September 1. A decision regarding their assistance application shall be made by September 21.
3. Those teachers applying for funding for a Masters program or a specific program of studies shall submit their full program plan as part of the application.
4. The announcement of funding awards shall be made by August 10. Funds shall be reimbursed to teachers upon submitting their receipt of payment to the district clerk.

The interpretation of any decisions regarding this program or the stipulations of a program contract shall not be the basis for any grievance. The Board will annually review the article establishing the College Tuition Program and the means for funding said program. If in a given year the Board determines that it cannot fund the provision, other than those commitments made in contract with participating teachers, the Board shall have the right to delete the article from the negotiated agreement at the end of the current fiscal year.

## **ARTICLE XIII**

### **Grievance Procedure**

#### A. Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District 320, at the lowest level.

#### B. Definitions

1) Grievance shall mean any alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.

2) "Grievant" means an employee of Unified School District 320, having a grievance.

3) Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

#### C. Procedures

In General - The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits 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.

Level 1 - A grievant shall first take up his/her grievance with his/her immediate administrative 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), she/he may request a formal conference in writing with his/her immediate supervisor. 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 2 - In the event that the grievant is not satisfied with the disposition of his/her grievance at Level 1, or in the event that no decision is reached within ten (10) school days after a formal presentation, she/he may appeal the matter in writing to the superintendent. The superintendent or his/her 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 thirty (30) school days after the formal conference at level 1, the appeal of the grievance shall automatically be waived.

Level 3 - 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 his/her designated representative under Level 2, then the grievant may appeal the grievance to the Board for the purpose of final adjustment of the grievance. This is done by submitting a written request to the clerk of the Board within ten (10) school days after the superintendent or his/her designated representative has rendered a decision or after the expiration of said twenty (20) days. The Board of Education shall, within thirty (30) school days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing which will be the final disposition of the grievance. As an alternative, the Board, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the Board. Such 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. The Board shall rule upon such complaint or grievance within thirty (30) school days after receipt of the findings and recommendations of

the hearing officer.

#### D. 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 that no reprisal will follow by reason of such participation.
- 2) At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative superior, 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.
- 3) All grievance hearings shall be confidential.
- 4) All discussions and hearings shall be conducted at times other than when school is in session.
- 5) Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- 6) Only the employee affected may file a grievance or an appeal from Level 1 and Level 2.
- 7) The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance shall, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act and the names and addresses of any witnesses thereto.

**ARTICLE XIV**  
**Mileage Reimbursement**

Teachers whose assignments require that they travel from building to building in the District shall be reimbursed for such travel at the rate established by the State of Kansas for its employees. Computation of such mileage shall be from the teacher's base attendance center to and from the outlying school buildings. All other mileage authorized for teachers' use of private vehicles shall be paid at the same rate.

**ARTICLE XV**  
**Student Teacher Stipend**

Teachers who supervise student teachers shall receive the university stipend paid to the District for that purpose.

## **ARTICLE XVI**

### **In-service Provider Stipend**

Teachers who provide training for USD 320 shall be compensated for their preparation at the rate of \$37.50 per two hours of presentation time. Planning for subsequent presentations of the same material shall be compensated at a rate of \$18.75 per two hours of presentation time. The District shall pay for all materials used in the training program.

Teachers who provide training for USD 320 employees outside of the contract day shall be compensated at an hourly rate of 10.5% of the teacher's per diem pay rate. This provision does not include training that is expected to be part of the teacher's regular and expected responsibilities and must be approved by the superintendent. This provision will be reviewed annually by both negotiation teams. To continue in effect, this must be agreed to by both parties, or the provision will be automatically eliminated from the agreement.

Teachers who present in-service out of district shall be allowed to keep any stipend they are paid. The contracting organization shall reimburse the District for the cost of a substitute teacher if one is needed. The District will not pay, in any manner, for any presentation materials used by the presenter. The District will allow for no more than four (4) days of leave to be used for presentation purposes. Should a teacher need additional leave days due to an emergency situation, an appeal can be made to the superintendent. In the event that a teacher is not compensated for presenting at a conference/in-service and it is agreed to by the superintendent, the teacher shall be granted professional leave.

