

AGREEMENT

This agreement is made and entered into on the 13 of November, 2018 by and between the Board of Education of Unified School District 500, Kansas City, Kansas, Wyandotte County, and the National Education Association – Kansas City, Kansas, Inc., 11015 West 75th Terrace, Shawnee, Kansas 66214. This Agreement is the result of good faith collective negotiations which have been conducted under the requirements of and directives of the Professional Negotiations Act (K.S.A. 72-5413 *et seq.*).

The provisions of this Agreement may be changed only by mutual consent of the Board and Association. Each party has had the opportunity to make proposals with respect to all negotiable subjects, and therefore, each agrees that the other will not be obligated to negotiate during the life of this Agreement on any item for the school year 2018-19 whether contained herein or not. The parties agree to meet and confer on an annual basis. In the event the Board receives any additional funding from the State during the 2018-19 school year, both parties agree to reopen negotiations for the sole purpose of negotiating compensation for members of this bargaining unit.

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2019. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

This Agreement shall be made accessible on the district web page. Once ratified, the Agreement will be sent via email to the bargaining unit with one copy for each association representative provided by the Board.



Jen Holt, President
National Education Association
Kansas City, Kansas



Dr. Valdenia Winn, President
Board of Education

Date: November 13, 2018

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ARTICLE I

BOARD'S MANAGEMENT RIGHTS

A. Rights Reserved and Retained

Nothing in this agreement shall be construed to change or affect any right or duty conferred or imposed by law upon the Board. Subject to the provisions of this Agreement the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to maintain, develop and operate the district.

ARTICLE II

TERMS AND DEFINITIONS RELATING TO POLICIES

GOVERNING TEACHERS

A. Special terms relating to this agreement are defined as follows:

1. *The Association:* National Education Association of Kansas City, Kansas.
2. *Primary Contract:* The basic contract of each teacher excluding any extended contract or supplemental contract.
3. *Supplemental Contract:* A teacher's contract for services different from and in addition to those provided for in the teacher's primary contract.
4. *Contract Day, Duty Day or Working Day:* Any day on which a teacher is required to be on duty within the terms of the primary and/or extended contract and is paid for services rendered.
5. *Non-teaching Contract Days:* Contract days on which school is not in session.
6. *Non-working Days:* All days interspersed between the first and last contract days and on which the teacher is not required to be on duty and for which no salary is paid.
7. *Holiday:* All days, other than Saturday or Sunday, which are declared holidays by the state of Kansas or by the United States, on which teachers are excused from duty, and which fall between the first and last duty day of any school year.
8. *Extended Contract:* A teacher's contract for services which extends the number of working days of the individual teacher in any year for employment which is an extension of the work provided for in the teacher's basic or primary contract and which is compensated at the same daily salary rate as established in the primary contract.
9. *Board:* The Board of Education of Unified School District No. 500, Wyandotte County, Kansas.
10. *District:* Unified School District No. 500 (USD 500).
11. *Teacher:* For purposes of this agreement only, "teacher" is defined as any member of the teachers' negotiating unit as defined in Kansas law. This includes teachers, counselors, librarians, school psychologists, degree and non-degree nurses, social workers, therapists, speech pathologists, and teachers of disabled and exceptional children.
12. *Term of contract.* For purposes of this agreement only, "term of contract" refers to the effective period of this agreement which is July 1, 2018, up to and including, June 30, 2019.

ARTICLE III

OFFICIAL HUMAN RESOURCE RECORDS

A. Teacher Access to District Human Resources File

All material compiled in a teacher's official Human Resources file during the period of employment, including evaluation documents, shall be available for inspection by the teacher during regular hours of the Human Resources Office. Excluded from the teacher's inspection shall be any references gathered as a result of the teacher applying for another position within the district. The teacher may obtain, upon written request, a copy of material in his/her file not excluded from his/her inspection. At the teacher's option, a person of the teacher's choosing may accompany the teacher for inspection. At the option of the administration, a Human Resources Office employee may be present during the inspection by the teacher.

B. Teacher's Right to Respond

The teacher shall have the right to respond to any material subject to inspection in his/her Human Resources file. Such response shall be affixed to the material and placed in the teacher's file.

ARTICLE IV

DUTIES AND RESPONSIBILITIES

A. Term of Employment

The primary contract shall require 186 duty days for all full-time teachers who have completed their initial year of employment with the district. 189 duty days shall be required during the first full year of service. Excluded shall be all days on which a teacher is not required to be present for professional services. If emergency conditions require the closing of school, schedule modifications will be made.

1. Emergency Closing Days

Whenever a school is closed by order of the Superintendent for causes beyond the control of the board and such order is relayed to local news media less than one (1) hour prior to the time the teacher is required to be on duty, such day shall be counted as one of the duty days for any affected teacher or the Board may elect to pay such teacher(s) one-half ($\frac{1}{2}$) of one day's salary in lieu thereof and no service shall be required by the teacher on such day. The Association president shall be contacted to verify the official time of notification.

2. Additional Work Days

All basic or primary work performed by teachers in addition to the number of duty days required by the primary contract shall be covered by an extended contract. Such additional workdays shall be compensated at the teacher's regular daily rate. Teachers working on extended contracts shall have salaries adjusted in keeping with the new Agreement.

3. Salary Deductions for Absences

Daily salary deductions for absences shall be made on the basis of the amount of the contract divided by the number of duty days stipulated in the contract.

4. Holidays and Non-Working Days

For the 2018-2019 school year, holidays and non-working days shall be those designated by the Board of Education as reflected in Exhibit A, which refers to teachers assigned to work in KCK Public Schools; Exhibit B, New Stanley Elementary School; Exhibit C, USD 500 Preschool; or Exhibit D, Wyandotte County Special Education Cooperative; Exhibit E, Northwest Middle School.

5. Records Preparation

All teachers shall receive at the end of each quarter at least one-half ($\frac{1}{2}$) of a duty day (4 hours) for record preparation and planning. Any additional time for record preparation shall be established at the discretion of the administration.

6. Classroom Setup

Teachers shall be scheduled one (1) full duty day to work in their classroom areas prior to the first day of student attendance at the beginning of the school year.

B. Time Schedules - Work Day

1. Professional Day

The professional day for a teacher shall consist of all time necessary for full preparation and performance of the task or tasks for which the teacher has contracted.

2. Teachers

The normal work day for teachers, to be established by the schedules of the school, shall be eight (8) hours unless otherwise specified in this agreement and shall include the duty free lunch period. Provided that the work day does not exceed eight (8) hours, a teacher's work day may be modified by mutual consent of teacher and principal or administrator in charge. In addition to performance of duties under the primary contract, teachers shall perform within the normal working day those assigned duties considered necessary to the operation of the school by the principal or administrator in charge.

- a. Each teacher shall have at least a twenty-five (25) minute uninterrupted lunch period free of direct pupil supervision or travel requirement, unless otherwise specifically directed by the principal or other staff person in charge. The denial of a twenty-five (25) minute uninterrupted lunch period should be a rare occurrence. Typically, the duty free lunch period should be scheduled between 10:00 a.m. and 2:00 p.m. Whenever a teacher is assigned student supervision during the teacher's duty free lunch period, the teacher shall be given equal released time by the principal or staff member in charge immediately after students are dismissed at the regular dismissal time. Such equal released time will normally be given the same day. If the released time cannot be taken the same day, it shall be given the next available work day. The teacher will remain on duty to meet a professional responsibility, i.e. including but not limited to a faculty meeting, parent conference, student supervision, in-service, special education staffing, or emergency situation.
- b. Teachers may leave the building during their scheduled lunch period with permission of the principal or the staff member in charge.
- c. During a normal five (5) day work week, the Board will schedule for each teacher assigned to regular instructional classroom duties a minimum of 225 minutes of planning time for preparation and conferences associated with assigned duties which may consist of both structured and unstructured (teacher driven) plan time with every effort to have a maximum of 50% structured. Teachers not assigned to regular instructional classroom duties will be provided with planning time proportional to their instructional classroom duties. Such time shall be exclusive of the duty free lunch period and will ordinarily occur in a minimum of 20 minute increments. Every effort will be made to provide planning time free of interruption and to provide sufficient plan time for lesson planning, grading, contacting parents and other activities necessary to support instructional practices, etc. The principal, supervisor, or staff

member in charge may assign to a teacher an instructional or supervisory duty during the scheduled planning time when the administrator or staff member in charge deems it necessary for the efficient operation of the school.

For secondary teachers assigned to middle or high schools, this minimum of 225 minutes of planning time will be scheduled within the student day.

For elementary teachers assigned to elementary schools, at least 180 of this minimum of 225 minutes of planning time will be scheduled within the student day.

For teachers assigned to early childhood, this minimum of 225 minutes of planning time will be scheduled within the duty day.

For teachers assigned to special education, this minimum 225 minutes of planning time will be scheduled within the duty day.