## **ARTICLE XVII**

### **Teacher Appraisal Procedure**

The teacher appraisal procedure shall incorporate the following components:

#### A. Self-Appraisal

A person to be evaluated shall participate in the evaluation and shall conduct a self-evaluation.

- 1) Teachers shall conduct self-appraisal on forms to be provided by the Board. All non-tenured teachers, teachers in their 3<sup>rd</sup> and 4<sup>th</sup> year of employment with the district, teachers who received any basic and/or unsatisfactory rating on their last evaluation, or any teacher who has been duly notified that the building administration will conduct their evaluation using the complete teacher evaluation document will complete a self evaluation using the complete teacher evaluation document. All other teachers shall conduct a self-evaluation using Domain IV, Professional Responsibilities, in the teacher evaluation document.
- 2) At the teacher's discretion, the self-appraisal may become part of the appraisal records. The self-appraisal will serve as a point of discussion as the teacher and the administrator cooperatively evaluate the teacher's performance and competency.

#### B. Appraisal Guidelines

An orientation session shall be held prior to September 15 of each year during which the building administrator shall discuss the teacher appraisal objectives, procedures, and instruments with staff.

- 1) Two classroom visits (30-minute minimum each) will be conducted for all non-tenured teachers, teachers in their 3<sup>rd</sup> and 4<sup>th</sup> year of employment with the district, teachers who received any Basic and/or Unsatisfactory rating on their last evaluation, and any other teacher who has been duly notified that the building administrator will conduct their evaluation using the complete teacher evaluation document.
- 2) Each classroom visit will be preceded by a pre-evaluation conference. The purpose of the conference will be for the teacher to inform the evaluator of:
  - A. The objectives which will be covered in class,
  - B. The methods which will be used to achieve the outcomes,
  - C. The specific characteristics of the class to be observed; and
  - D. The activities in the class which the teacher would like the evaluator to watch specifically.

- 3) All classroom visits will be followed by a post-observation conference. The purpose of this conference will be for the evaluator to provide systematic feedback to the teacher. At this time or at a later date as agreed upon, the teacher or evaluator may submit documentation to support unobserved areas of the evaluation.

Any informal observation used for evaluative purposes will be documented by the evaluator and shared with the teacher.

- 4) All first and second year teachers must be evaluated twice each year. Each evaluation must be completed before the 60th day of each semester. There must be one evaluation per semester.
- 5) All third year, non-tenured teachers will be evaluated twice during the school year. All third and fourth year tenured teachers must be evaluated once each year before February 15.
- 6) All teachers, after their fourth year of employment by the district, must be evaluated once every three years.

- 7) The Teacher Evaluation Portfolio Process shall be used to evaluate teachers who have been employed in the district more than four years and who have demonstrated a rating of Proficient or above on all performance skills on their last teacher evaluation.
- a. A goal-setting meeting with the building administrator will be held at the start of each year (this may also be the IDP meeting as identified in the Professional Development Handbook). The teacher and administrator will agree on a measurable goal(s) for the coming year.
  - b. The teacher will collect evidence (student work samples, anecdotal notes, lesson plans, assessment data, written reflections, etc.) related to the agreed upon instructional goal(s).
  - c. The teacher and administrator will meet at least once per quarter to review the goal(s), collected evidence and classroom observation objectives. At least two of the quarterly meetings, the pre and post conference meetings, and the evaluation document will be completed before February 15 of the evaluation year.
  - d. One classroom observation of at least 45 minutes in length is required. This observation will be preceded by a pre-conference and followed by a post-conference. The purpose of the pre-conference will be for the teacher to inform the administrator of:
    - i. Objectives to be covered in the observed class.
    - ii. The methods which will be used to achieve the objectives.
    - iii. The specific characteristics of the class to be observed.
    - iv. The activities in the class which the teacher would like the administrator to watch specifically.
  - e. The teacher will receive performance ratings in Domain IV, Professional Responsibilities, and written comments from the administrator.
- 8) Administrators may evaluate teachers outside the normal evaluation cycle with notification. Such notification shall include the specific reasons for the evaluation coming at that time.
- 9) Teachers may request evaluations at any time.
- 10) The evaluator shall rate each criteria area according to the standard that best describes the teacher's performance. The evaluator shall provide narrative comments to support each rating. "Not Observed" may be used by the administrator for those persons to whom the area does not apply.
- 11) When the final evaluation for the school year is written, the administrator will provide a written explanation for all criteria rated "U" or "B" on the teacher's evaluation. If a teacher has a "B" rating for any criteria, the administrator will provide written recommendations for teacher improvement in these areas. The administrator has the discretion, based on the totality of the evaluation, to place the teacher on a Plan for Improvement. If a teacher has a "U" rating for any criteria, the administrator will place the teacher on a Plan for Improvement and will provide written expectations for teacher improvement. The administrator will provide for a specified time-line for corrective action for all criteria rated "U" or "B" on the teacher's evaluation.
- The teacher will be informed of the administrator's decision to place him/her on a Plan for Improvement at the time of the final evaluation for the school year. The decision to place the teacher on a Plan for Improvement will serve as notification to the teacher that an unsatisfactory evaluation within the next 3 years may result in the teacher being placed on probation. If the teacher and administrator disagree with the provisions of the Plan for Improvement, the two can meet with the Superintendent who will mediate the disagreement.
- 12) The teacher and the administrator will work in collaboration toward meeting the professional development and/or improvement goals.
- 13) Improvement goals will be reviewed in the fall of each contract year. Progress toward the goals will be documented throughout the year and evaluated each spring at a conference between the administrator and the teacher. Those teachers who have a Plan for Improvement will be evaluated according to all of the time

lines established by the State of Kansas. At the final evaluation conference, the administrator will provide to the teacher written documentation of improvements made and/or corrective actions expected for all recommendations.

14) During the contract year for which a teacher is on a Plan for Improvement, the teacher will be evaluated. Through the evaluation process, if the teacher's performance, in the judgment of the administrator based on the totality of the evaluation, is satisfactory, the teacher will be released from the Plan for Improvement. If the teacher's performance, in the judgment of the administrator based on the totality of the evaluation, is unsatisfactory, the administrator may recommend to the Board to place the teacher on probation. The teacher will be notified of the administrator's decision when the final evaluation for the school year is written.

15) Probation will mean that the teacher will remain on a Plan for Improvement with advancement on the salary schedule stopped until being released from the Plan for Improvement. Any teacher placed on probation shall not be eligible for the \$2,000 stipend for holding a National Board Certificate. Once the teacher has been removed from probation, the payment of stipend shall resume in the year following removal from probation. The teacher shall not be entitled to recover any lost stipend due to having been placed on probation.

16) In the event that the Board decides to place the teacher on probation, the teacher has those rights stipulated in Article VI, Section L of this Agreement.

17) During the contract year the teacher is on probation, the teacher will be evaluated. Through the evaluation process, if in the judgment of the administrator based on the totality of the evaluation, the teacher's performance is satisfactory, the teacher will be released from probation and entitled to renewed advancement on the salary schedule from the point at which advancement was stopped. If, in the judgment of the administrator based on the totality of the evaluation, the teacher's performance is determined to be unsatisfactory, the administrator may recommend the teacher for continued employment on probation for the next contract year or dismissal. The teacher will be notified of the administrator's decision when the final evaluation for the school year is written.

#### C. Teacher Appraisal Committee

1) A teacher appraisal committee shall be established and shall be composed of five (5) teachers selected by the Association and the four (4) administrators representing each of the buildings in the District and special education director. The committee shall meet at the request of either a majority vote of the Board or a majority vote of the membership of the WTA to discuss possible changes and improvements in the area of appraisal criteria. The committee may make recommendations to the Board regarding appraisal criteria.

2) Nothing in this Agreement shall prohibit or limit the right of the Board to change, alter, amend or delete the appraisal criteria as the Board may deem necessary.