- d. Teachers assigned to short-term periods of instruction of students (in excess of thirty (30) minutes) in addition to their regularly assigned duties within the contract day shall be compensated at an hourly rate established in salary schedules for any such special assignments. When a short-term assignment is thirty (30) minutes or less and is uncompensated, the teacher shall be given equal released time by the principal or staff member in charge after students are dismissed at the regular dismissal time. Such equal released time will normally be given the same day. If the released time cannot be taken the same day, it shall be given the next available work day. The teacher will remain on duty to meet a professional responsibility i.e. including but not limited to a faculty meeting, parent conference, student supervision, in-service, special education staffing, or emergency situation.
- e. An effort will be made to schedule faculty and/or other professional meetings within the normal workday.
- f. A teacher may request and the principal may permit the teacher to leave the building prior to the expiration of the normal eight-hour day.
- g. As part of the normal professional duty of each teacher, not more than seven (7) meetings or conferences during the school year which take place after the duty day on a regular school day may be specified. Teachers are not required to serve these meetings or conferences on a non-duty day and/ or on a day when class is not in session. This requirement is per person not per number of buildings served by the individual teacher. Additionally, with the exception of emergencies as determined by the Superintendent or his/her designee, teachers will be provided at least two weeks' notice of meetings which take place after the duty day. Such meetings or conferences shall include but not be limited to school open house; back-to-school nights for parents; parent conferences; commencement exercises, regularly scheduled PTA or PTO meetings; National Honor Society initiation; Family Advocacy conferences; school carnivals or other school-wide fund raising events; and plays, music performances, or gym shows scheduled as a part of a PTA or PTO meeting. Should a meeting or conference require a teacher to be on duty for more than 11 consecutive hours, a dinner break is required to be scheduled between the hours of 3:30 pm and 6:00 pm of at least forty-five (45) minutes. At the discretion of the principal or department supervisor, the teacher may be assigned to supervise students during meetings or conferences provided that (1) such supervision is not the primary reason for the attendance of the teacher; and (2) the supervision takes place at the site of the actual meeting or conference.
- h. The number of instructional periods in the middle and high schools shall be determined by the Board upon recommendation of the principals through the Superintendent of Schools. Such determination shall be made prior to January 1 preceding the school year in which a change is effective.
- i. A teacher shall have the right to delay for one (1) day a conference with a hostile or irate person, and may require the presence of an administrative staff member at such conference.

3. Counselors

Counselors must be available for conferences before and after school every day.

- a. Minimum hours for all counselors shall be as follows:

On the days when school is in session, middle and high school counselors shall be on duty each day for a period of not less than eight (8) hours and thirty-five (35) minutes, such time to extend over a nine (9) hour time span and allowing twenty-five (25) minutes for lunch and additional break time as scheduled by the principal. When school is not in session, counselors shall be paid a wage equal to a regular 8 hour day.

4. Librarians

- a. Elementary librarians shall observe the normal work day time schedule.
- b. All middle and high school librarians shall be on duty each day for a period extending over not less than eight (8) hours and fifteen (15) minutes including one (1) hour of time for lunch and other non-duty break times.

5. Nurses

Whenever scheduling permits, school nurses shall be on duty eight (8) hours including the duty-free lunch period. When scheduling problems require additional time, nurses shall be on duty (8) hours during a period extending over not more than nine (9) hours. Scheduling shall be the responsibility of a designated administrator.

C. Safe and Secure Working Conditions

The district is committed to providing a professional working environment for employees free of workplace violence.

Each building site shall establish a Safety Committee whose purpose will include the responsibility to advise the administration on matters relating to providing a healthy, safe and secure building environment. There shall be at least two (2) teachers appointed to each such committee who are selected by that building's faculty in a manner to be determined by the District. The committee shall meet at least one (1) time during each school year for this purpose. All written plans and procedures developed by the Safety Committee shall be distributed to all teachers in the building and the Central Office Administration.

Subject to prohibitions against the use of video cameras/surveillance in the teacher evaluation process, surveillance equipment for security reasons consisting of video cameras, and other types of equipment, may be placed in areas where there may be congestion and/or heavy traffic, including but not limited to cafeterias, hallways, sporting facilities/gyms, entryways, stairs and parking lots.

D. Building Committees

Participation by teachers on building committees shall be mandatory or voluntary depending on the intent and the needs of the committee as determined by the administration. Mandatory committees shall meet within the teachers' 8-hour work day whenever possible. Hours worked on mandatory committees outside of the teachers' 8-hour work day shall be subject to compensation as provided in Article XII. Non-participation on voluntary committees shall not be considered in teacher evaluations or disciplinary actions.

ARTICLE V

EVALUATION OF TEACHER PERFORMANCE

A. First and Second Year Teachers

Teachers employed under this policy for the first and second year of service in the district shall be evaluated at least one time per semester by a designated administrator by not later than the date established by Kansas law on teacher evaluation (the 60th school day of the semester), except that any employee who is not employed for the entire semester shall not be required to be evaluated.

B. Third and Fourth Year Teachers

Teachers employed under this policy for the third and fourth year of service in the district shall be evaluated at least one time each school year by the date established by Kansas law on teacher evaluation (February 15). After the fourth year of employment in the district, all teachers employed under this policy shall be evaluated at least once in every three years. Such evaluation shall occur by no later than the date established by Kansas law on teacher evaluation (February 15).

C. Written and Signed Evaluations

All evaluations shall be in electronic and/or written form and acknowledged or signed by the teacher being evaluated. The teacher shall acknowledge or sign the evaluation form as required by law indicating only that the teacher has read the evaluation. Signatures may be digital or written. All evaluations shall be maintained in the teacher's file for a period of not less than three (3) years.

D. Teacher's Right to Append Response

A teacher shall have the right to attach a written response to an evaluation, such response to be made within two weeks after signing of the original evaluation of the teacher.

E. Teacher's Right to Examine Documents

A teacher shall have the right upon request to examine any evaluation reports placed in the teacher's official Human Resources file.

F. Electronic Monitoring Prohibited

Monitoring of a teacher by means of electronic devices is not permissible without the teacher's knowledge and consent.

G. Classroom Visits for Evaluation

As a part of the summative evaluation of a first or second year teacher, the evaluator shall spend at least two (2) continuous periods of not less than thirty (30) minutes of classroom observation prior to completing the evaluation. For all other teachers, the evaluator shall spend at least three (3) continuous periods of not less than thirty (30) minutes of classroom observation prior to completing the evaluation. The first classroom observation period of a teacher in the first four years of employment shall be scheduled by the evaluator with the teacher at least one (1) day in advance. All subsequent observations may or may not be scheduled at the discretion of the evaluator.

H. Visitation Feedback

The teacher shall be given feedback by the evaluator within seventy-two (72) hours of an evaluation observation, except where illness, professional leave, or an emergency situation on the part of either the teacher

or evaluator occurs. In such a situation, the feedback shall be provided within seventy-two (72) hours after the person returns to work.

I. Responsibility for Evaluation

The responsibility for evaluating staff assigned to a school full time shall be with the building principal or other administrative staff assigned to that school. A teacher assigned to two schools shall be evaluated by the principal or other administrative staff of the school where the teacher has the most classes. If the classes are equal, the principal or other administrative staff of the school which has the smaller teaching staff shall be responsible for the evaluation. Itinerant teachers shall be evaluated by supervisory staff.

J. Orientation

Early in each school year, those teachers being evaluated during the school year will have an orientation on the evaluation of teacher performance by the building principal or other designated evaluator. A teacher hired or reassigned after the beginning of the school year shall receive an orientation by the building principal or other designated evaluator on the evaluation of teacher performance. No required observation as described in Paragraph G shall take place until the orientation has been completed.

K. Intensive Assistance Process

A teacher whose teaching performance is determined through the evaluation process to be unsatisfactory may be provided with intensive assistance. The purpose of the intensive assistance process is to help the teacher raise his/her teaching performance and address instructional based deficiencies.

1. Intensive Assistance for Improvement

Intensive Assistance consists of the development of a written Directed Growth Plan by administration with input from the teacher that includes potential professional development activities, resources, supports and goals designed to improve the teacher's instructional performance and provides a mutually agreed time period adequate for completion of the Directed Growth Plan. Intensive Assistance may include but not be limited to classroom observations, face-to-face pre/post conferences, evaluations, coaching and other training opportunities. Specific guidelines jointly developed and maintained for the Intensive Assistance Process will be made available by the district to all employees through the district's employee portal and website.

2. Responsibility for Improvement

The responsibility for improvement of teaching service to a satisfactory level as determined by the administration rests with the teacher. Satisfactory progress shall be demonstrated by meeting the success measures identified by the evaluation tool.

3. Right to Dismiss

Nothing in this Article shall deny the right of the Board to terminate or non-renew a teacher at any time in accord with the laws of Kansas.

4. Notice of Placement on Intensive Assistance

A teacher shall be notified by his/her building principal or immediate supervisor of placement on intensive assistance. The teacher shall be notified at least twenty-four (24) hours in advance of the conference.

ARTICLE VI

SEPARATION OF SERVICES OF TEACHERS

A. Resignations and Cancellation of Contracts

1. **Written Notice of Resignation**

A teacher who does not desire to continue in a position with the district shall submit a written resignation indicating the effective date. The Board will accept resignations for the succeeding school year without restriction if tendered on or before the date established by Kansas law. Except where otherwise provided by law, the Board may refuse to accept such resignations tendered after the date established by Kansas law.

2. **Liquidated Damages for Late Resignation**

For any written resignations tendered after the date established by Kansas law, the Board may grant a release or they may not grant a release.

A monetary amount of liquidated damages may be enforced by the Board. The liquidated damage scale is listed below. Payment must be made to the Board at the time the release is granted.

3. Date of Resignation:	Liquidated Damage:
From statutory date to June 30.....	\$500.00
From July 1 to July 31.....	\$1,500.00
From August 1 to the opening of the new school year.....	\$2,500.00

The Board reserves the right to pursue any other remedies authorized by Kansas law.

B. Separation Due to Staff Reduction

When in the sole discretion and judgment of the Board, it is necessary to reduce the number of teachers within the district, before a non-probationary teacher can be non-renewed, the Board shall conduct a good faith examination of the certification and experience of all teachers in the area where the reduction in force is to occur. Absent good cause, no non-probationary teacher shall be non-renewed to reduce staff until all probationary teachers in all areas in which the non-probationary teacher is certified shall have been non-renewed. Where there is a need to non-renew a non-probationary teacher to reduce staff, the Board shall use the following factors in determining which non-probationary teacher's contract will be non-renewed due to reduction in force:

1. Non-probationary teachers with the least years of active service.
2. Areas of certification.

1. **Active Service Defined**

For the purposes of this agreement active service under contract shall include all active full-time contracted teaching service and all time absent from duty under approved leave; provided however, active service under contract shall not include time absent from duty for long-term professional leave; extended maternity leave; voluntary military service; and adoptive or parental leave.

2. **Preferred Eligibility List**

Teachers whose contracts are non-renewed due to staff reduction in accord with ARTICLE VII, Section B shall be placed on a preferred eligibility list for a period of three years and shall be offered

positions as positions become available in the area for which they are certified. Non-probationary teachers shall be recalled in reverse order of non-renewal.

3. Required Current Information

Teachers affected by staff reduction under the conditions of this agreement who desire reinstatement must notify the Superintendent in writing of their interest and availability every six months after the terminal date of their contract and shall keep the Human Resources Office informed of any change in their telephone number and address.

4. Failure to Accept Duty Voids Rights

Failure to accept within five (5) days and to be available for duty within twenty (20) days after receiving notice of recall to any assignment in the field in which the teacher was teaching at the time of staff reduction shall relieve the Board of any responsibility with regard to recall of the teacher who so rejects such an assignment and such rejection shall be deemed to be a resignation by such teacher from the preferred eligibility list. Provided further, any teacher whose employment is terminated as a result of staff reduction and thereafter accepts a teaching position in another district shall retain reemployment rights until the end of the year for which the subsequent contract was signed.

ARTICLE VII

DISCIPLINARY REPRIMAND

A. Defined

A disciplinary reprimand is a reprimand issued by a supervisor of a teacher or by the Board based on just cause which may be a factor in the suspension, termination, non-renewal or other specific diminution of the benefits of a teacher which is recorded and made a part of the written Human Resources file of a teacher. Informal discussions or suggestions for improving not subsequently made an action of record shall not be considered as a disciplinary reprimand.

B. Written Reprimand

A copy of any written reprimand shall be given to the teacher involved by either (1) personal service or (2) letter mailed to the teacher's residence on or before the day the reprimand is inserted into the teacher's Human Resources file. The teacher may file a statement of clarification or refutation. The teacher's statement shall remain in his/her Human Resources file for the period in which the reprimand is maintained in the teacher's Human Resources file.

C. Notice of Complaint

Any complaint made against a teacher or persons for whom the teacher is administratively responsible by any parent, student, or other person which forms the factual basis for the issuance of a letter of reprimand will promptly be called to the attention of the teacher. Any complaint not so called to the attention of the teacher shall not be used as the basis for a disciplinary reprimand.

D. Prior Discussion

No disciplinary reprimand resulting from a complaint by a parent or student or other person shall be recorded against a teacher before a conference is held between the teacher and the administrator involved.

E. Conference Conditions

Conferences where written reprimands are issued shall be conducted in confidence. The teacher shall be notified at least twenty-four (24) hours in advance of the conference. The teacher may be accompanied by the representative of the teacher's choice.

F. Employee Notification and Response

A copy of any written report of disciplinary action shall be given to the teacher and the teacher shall have the right to file with the report a statement of clarification or refutation.

ARTICLE VIII

SUSPENSION, NONRENEWAL, TERMINATION

A. Suspension from Duty

1. Right to Appeal

A teacher suspended from duty shall have the right to appeal such suspension through the grievance procedure to determine the presence of just cause for such suspension. Any such grievance shall be filed initially at Level III.

2. Salary Payments During Short-Term Suspension

When the suspension is for disciplinary reasons and less than six (6) days, payment of salary for up to six (6) days may be withheld upon order of the Superintendent or the Superintendent's designee. (Except as provided in Article XVIII.A.8.a.b.c.)

B. Termination or Non-renewal of Contract by the Board

For just cause, the Board may terminate any teacher's contract or non-renew a non-probationary teacher's contract. Just cause is defined as any reason put forward by the administration or Board in good faith and which is not arbitrary, irrational, unreasonable or irrelevant to the district's right to maintain and operate an efficient school system. Termination of a contract means a complete severance of the employer-employee relationship between the Board and the teacher prior to the end of the contract period. Non-renewal of a contract means that the current contract is not to be continued for the next succeeding school year and the employer-employee relationship will terminate at the conclusion of the current contract period.

C. Notice of Non-renewal of Non-Probationary Teachers

If the reason for the non-renewal is based on unsatisfactory job performance, the non-probationary teacher must be informed that his/her performance was substandard in accordance with the deadlines proscribed by the evaluation cycle.

Written notice of intention not to renew a teacher's contract will be served on or before the date established by Kansas law. Any teacher regardless of employment experience shall be entitled to such notice.

D. Notice of Non-renewal of Contract by the Board

Written notice of intention not to renew a teacher's contract will be served on or before the date established by Kansas law. Any teacher regardless of employment experience shall be entitled to such notice.

E. Service of Notice to Non-Renew or Terminate the Contract

Whenever a teacher is to be given written notice of a proposed non-renewal or termination of his/her contract, service of written notice shall be as follows:

1. By delivering a copy of the written notice to the teacher personally; or
2. In situations where a teacher to be served cannot after diligent efforts be served personally, by registered mail to the last official address filed by such teacher in the Human Resources Office. Such mailed service shall be considered sufficient and in full compliance with lawful requirements.

F. Dismissal of Non-Probationary Teachers

Dismissal procedures shall be extended to:

1. Teachers who successfully complete three (3) consecutive years of employment with the district and work the first day of the fourth year; and
2. Teachers at the time of reemployment by this school district if any time prior to the current employment the teacher achieve non-probationary status in this school district.

Dismissal rights under these provisions shall be in accordance with Kansas law.

G. Teacher License Expiration

If the teacher fails to renew his/her license prior to expiration, the teacher will be removed from the classroom without pay and be given five working days to correct/obtain his/her license. Failure to correct may be subject to discipline up to and including termination in accordance with applicable law.

H. Contract Change by Mutual Agreement

The contract of a teacher may always be changed, terminated, or non-renewed by mutual agreement of both the Board and the teacher.

ARTICLE IX

TEACHER ORGANIZATIONS AND ORGANIZATIONAL RELATIONS

A. Membership Communication

1. In Faculty Meetings

The Association shall be given the opportunity to announce any regular or special meetings at regularly scheduled faculty meetings but no organizational business shall be discussed. Such announcement shall include only the date, time and place and may include a concise statement of the purpose of the meeting. Any other communication or announcement must be approved in advance by the principal.

2. Use of Mail Boxes and Bulletin Boards

Duly authorized representatives of the Association shall be allowed to place Association notices, circulars, or other material (exclusive of local, state, and national political campaign material) dealing with activities or concerns of the Association in building mailboxes and on bulletin boards located in faculty lounges. A copy of any notices, circulars, or other material shall be provided to the building principal before being placed in mailboxes or on bulletin boards.

The Association's president or designee shall be allowed use of the district's Staff Information Packet with the terms of Article X-A #2 and in accordance with the district procedures for submitting information into the Staff Information Packet; subject to the approval of the Superintendent, the association may access the SIP for the purpose of announcements of meetings, copies of notices and circulars.

3. Use of Inter-School Delivery Service

To the extent permitted by law, the interschool delivery service may be used by the Association to distribute Association material to the schools with the annual approval from the Superintendent.

4. Mail Distribution

All communications, magazines and other materials bearing the name of any staff member and sent through the United States mails will be delivered to such staff member through regularly established school communication distribution systems.

5. Acceptable Use of Electronic Mail

- a. NEA-KCK Leadership may initiate emails as outlined in Board of Education policy. Permissible use also includes items related to the IBB process, i.e. surveys, ratification. Prior approval by the Superintendent or designee is needed for items other than those listed.
- b. The parties will annually review the association's use of this technology.

6. Meeting with Representative During the Work Day

A duly authorized representative of the Association may meet with a teacher or teachers during the duty free lunch period, during the teacher's regularly scheduled planning time, or after the normal dismissal time for students if the teacher or teachers request that such a meeting take place. The principal or staff member in charge shall be notified in advance of the meeting. The meeting date shall be scheduled with the principal or staff member in charge so as not to interfere with nor interrupt the educational program or other professional responsibility. Such professional responsibility shall include but not be limited to a faculty meeting, a parent conference, student supervision, in-service, special education staffing or emergency situation. The location of the meeting shall be approved by the principal or staff member in charge.

B. Use of School Facilities and Equipment

1. Advance Authorization Required

The Association may be authorized to use various schools and meeting rooms therein provided that authorization for such use has been secured at least twenty-four (24) hours in advance from the principal or administrator in charge of the building and provided further that no such meeting shall extend beyond 5:00 p.m. and shall not interfere with activities of the school.

2. Use of Building After 5:00 p.m.

Any use of buildings after 5:00 p.m. by the Association shall be on the basis of Board policy relating to general public use of facilities.

3. Use of School Equipment

No school equipment shall be employed in the conduct of Association activities except as provided in Board policy.

C. Dues for Membership in NEA-KCK

1. Authorization of Deduction

Upon written authorization by the individual teacher executed on an approved form, membership dues in NEA-KCK will be deducted from the teacher's salary and remitted to NEA-KCK at the rate of 1/24 of the total annual dues amount every pay period beginning in September and ending in August.

2. Initiation and Continuation

Such authorization forms for dues deduction shall be filed at any time during the school year, but the Board shall not be required to make new deductions from the payroll for any month except for September if the authorization is delivered to it later than the first day of the month in which the deduction is to be made. For September, the authorization shall be done on or before the 10th day. Deductions shall continue in succeeding years unless and until authorization for deduction is modified or revoked in writing by NEA-KCK or the teacher or the teacher's contract of employment is terminated.

3. Filing and Notification Requirements

NEA-KCK shall be responsible for filing of all authorizations with the Board in a timely manner as set forth in Section C, Paragraph 2.

4. Responsibility for Remittance of Dues

If a payroll warrant is not issued to a member during any one or more of the months covered in the period indicated, the Board assumes no responsibility for payments not made to NEA-KCK.

5. Release and Indemnification

NEA-KCK shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with the provisions of this agreement, or in reliance on any list, notice, certification or authorization furnished under this agreement between the parties for deduction.