D. All language pertaining to the Teacher Evaluation Portfolio Process in Article XVI will be reviewed annually by the negotiation teams. To continue in effect, this provision must be agreed to by both parties or the language will be automatically eliminated from the agreement and Article XVI will revert back to the language used in the 2003-04 negotiated agreement.

E. Any teacher who has been placed on a Plan for Improvement shall not be eligible for the College Tuition Program as outlined in Article XII of the USD 320 Negotiated Agreement unless the course work they apply for directly relates to their Plan for Improvement. The teacher and respective building principal shall meet to discuss any request for participation in the College Tuition Program prior to the teacher submitting paperwork to the district Professional Development Committee. Should a teacher who is on a Plan for Improvement chose to resign their teaching position, an appeal may be made to the Superintendent to waive the requirement to pay back district paid tuition costs so stipulated in Article XII. A teacher who is a part of the College Tuition Program and who has been on a Plan for Improvement and has subsequently been

removed from said plan shall have the option to rejoin the College Tuition Program. If the teacher elects not to rejoin the program they will then be required to reimburse the school district as per stipulations in Article XII.

## **ARTICLE XVIII** **Reduction of Staff**

As a result of authority granted to the Board by the Kansas Constitution and Kansas statutes, the Board has the responsibility of determining composition of the professional staff necessary to implement and maintain educational programs of the District. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of professional employees employed by the District. A decision to reduce professional staff will, in all cases, remain within the sole discretion and judgment of the Board. The Board may retain any professional employee whom it deems necessary to staff all the programs of the District, including curricular, co-curricular, and extra-curricular programs of the District. It is the policy of this District to use normal attrition of the staff; i.e., resignations, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this policy.

### 1) Definition

As used in this policy, the following terms will have the following meanings:

- (a) "Professional employee" shall mean any employee of the District who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the District in a position which requires a certificate issued by the State Department of Education; but shall not include administrators or classified employees;
- (b) "Days" shall mean calendar days;
- (c) "Temporary professional employee" shall mean a professional employee who is employed on a non-continuing contract;
- (d) "Part-time professional employee" shall mean a professional employee who is assigned less than a full school day or fewer than five (5) full school days per week;
- (e) "Lay-off" shall mean the status of a professional employee who is placed on involuntary leave of absence as the result of a reduction of professional staff;
- (f) "Seniority" shall mean the period of most recent continuous and uninterrupted employment with the District, as determined from the effective date of employment; provided, however, an approved leave of absence shall not be construed as an interruption of continuous employment; and
- (g) "Subject area or areas" shall mean general curricular areas such as mathematics, English, foreign languages, social studies, etc.

### 2) Procedure

- (a) Whenever the Board determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all professional employees of the District will be advised of the reasons for the reduction of professional staff and will be informed of the procedures and considerations to be used in determining which professional employees will be placed on involuntary leave of absence. Notice of the possibility of a reduction in force will be given to the WTA at the time that such consideration is placed on the Board agenda, or no later than March 1 of the current contract year. This does not prevent emergency reductions in force due to an unforeseen change in enrollment after the March 1 date. The superintendent will review all relevant facts and circumstances and will recommend to the Board those professional employees who should be placed on involuntary leave of absence. Any reduction of professional staff will occur on a District-wide basis.

(b) The superintendent will then consider professional employees for lay-off in the following sequence:

- I. Temporary professional employees;
- II. Non-tenured part-time professional employees; and
- III. Tenured part-time professional employees who decline an offer of full-time employment;
- IV. Non-tenured full-time professional employees; and
- V. Tenured full-time professional employees.

(c) In determining which professional employees shall be recommended for placement on involuntary leave of absence, the superintendent shall give consideration to all of the following factors not listed in priority order:

- i. Seniority,
- ii. Teaching experience in specific subject-matter areas,
- iii. Areas of certification,
- iv. Advanced degrees and additional credit hours as reflected by the professional employee's placement on the salary schedule, and
- v. Professional educational performance as determined from professional employee evaluations.

After considering the above-mentioned factors, the superintendent shall make his/her recommendation for reduction of professional staff based upon what he/she considers to be the best interests of the District and the students of the District.

(d) At the time recommendations are made to the Board for placement of designated professional employees on involuntary leave of absence, the superintendent will present data to the Board in support of his/her recommendations. The superintendent will provide the Board and WTA in writing the reasons for recommendations.

### 3) Recall Procedure

(a) A professional employee who has been placed on involuntary leave of absence as the result of a reduction in professional staff shall be offered re-employment with the District for a period of three (3) years following the date the professional employee was placed on involuntary leave of absence. Such re-employment shall be offered when a vacancy occurs for which the professional employee is certified and qualified. Any professional employee who is on involuntary leave of absence shall be given preference for substitute teaching positions with the District.

(b) A professional employee's seniority with the District and placement on the salary schedule shall not be adversely affected by an involuntary leave of absence. However, the period of time the employee is on involuntary leave of absence shall not be counted toward placement on the salary schedule. If a professional employee on lay-off is re-employed by the District, such professional employee shall be entitled to placement on the salary schedule according to his/her experience and training. Upon re-employment, a professional employee shall be entitled to all accumulated leave and other benefits accrued during his/her period of employment with the District prior to lay-off. If the number of days that a laid off employee serves as a substitute in the District in his/her area of assignment and certification equals ninety (90) or more in one (1) school year, such days shall be applied to existing steps and movement on the salary schedule.

(c) Professional employees on involuntary leave of absence will be offered re-employment with the District in the inverse order of lay-off. The last laid off will be the first recalled. If two (2) or more professional

employees being considered for recall have the same lay-off date, the superintendent will determine priority for recall after considering all of the factors contained in Section (2), paragraph (c) of this policy. A determination of priority for recall will be supported by the superintendent with appropriate data. A copy of this shall be supplied to the WTA. An attempt to notify the professional employee, if possible, will be made by telephone. If this is unsuccessful, notification will be sent by restricted certified mail at the professional employee's permanent address on file with the USD office. The employee shall have five (5) working days after the receipt of the recall notice to notify the District of their intent to accept or reject re-employment. It shall be the responsibility of the professional employee to ensure that the District has a record of his/her current address and telephone number.

(d) If a professional employee rejects re-employment or fails to report as directed within the time specified in (3,C) after receiving a recall notice, such action or failure to act by the professional employee shall be construed as a resignation. Acceptance of an employment contract with another school district will be construed as a resignation, unless the USD 320 office is notified of the employee's desire to remain on recall in either of these cases. If a laid-off employee forgoes recall, the employee shall retain his/her position on the list for further recall placements.

#### 4) Miscellaneous

(a) No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.

(b) No professional employee on involuntary leave of absence will be entitled to receive compensation from the District, except for the performance of specific employment duties. In the event that the laid-off professional employee has not been recalled by the District during the interim, such employee will receive any reimbursement for unused sick leave, which is due him/her when the three (3) year recall period has expired.

(c) Professional employees on involuntary leave of absence shall be given the first opportunity for re-employment with the District when vacancies occur for which they are qualified and certified. No person new to the district shall be employed to fill a vacancy if there is a professional employee on involuntary leave of absence who is qualified and certified to fill that position.

(d) A professional employee on involuntary leave shall have the option of continuing all fringe benefits if said employee pays the costs.

(e) The Board shall make available to the WTA a current list of employees available for recall.

## **ARTICLE XIX**

### **Teacher Discipline**

In the situation when an investigation into an alleged issue involving a teacher occurs, the teacher shall have the following opportunities.

- During the period when an administrator is conducting the actual fact finding regarding any alleged issue, the teacher or the administrator shall be able to use a recording device to record any discussions held between the administrator and the teacher.
- At the completion of fact finding, if the administrator determines that formal disciplinary action is warranted, then the following guidelines are to be followed by the administrator.
  - The administrator will notify the teacher for the need of a meeting to address a disciplinary action.
  - The teacher shall be provided a minimum of 4 hours to arrange for a representative of the teacher's choice to be present at this meeting.
  - The meeting will be scheduled to take place after school has been released for the day.