D. Leave for Association Purposes

Designated teacher representatives of the Association shall be entitled, upon advanced notice of at least 72 hours and approval by the Superintendent of Schools or his/her designated representative, to draw on a bank of forty-five (45) days of leave for the purpose of conducting business of the Association. Such leave shall not be granted during the first or last ten (10) working days of the school year, on the days immediately preceding or following a vacation period, nor on any district in-service day. The request for a leave of absence may be denied if the availability of substitute teachers is such that full coverage cannot be provided for absent teachers on the day(s) requested. The Association agrees to reimburse the district for the cost of substitute teachers to cover the Association teacher representatives' absences for any of the fifteen (15) days of leave after the first thirty days of leave taken.

1. Extended Association Business Leave

One designated teacher representative of the Association shall, upon request, be granted full time release from duties for one year with full pay. The Association shall reimburse the district the sum of 20% of the designated teacher's contract salary for his/her release. It is understood that the representative's work time shall be shared between the Association and the district at the rate of 80% for Association activities and 20% at the discretion of the Superintendent of Schools.

The designated teacher representative shall remain under contract with the district during extended association business leave. When the representative is ready to return to a teaching position, he/she

shall be placed in a comparable position to the one held before the leave began except if the designated teacher representative returns at the end of two (2) years, he/she shall be given the option of returning to his/her former position. If the teacher representative opts to return to his/her former position, he/she shall notify the district's Human Resources Office prior to April 1 of the year preceding his/her return. The date of return shall be by mutual agreement between the administration and the teacher representative but in no case shall it be later than the beginning of the following school year.

The designated teacher representative shall follow the same procedure for professional development leave as all other employees. Such days shall be deducted from the bank of 45 days.

ARTICLE X

RESOLUTION OF GRIEVANCES

The purpose of grievance procedures is to secure at the lowest possible administrative level equitable solutions to grievances.

A. Definitions:

1. *Grievance*: A charge by one or more teachers or the Association which alleges a violation, misapplication or misinterpretation of the negotiated agreement.
2. *Grievant*: The teacher(s) or the Association presenting a grievance.
3. *Department*: Any school office or administrative unit of the Board.
4. *Immediate Supervisor*: The supervisory staff member in the department or building unit wherein the grievance exists and who assigns and supervises the teacher's work and approves his/her time record or evaluates his/her work performance.
5. *Party in Interest*: A person or group of persons, including the Board through its staff, who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure for Resolution of a Grievance

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and an effort shall be made to expedite the process. Time limits specified may be extended by mutual agreement.

1. *Level I*: A teacher with a grievance shall first discuss it personally with his/her immediate supervisor with the objective of resolving the matter informally. Any such grievance shall be presented to the immediate supervisor by the teacher within a period of ten (10) days after the incident occurs specifying the grievance and requesting a conference to discuss it.
2. *Level II*: In the event that the teacher is not satisfied with the disposition of the grievance at Level I or in the event that no decision has been rendered within five (5) days after presentation of the grievance, the teacher may present it as a formally written grievance to the immediate supervisor in the form prescribed herein and filing of such form shall be considered as a request for a conference to discuss the grievance.
 - a. Within five (5) days following presentation of the grievance, the immediate supervisor shall discuss the grievance with the teacher and if the teacher so elects, he/she may be represented by any person or representative of an organization of his/her choosing. If the teacher elects to be so represented, then the immediate supervisor shall have the option to be represented by the Superintendent or a designated representative of the Superintendent. In the event that both the teacher

and the supervisor choose such representation, Level III procedures may be waived at the election of either party.

- b. Within five (5) days after discussion of the written grievance, the immediate supervisor shall make a decision and communicate the same in writing to the teacher presenting the grievance.
3. *Level III:* In the event that the grievant is not satisfied with the disposition of the grievance at Level II, the Grievant may file the grievance in writing with the Superintendent.
- a. Within ten (10) days after receipt of the grievance, the Superintendent or a designated representative shall meet with the grievant in an effort to resolve it.
 - b. If the grievance is not forwarded to the Superintendent within thirty (30) days after original presentation of the charge at Level I, then the grievance shall have been waived.
 - c. The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
 - d. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such a list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
 - e. The decision of the Superintendent, or a designated representative, shall be given to the grievant in written form within ten (10) days after meeting with the grievant.
4. *Level IV:* In the event that the grievant is not satisfied with the disposition of the grievance at Level III, or in the event no decision has been rendered within seven days after the grievant has first met with the Superintendent or a designated representative, the grievant may file the grievance in writing within seven (7) days with the Clerk of the Board.
- a. Within ten (10) school days after the first meeting of the Board at which the written grievance is presented, the Board or hearing examiner(s) appointed from its members of the Board shall meet with the grievant for the purpose of resolving the grievance.
 - b. The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
 - c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of hearing. Failure to timely present such list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
 - d. Any Board hearing examiner(s) appointed shall make a report of finding and recommendations to the Board and the decision of the Board shall conclude the district's grievance process.
 - e. The hearing examiner(s) shall make their report to the Board within ten (10) days following the conclusion of the hearing or at the first Board meeting thereafter. The Board shall make a final disposition of the matter in not less than seven (7) days after receiving the report or at the first Board meeting thereafter unless the Board determines a need for further testimony or information. In such case, the Board's

decision shall be made and given to the teacher within ten (10) days after receipt of such additional testimony or information.

- f. The final decision of the Board shall be given to the teacher in written form within ten (10) days after the decision is made.

C. Miscellaneous Grievance Resolution Provisions

1. Forms

Forms for the filing of grievances shall be furnished by the Superintendent's office and shall conform to the provisions of Article XI. Grievance forms may be obtained from principals, the district Human Resources office or the Association.

2. Written Material Required

Beyond Level I in the grievance procedure, all related facts, appeals, and decisions shall be in writing.

4. Closed Hearings

To the extent allowed by law, all grievance hearings and conferences shall be closed to the public.

4. Separate Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Human Resources files of the party(s) in interest.

5. No Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of his/her participation in the grievance procedure.

6. Right to Informal Discussion

Nothing herein contained will be construed as limiting the right of any teacher having a complaint or dispute to discuss the matter informally with any appropriate member of the administrative staff.

7. Initial Filing at Level III

All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly involved in the hearing.

If the grievance is such as to be beyond the authority of the immediate supervisor, such grievance may be initiated and filed at Level III.

8. Days

Days when school is not in session shall be excluded in computing the number of days within which action must be taken or notice given, except that after the close of the school year, days shall be counted as days on which the central office of the Board is regularly open for business.

ARTICLE XI

TEACHER COMPENSATION AND OTHER BENEFITS

All salary guides contained in Article XII shall, unless specifically indicated to the contrary, be regarded as minimum salary guidelines.

A. Salary Guides - Classroom Teachers

1. Every Teacher Classified

Every teacher shall be classified for salary purposes in accordance with the salary schedule provisions. For purposes of this schedule, the term "teacher" is used to apply to all certificated Human Resources whose salary is based upon the teacher's salary scales as contained in this section. At the time of initial employment, each teacher shall be placed on the Level and in the Class for which he/she qualifies as determined by the Superintendent. The term Level as used in this section does not convey the number of years of teaching experience. Rather, it reflects a teacher's placement on the salary schedule, which takes into account level of education, and accredited teaching experience.

2. Dates for Reclassification

Any teacher qualifying for a higher Class prior to August 1 due to completion of additional college courses shall be placed in the new Class but on the same Level as would be held in the previous Class except as otherwise noted herein.

3. Salary Adjustment

Any teacher qualifying for a higher Class must submit copies of transcripts or other documentation verifying successful completion of and credit for the college course or Professional Development Points by July 31 for an August adjustment. It shall be the responsibility of the individual teacher to notify in writing the Human Resources Division when the teacher qualifies for a new Class. Reclassification shall occur at the next August 1 following notification by the teacher. Beginning with the 1998/99 school year, teachers will begin with zero points.

- a. To qualify for salary schedule movement on Professional Development Points, the individual must have an approved Individual Development Plan on file and meet the recertification guidelines as set forth by the Kansas State Department of Education.
- b. A maximum number of 120 Professional Development Points may be earned in one year. (20 Professional Development Points = 1 graduate hour.)
- c. The staff training experience must be pre-approved by the Professional Development Salary Committee in advance if professional development points are requested.
- d. Professional Development Points are only usable during a five year period for salary schedule movement.
- e. In-service during contractual day or paid in-service cannot be used for movement on the salary schedule.
- f. Professional Development points are not awarded for activities where the individual is earning college credit or is receiving a stipend or payment.
- g. An earned degree is required for movement into degree classification on the district salary schedule. When utilizing Professional Development Points, individuals are restricted to movement from one classification to another in any one year.
- h. Staff needs to carefully record their attendance at training activities on the sign-in sheets and/or validation by workshop presenter.

4. Classes Defined

Class I Teachers holding a baccalaureate degree.

Class II	Teachers holding a baccalaureate degree and having at least 15 semester hours of college graduate credit or 8 college graduate hours and up to 140 PD Points.
Class III	Teachers who have completed at least 30 semester hours of college credit beyond the baccalaureate degree with at least 18 of such hours being graduate credit or 16 college graduate hours and up to 280 PD Points.
Class IV	Teachers holding a masters degree.
Class V	Teachers holding a masters degree and having 45 semester hours of graduate credit beyond the baccalaureate degree or 15 college hours of graduate credit beyond the masters' degree and up to 140 PD Points.
Class VI	Teachers holding a masters degree and having 60 semester hours of graduate credit beyond the baccalaureate degree or 32 college graduate hours and up to 560 PD Points or 30 semester hours of graduate credit beyond the masters degree or 16 college graduate hours beyond degree and up to 280 PD Points.
Class VII	Teachers holding a masters degree and having 75 semester hours of graduate credit beyond the baccalaureate degree or 45 college graduate hours and up to 600 PD Points or 45 semester hours of graduate credit beyond the masters degree or 24 college graduate hours beyond degree and up to 420 PD Points.
Class VIII	Teachers holding a masters degree and having 90 semester hours of graduate credit beyond the baccalaureate degree or 60 college hours and up to 600 PD Points or having 60 semester hours of graduate credit beyond the masters degree or 32 college hours beyond Masters and up to 560 PD Points.
Class IX	Teachers holding an earned specialist-degree from an accredited university.
Class X	Teachers holding an earned doctorate degree from an accredited university.