In the event of a conduct issue that is of such a nature as to require the immediate suspension or removal of a teacher, the building and/or district administration shall have the authority to remove a teacher without having to follow the provisions listed in this article. This article will be reviewed annually by the negotiation teams. To continue in effect, this provision must be agreed to by both parties or the provision will be automatically eliminated from the Agreement.


The preceding negotiated agreement for the 2010-2011 school year has been fully considered and duly ratified by the Wamego Teachers Association and the Board of Education of Unified School District 320.

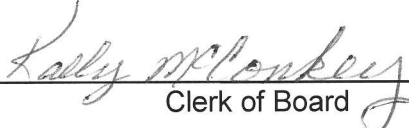
Wamego Teachers Association

Board of Education USD #320

By   
President

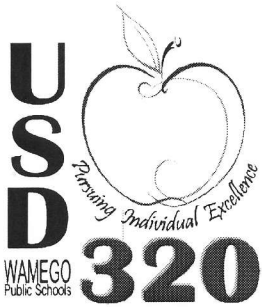
By   
President

By   
Secretary

By   
Clerk of Board

Date 10-11-10

Date 10-11-10



## Wamego Public Schools

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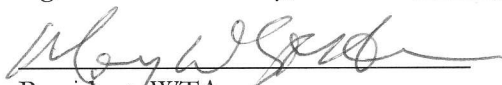
### Memo of Understanding for the 2010-11 USD 320 Negotiated Agreement

Through the negotiation process for the 2010-11 school year, the USD 320 Board of Education and the Wamego Teachers Association have agreed to the following:

#### Employee Benefit Plan

- I. A retirement benefit is offered for one year and applies to individuals employed by USD 320 during the 2010-11 school year. The retirement benefit offer ends as of April 1, 2011 and is not subject to the continuing contract. The following are the terms of the benefit.
  - Teachers have to have been employed by USD 320 for 10 or more years.
  - The teacher has to be taking the full KPERs retirement by reaching their 85 points.
  - If the individual takes employment anywhere else during the period covered in the agreement and that employer provides and contributes payment for health insurance coverage then USD 320 will no longer provide either retirement benefit to the retired teacher. The teacher is responsible for reporting their employment status to USD 320 each time that status changes along with a letter stating the details of their employer's health insurance plan.
  - The dollar amount of this retirement option shall be \$275 per month.
  - There are two options available for the teacher/retiree.
  - Option 1:
    - Payment towards the teacher's health premium for retirees in the USD 320 health insurance plan.
    - The district will provide this benefit to the teacher retiree for no more than 10 years or until the time the retiree qualifies for Medicare, as of the Medicare eligibility requirements stipulated in federal law on the date of June 30, 2010, whichever comes first.
  - Option 2:
    - Payment towards a 403(b) savings plan established under the USD 320 403(b) plan program.
    - The district will provide for this benefit for 5 years unless at any time the retiree chooses to withdraw from the district's 403(b) program.

Agreed to on this day, October 11, 2010.

  
President, WTA

  
President, USD 320 BOE

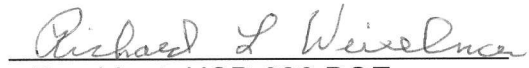
**Letter of Understanding for the 2010-11 USD320 Negotiated Agreement**

Through the negotiation process for the 2010-11 school year, the USD 320 Board of Education and the Wamego Teachers Association have agreed to the following:

The 2010-11 negotiated agreement between USD 320 and the Wamego Teacher's Association will be a 191 day contract. However, the actual days the teachers will work will be reduced by 2.5 days (to 188.5 days) for this contract year. The Board of Education shall determine the 2.5 days that will be eliminated in the school calendar.

Agreed to on this day October 11, 2010.

  
\_\_\_\_\_  
President, WTA

  
\_\_\_\_\_  
President, USD 320 BOE