- a. Credit submitted for movement to a higher Class on the salary schedule shall be such as to maintain or improve skills related to the teacher's employment as a teacher or other certificated position. Credit shall be appropriate for the endorsement or endorsements which appear on the teacher's certificate, to an endorsement desired by the teacher, or to a professional development. Decisions relating to the appropriateness of credit for schedule movement shall be made by administrative staff in the Human Resources Division. Credit submitted shall not be unreasonably denied.

5. Salary Schedule Level Defined, Adjustment

A "Level" on the salary schedule is defined as one of a series of relative positions held by individual teachers within any Class for salary purposes. Adjustments and movement from an assigned Level to any other Level shall be in accord with policies and actions of the Board.

6. Duty Days Per Year

Whenever duty days are mentioned, 186 duty days shall be required for all teachers who have completed the initial year of employment with the District. 189 duty days shall be required during the first full year of service. Other exceptions shall be specified in the individual teacher's primary contract or in related provisions of this policy.

7. Level Assignment for 2018-2019 Contract Year

Returning Teachers and Nurses will be granted no Level increase for the 2018-19 school year.

8. Level Placement for Accredited Experience from Outside USD 500 for 2018-2019 School Year

Credit allowed for experience outside the District shall be in accord with Section A, Paragraph 1, of Article XI. Level placement for teachers newly hired to the district after ratification of this Agreement will be based on years of experience using the following table.

2018-2019 School Year

	BS-DOC
Level 1	0-4
Level 2	5
Level 3	6
Level 4	7
Level 5	8
Level 6	9-11
Level 7	12
Level 8	13
Level 9	14
Level 10	15-17
Level 11	18
Level 12	19
Level 13	20-21
Level 14	22
Level 15	23-24
Level 16	25
Level 17	26
Level 18	27
Level 19	28+

Initial placement for new teachers in the hard-to-fill areas, namely, secondary math, secondary science, special education, speech language pathologist, school psychologist, occupational therapist, and physical therapist, may be adjusted by the Board in order to fill positions.

9. Nurses

Nurses holding a bachelor's degree and employed as school nurses shall be placed on the regular teacher's salary schedule. Registered nurses not holding a bachelor's degree shall be contracted on the recommendation of the Superintendent. Salaries for the 2018-2019 school year will be based on the schedule in Section 13 below.

10. Vocational Education Endorsement Recognition

Teachers who are certified by the State Department of Education and who are required to have vocational endorsement to teach in their respective fields shall be paid according to the following scale. Teachers holding Special Needs Vocational certification shall not qualify for the following scale unless provisional or full vocational certification is attained.

Training Class	Certification
(1) Non Degree and Provisional Vocational	BS Salary Schedule
(2) Non Degree and Vocational	BS Salary Schedule + \$141 or Degree and Provisional Vocational
(3) Non Degree and Vocational +30 Hours	BS Salary Schedule + \$426
(4) Non Degree and Vocational +60 Hours	BS Salary Schedule + \$705
(5) Non Degree and Vocational +90 hours	BS Salary Schedule + \$900
(6) Degree and Vocational	BS Salary Schedule + \$1412 or Secondary Teachers Certificate and Vocational

All hours counted in Class (3), (4), and (5) shall be semester hours and shall be a part of a degree plan approved by the district. Teachers required to teach a full day without a planning period will be paid an additional \$20.72 per day.

11. Counselor

Counselors shall be contracted on the basis of the teacher's salary schedule. Counselors will be paid at their individual normal hourly rate for the required hour beyond the teacher's work day.

12. Compensation for Required In-District Travel

Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed for approved travel expenses submitted during the current academic year. To be reimbursed, claims for mileages expenses must be submitted no later than December 1 and June 1 of the current academic year. Teachers shall be reimbursed at the maximum rate authorized by the State of Kansas and this rate shall be paid on or after the effective date adopted by the state.

13. Base Salary Scale - Base salary scale for computation of 2018-2019 salaries are as follows:

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Nurses
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	SPEC	PHD	W/O BA
Level 1	\$42,238.20	\$43,209.68	\$44,203.82	\$46,855.56	\$47,933.15	\$49,035.46	\$50,261.40	\$51,769.61	\$52,804.96	\$53,860.92	\$34,946.44
Level 2	\$42,660.58	\$43,641.33	\$44,645.78	\$47,324.30	\$48,413.22	\$49,525.83	\$50,764.14	\$52,287.80	\$53,333.45	\$54,399.71	\$35,295.68
Level 3	\$43,087.08	\$44,078.14	\$45,091.85	\$47,797.16	\$48,896.38	\$50,021.36	\$51,272.02	\$52,810.11	\$53,866.07	\$54,943.66	\$35,649.04
Level 4	\$43,517.74	\$44,519.06	\$45,543.08	\$48,275.17	\$49,385.73	\$50,522.04	\$51,785.06	\$53,338.61	\$54,404.86	\$55,492.75	\$36,005.49
Level 5	\$43,953.48	\$44,964.11	\$45,998.43	\$48,758.34	\$49,879.19	\$51,026.84	\$52,302.22	\$53,871.22	\$54,948.81	\$56,048.03	\$36,365.03
Level 6	\$44,392.35	\$45,414.31	\$46,457.90	\$49,245.62	\$50,378.84	\$51,536.79	\$52,825.57	\$54,410.01	\$55,498.93	\$56,608.46	\$36,728.69
Level 7	\$44,836.36	\$45,867.59	\$46,922.52	\$49,738.06	\$50,882.61	\$52,052.92	\$53,354.06	\$54,954.99	\$56,053.18	\$57,175.07	\$37,096.47
Level 8	\$45,285.53	\$46,327.06	\$47,392.29	\$50,235.64	\$51,391.53	\$52,573.17	\$53,887.70	\$55,504.09	\$56,613.61	\$57,746.83	\$37,467.34
Level 9	\$45,737.79	\$46,789.62	\$47,866.18	\$50,738.38	\$51,904.57	\$53,098.57	\$54,426.50	\$56,059.36	\$57,180.22	\$58,323.74	\$37,842.34
Level 10	\$46,195.20	\$47,257.33	\$48,345.23	\$51,245.24	\$52,423.79	\$53,630.15	\$54,970.41	\$56,619.79	\$57,751.98	\$58,906.84	\$38,220.42
Level 11	\$46,657.76	\$47,730.20	\$48,828.39	\$51,758.28	\$52,948.16	\$54,165.86	\$55,520.57	\$57,185.37	\$58,329.92	\$59,496.11	\$38,602.62
Level 12	\$47,123.41	\$48,207.18	\$49,316.70	\$52,275.44	\$53,477.68	\$54,707.74	\$56,075.85	\$57,758.16	\$58,913.02	\$60,091.57	\$38,988.95
Level 13	\$47,595.24	\$48,689.31	\$49,809.14	\$52,797.75	\$54,012.36	\$55,254.78	\$56,636.28	\$58,335.08	\$59,502.29	\$60,692.17	\$39,378.36
Level 14	\$48,071.19	\$49,176.60	\$50,307.76	\$53,326.24	\$54,552.18	\$55,806.96	\$57,202.89	\$58,918.17	\$60,096.72	\$61,298.96	\$39,771.90
Level 15	\$48,551.27	\$49,668.00	\$50,810.49	\$53,859.89	\$55,098.19	\$56,365.33	\$57,774.65	\$59,507.44	\$60,698.35	\$61,911.93	\$40,169.56
Level 16	\$49,037.52	\$50,165.59	\$51,318.38	\$54,397.65	\$55,649.34	\$56,928.85	\$58,352.59	\$60,102.90	\$61,305.14	\$62,531.08	\$40,571.34
Level 17	\$49,527.90	\$50,666.27	\$51,832.45	\$54,941.60	\$56,205.65	\$57,498.55	\$58,935.68	\$60,703.50	\$61,918.11	\$63,156.41	\$40,977.24
Level 18	\$50,022.39	\$51,173.12	\$52,350.64	\$55,491.72	\$56,768.14	\$58,073.40	\$59,524.96	\$61,311.32	\$62,537.26	\$63,787.92	\$41,387.25
Level 19	\$50,523.07	\$51,685.13	\$52,873.98	\$56,045.97	\$57,335.78	\$58,654.44	\$60,120.41	\$61,924.29	\$63,162.59	\$64,425.62	\$41,801.40
Level 20	\$51,027.87	\$52,202.29	\$53,402.48	\$56,606.40	\$57,908.57	\$59,240.62	\$60,722.05	\$62,543.44	\$63,794.10	\$65,070.52	\$42,218.63
Level 21		\$52,723.58	\$53,937.15	\$57,173.01	\$58,487.54	\$59,832.99	\$61,328.84	\$63,168.77	\$64,431.80	\$65,720.58	\$42,641.01
Level 22		\$53,251.04	\$54,475.95	\$57,744.77	\$59,072.70	\$60,431.53	\$61,941.81	\$63,800.29	\$65,076.70	\$66,377.85	\$43,067.51
Level 23			\$55,020.92	\$58,321.68	\$59,663.00	\$61,035.23	\$62,561.99	\$64,437.98	\$65,726.76	\$67,041.30	\$43,498.13
Level 24			\$55,571.05	\$58,904.78	\$60,260.52	\$61,646.14	\$63,187.32	\$65,082.89	\$66,384.03	\$67,711.96	\$43,932.88
Level 25				\$59,494.05	\$60,863.12	\$62,262.20	\$63,818.83	\$65,733.97	\$67,048.51	\$68,388.80	\$44,372.77
Level 26				\$60,089.51	\$61,471.75	\$62,885.47	\$64,457.55	\$66,391.24	\$67,719.17	\$69,072.85	\$44,816.79
Level 27				\$60,690.11	\$62,086.47	\$63,513.89	\$65,101.43	\$67,054.89	\$68,396.01	\$69,764.11	\$45,264.93
Level 28				\$61,296.90	\$62,707.33	\$64,149.52	\$65,752.52	\$67,725.35	\$69,080.06	\$70,461.56	\$45,717.19
Level 29				\$61,909.87	\$63,334.40	\$64,790.31	\$66,410.81	\$68,403.22	\$69,770.30	\$71,166.22	\$46,174.59
Level 30				\$62,529.02	\$63,967.74	\$65,438.30	\$67,074.26	\$69,086.24	\$70,468.77	\$71,878.08	\$46,636.12
Level 31				\$63,154.35	\$64,607.42	\$66,092.48	\$67,774.92	\$69,777.51	\$71,173.43	\$72,596.13	\$47,102.80
Level 32				\$63,785.86	\$65,253.49	\$66,753.87	\$68,422.79	\$70,474.95	\$71,885.30	\$73,332.42	\$47,573.61

A Joint Committee of NEA-KCK designated representatives and Board representatives will be formed to review the salary schedule as well as the salary schedules of other school districts and make a report concerning the same to the Bargaining Teams on or before December 1, 2018.

14. Short-Term Assignments

Compensation rate for teachers given short-term assignments as governed by Article IV, Section B Paragraph 2-d shall be \$20.72 per hour for supervision of a complete class group and \$11.81 per hour for less than 65% of a class.

15. Summer School

Teachers teaching summer school shall be paid \$20.72 per hour.

16. National Certification

Teachers who obtain National Certification from the National Board for Professional Teaching Standards (NBPTS), National Board for Certified Counselors, National Association of School Psychologists, American Board of Examiners in Clinical Social Work, American Board of Physical Therapy Specialists, Certification Board of Music Therapists, National Board for Certification in Occupational Therapy, American Speech Hearing Association or National Board for Certification of School Nurses shall be paid \$2,000 above the regular schedule. Teachers holding multiple national certifications are only eligible for additional compensation for one national certification.

ARTICLE XII

SUPPLEMENTAL AND EXTRACURRICULAR SALARIES

SUPPLEMENTAL CONTRACTS

Special contracts for services other than those services covered in the principal or primary contract of a teacher as described in KSA 72-5412a, shall be based on the following schedules:

A. Compensation for Extracurricular Duties

Co-curricular activities requiring significant additional time, effort and responsibility are designated herein and amounts of additional compensation shall be in accord with the following schedule.

Annual position review: *At the beginning of each academic year or prior to the beginning of the contracted activity, the building administrator and supplemental sponsor will meet to review the district minimum expectation guidelines.*

1. HIGH SCHOOL SPORTS/ACTIVITIES

Sport	Head Coach	Assistant Coach
Tier 1 Sports		
Football	\$4,813	\$2,966
Basketball	\$4,813	\$2,966
Soccer	\$4,813	\$2,966
Wrestling	\$4,813	\$2,966
Track	\$4,813	\$2,966
Cheerleading	\$4,813	\$2,966
Tier 2 Sports		
Baseball	\$2,643	\$1,876
Softball	\$2,643	\$1,876

Volleyball	\$2,643	\$1,876
Tier 3 Sports		
Swimming	\$1,926	\$1,117
Bowling	\$1,926	\$1,117
Golf	\$1,926	\$1,117
Tennis	\$1,926	\$1,117
Cross Country	\$1,926	\$1,117
Tier 1 Activities		
Marching Band	\$3,466	\$2,337
Debate	\$3,466	\$2,337
Drama	\$3,466	
Forensics	\$3,466	\$2,337
Tier 2 Activities		
Robotics	\$2,828	\$1,129
Yearbook	\$2,828	
Newspaper	\$2,828	
Vocal Music	\$2,828	
Orchestra	\$2,828	
STUCO	\$2,828	
Tier 3 Activities		
Scholars Bowl	\$1,926	
Jazz Band	\$1,926	
Pep Band	\$1,926	
Drill Team	\$1,926	
Special Olympics	\$1,926	\$1,117
Tier 4 Activities		
Intramural Sports	\$1,356	
Pep Club	\$1,356	
Tier 5 Activities		
Class Sponsor	\$800	
National Honor Society	\$800	
Louder than a Bomb	\$800	
Principal's Choice	\$800	
Teachers of Tomorrow	\$800	
SIT Team Representative	\$300 per semester	

College Career Coordinator - \$1,575

IDP Representative - \$578

Vocal Music Instructors who direct a musical play will be paid an additional \$420

Cafeteria Supervision - \$10.57 per session

2. MIDDLE SCHOOL SPORTS/ACTIVITIES

Sport	Head Coach	Assistant Coach
Tier 1 Sports		
Football	\$2,650	\$1,779
Basketball	\$2,650	\$1,779
Track	\$2,650	\$1,779
Cheerleading	\$2,650	
Soccer	\$2,650	\$1,779
Tier 2 Sports		
Volleyball	\$2,037	\$1,344
Wrestling	\$2,037	\$1,344
Tier 3 Sports		

Cross Country	\$1,691	
Tier 1 Activities		
Debate	\$1,862	
Band	\$1,862	
Vocal Music	\$1,862	
Orchestra	\$1,862	
Tier 2 Activities		
STUCO	\$1,432	
Newspaper	\$1,432	
Robotics	\$1,432	
Yearbook	\$1,432	
Drama	\$1,432	
Tier 3 Activities		
Intramurals	\$1,085	
Drill Team	\$1,085	
Pep Club	\$1,085	
Tier 4 Activities		
National Junior Honor Society	\$800	
Principal's Choice	\$800	
Louder than a Bomb	\$800	
SIT Team Representative	\$300 per semester	

Middle school music teachers will be paid only one supplemental salary for vocal music, orchestra or band duties.

IDP Representative - \$578

Cafeteria Supervision - \$10.57 per session

3. ELEMENTARY SCHOOL ACTIVITIES

Student Council	\$512.00
Cafeteria Supervision	\$10.57 per session
Music	\$800
Principal's Choice	\$800
SIT Team Representative	\$300 per semester
IDP Representative	\$578

4. When the service is performed for less than the full season for the activity, amounts shall be prorated accordingly.

B. Longevity Component

1. An employee must perform a duty in the exact same assignment on a consecutive basis, from year to year, to be eligible for the longevity salary. A change in assignment will result in an employee returning to the Extra Curricular Base Salary.
2. Longevity amount = Extracurricular Base Salary times (x) the longevity step percent factor.
3. Longevity Step Percent Factor
 - a. Year 1 0%
 - b. Year 2 0%
 - c. Year 3 2.5%
 - d. Year 4 5%

- e. Year 5 7.5%
- f. Year 6 10% Year
- g. Year 7 12.5%
- h. Year 8 15%
- i. Year 9 17.5%
- j. Year 10 & up 20%

- 4. Base Year Implementation - Service on the Extra Curricular Salary Longevity Component will begin with the 1997/98 contract year.

C. Special Duty Personnel for Special Activities

- 1. Duties Outside Regular School Day

Specific duties to be assigned as compensated duty outside the regular school day and not included as part of extra-curricular duty shall be such as are not considered a normal part of the teacher's assignment. Extracurricular assignments, club sponsorships, field trips and other activities which are extensions of regular teaching assignment and similar activities are not included as compensated special duty assignments.

- 2. Teachers May Request Duty

Any teacher regularly assigned to the school may list availability for such assignment with the principal.

- 3. Compensation Determination

Amount of compensation for such assignment shall be determined by established extra pay for extra work salary schedules.

D. Extra Pay for Extra Work Schedules

- 1. Yearly Contract Method

- a. In the middle and high schools, teachers may be contracted for a single year at an hourly rate of \$20.72 to perform extra duty assignments. Teachers will be contracted for a maximum of 110 hours at the high school level and 75 hours at the middle school level. By mutual consent of the principal and the teacher, the maximum number of hours of extra duty may be waived. Hours of extra duty will be assigned at the discretion of the principal, such duty to be performed outside the teachers' normal work day or on days when schools are not in session. No extra duty assignment will be allowed during time for which compensation for an extra-curricular assignment is received.

- 2. Hourly Rate of Pay Method

- a. Hourly rates of pay for time worked after a teacher's regular school dismissal time and on days when schools are in session shall be \$20.72.

- 3. Pay for Supplemental Teaching Services

- a. Homebound teaching and other special teaching services assigned and performed outside of the terms of the primary contract and as supplementary services after the close of the regular school day shall be compensated at the rate of \$20.72. Individuals who teach staff development courses approved by the district and for which credit is granted by an accredited college or university shall be paid at the rate of \$605 per credit hour. If more

than one person teaches a class, the \$605 will be divided among the instructors based on a percentage of time worked by each.

- b. Hourly rate for special curriculum planning and preparation services assigned and performed outside of the terms of the primary contract and as supplementary services outside of the regular school day shall be compensated at the rate of \$20.72 per hour.
- c. The hourly rate for teaching night school adult education classes shall be \$20.72 per hour.
- d. The hourly rate for teaching driver education shall be \$20.72 per hour.
- e. Teachers performing district wide instructional training as a part of their regularly assigned duties will be paid a stipend in the amount of \$2,000.
- f. Teacher Leaders (Instructional Coaches) shall be paid the amount designated by the Board of Education in the posted job description.

E. Compensation for Student Teacher Supervision

A payment of not less than \$200 per student teacher shall be made to teachers who supervise student teachers during any one semester. The amount of pay to each cooperating teacher shall be based on the length of time that a student teacher is assigned to the cooperating teacher and the designation of responsibilities as assigned by the Superintendent or his/her designee.

ARTICLE XIII

TEACHER FRINGE BENEFITS

A. Workers' Compensation

1. All Teachers Included

All teachers shall be protected by a workers' compensation insurance policy provided by the Board.
(See related disability leave provisions)

2. Immediate Injury Report Required

Any teacher who is accidentally injured in any way while in the performance of duties for the Board shall immediately report such injury to the school principal or to the immediate supervisor.

3. Injury When on Duty

Absence due to injury incurred while a teacher is on duty in the school or any other place a teacher is required to perform professional duties shall not be charged against the teacher's disability leave days if the teacher is receiving temporary total or temporary partial worker's compensation benefits.

Upon written request, such teacher shall continue to receive salary payment less worker's compensation temporary total disability payment over the length of his/her disability to work or until the end of the contractual period whichever is shorter with his/her disability leave being charged at not less than 0.5 day increments. Permanent partial payments, either body as a whole or scheduled, shall not be deducted from salary if the teacher has returned to work following temporary total disability.

The Board shall pay salary less worker's compensation total disability payment for the length of a disability or until the end of the contractual period whichever is shorter to a teacher who is injured

while physically restraining a student or who is the victim of an assault while on duty and is injured thereby.

B. Tax Deferred Annuities

All teachers employed by the Board, for a minimum of twenty (20) hours per week shall be eligible to request specified reduction in salary and the purchase of non-forfeitable annuities (tax sheltered annuities) by the Board. The Board shall make such purchases as provided for in Section 403 (b) of the Internal Revenue Code of 1954, as amended and in section 457 (b) tax deferred retirement program.

1. Participating Companies Approved by Board

All companies participating in a tax sheltered annuity program and specific agreements made must be approved by the Board.

- a. No new participating company will be approved by the Board unless the request for such approval is accompanied by thirty (30) bona fide applications for the company seeking such approval.
- b. All applicants requesting participation in a tax sheltered annuity program must agree to participate in said program for a minimum of twelve (12) months unless contract for employment is terminated.
- c. If the district found the need to reduce the number of companies [403b] participating; the Association shall be given advance notice in order to have input.

2. Two Application Periods Per Year

Applications for participation in a tax sheltered program will be accepted twice during each twelve (12) month period: October 1 for payroll deduction effective November 1 and March 1 for payroll deduction effective April 1.

3. Continuation of Pre-Employment Agreement

Whenever an individual teacher is employed and has a prior contract agreement for purchase of a tax sheltered annuity, said agreement may be continued by proper amendment of contract agreements with the Board. This agreement shall not be construed as authorizing the initiating of new contracts with companies not specifically authorized by the Board.

C. Section 125 - Cafeteria Plan

The Board shall establish a flexible benefit plan intended to qualify as a "Cafeteria Plan" within the meaning of Section 125 (d) of the Internal Revenue Code of 1954, as amended to provide teachers with a choice of receiving certain taxable and tax-free benefits provided by the Board.

1. Allocation for Medical Insurance

The Board of Education shall purchase for all teachers a single medical insurance policy from a carrier selected by the Board, or pay an equal amount toward the purchase of an optional medical insurance policy offered by the same carrier.

2. Continued Monthly Allocations After Disability Leave Benefits Exhausted

For any teacher who is not receiving salary compensation due to absence from duty because of personal sickness or injury of the teacher and exhaustion of all disability leave benefits, the Board shall continue the payments specified in 1 above for six (6) months from the month in which disability leave benefits are exhausted. No payment shall be made after separation of such teacher's employment with the district.

3. Voluntary Salary Reduction Contribution

A teacher shall be entitled once annually on forms provided by the Board to elect to have a portion of the teacher's salary used to purchase a benefit or benefits under the plan. Such reduction shall be applied to the teacher's salary before federal and state income tax is deducted.

4. Plan Benefits

Optional benefits to be offered shall include at least the following:

- (a) Medical and Dental Insurance
- (b) Group Term Life Insurance
- (c) Salary Protection Insurance
- (d) Other Appropriate Miscellaneous Coverage's

Selection of any option(s) by a teacher will be permitted upon original employment and thereafter prior to the beginning of such succeeding contract year. A teacher shall be permitted to change options once during the contract year to the extent allowed by law.

5. Husband/Wife Combination Option

If both husband and wife are teachers or covered employees in the district, they may jointly elect to have all of the combined total of the Board's monthly payment under Article XIV, Section C, Paragraph 1, applied toward the purchase of additional medical insurance offered by the insurance carrier.

6. Association Right to Designate

NEA-KCK shall have the right to designate the teacher representatives to serve on the advisory committee established by Board policy.

D. Legal Protection of Teachers

1. Reimbursement for Certain Losses

The Board will reimburse teachers for any damage or destruction of clothing or personal property of the teacher occurring as a result of assault upon a teacher while on duty in the school or any other place a teacher is required to perform professional duties, not to exceed \$250. Losses insured by the teacher will not be reimbursed.

A Joint Committee of NEA-KCK designated representatives and Board representatives will be formed to study the incidence and costs for treatment of lice occurring upon a teacher while on duty and make recommendations to the Bargaining Teams on or before February 1, 2019.

E. Payroll Deductions

Upon written authorization from the individual teacher on the approved form, and consistent with Board resolution, payroll deductions shall be made for the following purposes:

- 1. Charitable Organizations that qualify under Internal Revenue Service regulations
- 2. Financial institutions for purposes of direct deposit
- 3. Voluntary Salary Reduction contribution to cover benefits under Article XIV, Section C, Paragraph 4.

F. Protection of Rights

1. Protection of Rights in Reassignment and Transfer

No teacher who is transferred or reassigned shall by reason thereof be deprived of rights based on length of service, leave provisions, or placement on the salary schedule.

2. Transfers Occasioned by ESEA Considerations, Enrollment Adjustments or State and Federal Requirements

Teachers **to be** transferred due to enrollment adjustments, or pursuant to state or federal requirements, or due to Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.) as amended or enrollment adjustments shall **be notified of the transfer** within three working days of the determination to transfer. NEA-KCK shall also receive notice of such transfers within three working days of the determination to transfer.

3. After teacher receives notice of transfer, the teacher will have 3 days to accomplish the move, with one of those days being a moving day.

G. Chemical Dependency

Chemical dependency is recognized as a treatable health problem. A teacher who is so diagnosed by a physician shall receive the same consideration and opportunity for treatment that is extended to teachers with other types of health problems. The Board's responsibility for chemical dependency is limited to its effect on the teacher's job performance. For purposes of this provision, chemical dependency is defined as a health problem in which a teacher's use of mood-altering chemicals repeatedly interferes with job performance and adversely affects health. A teacher with chemical dependency will not have job security or promotional opportunity affected either by the diagnosis itself or by the teacher's request for treatment.

If the teacher refuses to accept diagnosis and treatment by an attending physician, or fails to cooperate with treatment and the result of such refusal or failure is such that job performance continues to be affected, the teacher's status as an employee will be handled in the same way that similar refusal or treatment failure would be handled for any other health problem. Implementation of this provision will not require or result in any special regulations, privileges, or exemptions from the standard administrative practice applicable to job performance requirements. The confidential nature of the medical records of a teacher with chemical dependency shall be preserved.

ARTICLE XIV

ABSENCES and LEAVES

Qualified teachers are eligible for all leave available under applicable law and Board Policies GARH, GARID, GAOE, GARI, GARIF and GAHB. NEA-KCK will be provided with written notice of any proposed changes to these policies in advance of their presentation to the Board. A copy of current Board Policies GARH, GARID, GAOE, GARI, GARIF and GAHB. Any changes to these Board policies made after the ratification of this Agreement will not apply to teachers until after ratification by NEA-KCK and approval by the Board of the next negotiated agreement. In addition, qualified teachers are eligible for the following additional leave:

A. Health Leave

A teacher who is unable to teach because of personal illness or physical disability or the illness or physical disability of the teacher's dependent child or parent (as defined in Board Policy GARH) and who has exhausted all disability leave available shall be granted upon request a leave of absence without pay for the duration of

such illness or disability, provided, however, any such leave shall not extend beyond the current school year. This leave, at the Board's option, may be renewed for the subsequent school year upon written request of the teacher. The teacher may return to active employment during the year in which he/she becomes sick or disabled as soon as a physician certifies the teacher is capable of performing all tasks required under his/her contract.

B. Long-Term Professional Leave

1. Non-Academic

A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities.

a. Salary Advancement

Upon return from such leave and upon furnishing satisfactory evidence of successful completion of the work for which the leave was granted, advancement in level on the salary schedule for such leave time shall be granted.

2. Academic

A long-term professional leave of absence up to two (2) years for approved college or university study may be granted except that salary schedule advancement based on academic study shall be in advancement to appropriate scheduled classes earned and shall not be reflected in level movement.

C. Leave for Care of New Child

1. Short-term Leave

A teacher who is not otherwise eligible for leave under Board policy may be granted a leave of absence for a consecutive period of up to eight (8) weeks for the purpose of short-term leave for the birth and care of the teacher's child or placement and care of a child through adoption or foster care. If the teacher does not have sufficient accrued unused disability leave to cover the entire period of time requested, the remaining days will be unpaid. Length of leave will be determined by the physician. A teacher's last day of duty will be a time mutually agreed upon by the teacher and the Board. In order to qualify for this leave, the teacher must:

- a. Submit an applications within three months following the beginning of pregnancy; and
- b. A physician's statement.

2. Extended Leave for the Birth of a Child

Teachers having three or more years of service in the district whose performance of duty is interrupted by reason of pregnancy may apply for and on application shall be extended the benefits of an extended leave for the birth of a child provided that the applicant has not been notified in writing prior to application that her work is unsatisfactory. The following provisions must be met:

- a. Application Within Three Months
Application for leave shall be made within three (3) months following beginning of pregnancy and shall be accompanied by a physician's statement indicating anticipated date of confinement.
- b. Mutual Agreement on Duty Termination
Actual performance of duties will terminate at a time mutually agreed upon by the teacher and the Board.

- c. **Physician's Statement of Physical Condition**
A physician's statement indicating that the teacher is physically able to resume full teaching duties shall be presented prior to reinstatement.
- d. **Terms of Reinstatement to Active Duty**
In accord with the provisions contained herein, reinstatement of a teacher on leave shall be made at the earliest date practicable but only when a suitable opening is available. A teacher returning from extended leave shall have an opportunity to discuss and express the teacher's preference for reassignment with the Superintendent or his/her designated representative if the teacher so requests. Rejection of the assignment when offered shall void the leave protection and shall automatically be treated as a voluntary resignation.
 - (1) Teachers on leave who desire reinstatement at the beginning of the next school year shall notify the Superintendent of their availability for assignment. Teachers shall give notice prior to May 10 if they expect to return to full time employment at the beginning of the school year next following. Upon approval of the Superintendent, the leave may be extended one school year beyond the year in which confinement occurs.
 - (2) Notification of availability for assignment shall be given within (9) months following confinement. Failure to provide such notification shall constitute an act of resignation.
 - (3) Nothing herein shall be interpreted to assure a teacher of a position or building assignment identical to that previously held except that it shall be in a position for which the individual has fulfilled the requirements for certification.
- e. **Employment Rights and Benefits Retained**
Teachers requesting and being granted extended leave shall retain employment rights and benefits relating to non-probationary status, position on the salary schedule, accumulated disability leave and coverage under the retirement system of the district.
- f. **No Payment of Salary During Extended Leave**
No payment of salary under terms of the disability leave policy shall be made to any teacher for disability during the period of time for which extended leave is granted.

D. Authorized Absence

A teacher may be granted five (5) days of authorized absence for personal reasons without pay during any school year for activities which cannot reasonably be performed outside of regular duty hours or on a non-school day.

1. **Limitation**

Such authorization shall not be granted on any day preceding or following a holiday, holiday weekend, or any vacation period including the opening and closing days of the school year.

2. **Application Required**

Application for authorized absence shall be made in writing at least two (2) days in advance of the absence and stating the reasons which necessitate the leave.

3. **Extension**

Extension of authorized absence beyond five (5) days may be granted without pay when such extension is considered by the Superintendent as in the best interest of the school district.

4. **Non-Accumulative** Authorized absence days shall be non-accumulative.

E. Sabbatical Leave

1. Purpose

A sabbatical leave may be granted to a full-time teacher to provide opportunity to engage in professional experiences having a major force on self-improvement and which also will have positive consequences for the teacher's students and/or co-workers.

2. Qualifications

The applicant must have been employed in the district for at least five (5) consecutive years beyond the applicant's statutory probationary period. Absences from service for a period more than one (1) year under a leave of absence with or without pay shall be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave from the district during the seven (7) consecutive years of service immediately preceding the current application.

3. Application

Applications shall be filed with the Superintendent by March 1 for leave for the next school year. Applicants requesting sabbatical leave shall be notified by April 1 as to the status of their application. Applicants shall include an outlined plan for the year requested. The plan shall include: The activity or activities to be undertaken during the leave; The benefit of the leave for the teacher; The benefits to be realized by students and/or other staff as a result of the leave. The plan shall be indicated on the application form or as an attached statement.

4. Compensation

A sabbatical leave shall be compensated at 50% of full contracted salary and 100% of benefits provided a full time teacher for the year of the leave. Upon return from sabbatical leave the teacher shall be placed at the position on the salary schedule he/she would have attained had he/she taught in the district during such period.

4. Status Upon Return from Sabbatical Leave

Upon completion of sabbatical leave, the teacher shall be reassigned in a position which is comparable to the one held when assuming sabbatical leave status, exclusive of supplemental assignments. The teacher shall retain all accumulated disability leave days but no such days shall accumulate during the period of the sabbatical leave.

6. Selection

Selection of teachers for sabbatical leave shall be made by the Superintendent or his/her designated representative(s). The following factors shall be considered when making the selection:

1. Merit of the applicant's proposed program;
2. Applicant's length of service in the district;
3. Applicant's quality of service as determined by evaluators' and administrators' recommendation;
4. Distribution from the areas of elementary, middle, high schools, special education, and AVTS;
5. Availability of qualified replacements.

Annually, no more than three (3) eligible teachers shall be granted sabbatical leave for the following school year.

7. Required Service Agreement

As a condition for the granting of sabbatical leave, the teacher shall sign an agreement to return to the district for at least two (2) years of service immediately following the sabbatical leave. Upon failure by the teacher to perform the required service, he/she shall repay the district the amount paid to the teacher by the district during the sabbatical leave. Such payment shall be due within ten (10) days of the teacher's failure to commence or continue his/her assigned duties.

The teacher shall not deviate from the approved program before its completion without written permission of the Superintendent. Failure to receive written permission shall result in the district immediately stopping all payments to the teacher.

F. Political Office Leave

1. Any teacher shall have the right to become a candidate for public office and to serve in such elective office unless there is a legal prohibition. An unpaid leave of absence not to exceed (two) 2 years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Such leave may be extended by mutual agreement of the teacher and the Board.
2. No teacher shall, during the hours for which pay is received, use such time for the solicitation, promotion, election, or defeat of any candidate for public office.
3. No teacher shall use the classrooms, schools, or students for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.
4. No teacher shall use school equipment or supplies for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.
5. Reinstatement of a teacher on political leave shall be made when a suitable opening is available. Nothing herein be interpreted to assure a teacher of a position or building assignment identical to that previously held except that it shall be in a position for which the teacher has fulfilled the requirements for certification.

G. Disability Leave Bank

USD 500 shall establish a disability leave bank for teachers who choose to participate. The day-to-day administration of the bank shall be the responsibility of the District. This bank shall be governed by the following regulations:

1. Participation shall be voluntary. Those who choose to participate shall contribute one (1) day of their accumulated temporary disability leave to the bank at the beginning of their period of participation.
2. Eligibility. An employee who meets the eligibility requirements and who suffers a serious health condition shall be entitled to annual use of the disability leave bank consistent with the following table:

1st year in district no more than 30 Calendar Days
2nd year in district no more than 60 Calendar Days
3rd year in district no more than 90 Calendar Days
4 or more years in district no more than 180 Calendar Days
These years of employment must be consecutive.
3. Only participating teachers are eligible to draw from the bank. The periods for which participating teachers are eligible to use days from the bank shall begin on the fourth (4) consecutive contract day of an absence for which the teacher had no accumulated temporary disability leave days. Eligibility shall continue until (1) the teacher is able to return to duty or (2) until the date which reflects the maximum number of benefit days after the date of the commencement of the disability for which use of the disability leave bank is, sought whichever occurs first. However, in no event shall a person, within a twelve-month period be eligible for use of the disability leave bank in an amount which exceeds the limitations set forth in the table of section 2, above.

4. In no case shall additional days be granted that would extend beyond the teacher's current contract year.
5. Should the total number of days in the leave bank drop below 250, all participants who have a personal accumulation of one (1) or more temporary leave days shall contribute one (1) additional leave day to the bank.
6. Teachers may enroll in the temporary disability leave bank at the beginning of each contract year but must submit the appropriate form by October 1. Any teacher on duty from the beginning of the contract year desiring to enroll after October 1 must wait until the following year. Teachers hired after the beginning of the contract year who desire to enroll must do so within thirty (30) calendar days after their first day at work or by October 1 of the current contract year, whichever is later.
7. Once enrolled, participation remains in effect until the teacher notifies the District that the teacher desires to withdraw from participation in the bank. The period during which withdrawal is allowed coincides with the enrollment period. Any request for withdrawal from participation which is submitted during the enrollment period takes effect immediately. Any request for withdrawal from participation which is not submitted during the enrollment period takes effect at the beginning of the next enrollment period. No days previously contributed may be restored to the teacher's personal accumulation.
8. Leave days from the bank may be used only due to a serious health condition on the part of the participating employee. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in the hospital, hospice, or residential care facility or which requires continuing treatment by a health care provider. No such days may be used due to the disability of any other person.
9. Teachers whose contracts are terminated or non-renewed in accordance with Kansas law shall not be allowed to use temporary disability leave bank days to otherwise extend their employment.
10. Teachers shall not be allowed to withdraw days from the disability leave bank for any days for which workers' compensation benefits are received.
11. Use of the Disability Leave Bank for a period in excess of two consecutive years is prohibited.

ARTICLE XV

EARLY SEPARATION PROGRAM

A. Definitions

1. Year of Experience

A year of experience is a contracted year of full-time duty for at least 160 days of the regular contract year. Previous contracted administrator experience shall be counted as teaching experience. Previous experience listed as part-time shall be evaluated on the basis that two years of part-time equal one year of full-time experience.

2. Total Annual Salary

For teachers holding only a Teacher's Primary Contract, the total annual salary shall be the figure shown as annual salary on the primary contract. If the teacher holds only a part-time contract, the total annual salary shall be the average of the teacher's salary for the last three years. If the teacher also holds an extended contract, the total annual salary shall be the amount shown as "Total Primary and

Extended Contract" on the extended contract. Pay for extra-curricular duties is expressly excluded from the total annual salary.

B. Eligibility

To participate in the Early Separation Program, the teacher must meet all of the following eligibility criteria:

- a. The teacher must have been under contract to the Kansas City, Kansas Public Schools (USD 500) on or before August 1, 1996.
- b. On the year that separation is to begin, the teacher must be at least fifty-five by July 1, and no more than sixty-one years old.
- c. The teacher must have completed twenty-five years of contracted teaching experience, with at least seventeen years in USD 500.
- d. The teacher must submit to the Human Resources Office a completed Early Separation Application on or before April 30 of the year in which separation is to begin.
- e. Normally, a teacher will not be allowed to begin early separation prior to the end of the contract year. Any exceptions must be approved by the Superintendent or his/her designee.

C. Benefits

1. Teachers approved for the early separation benefits will be paid not more than eighty-four monthly payments with payments beginning on July 1 of the year separation begins and ending on the first day of the month in which the teacher dies or becomes sixty-two years old, whichever occurs first.
2. The monthly benefit shall be one twelfth of the product of the teacher's experience factor and the teacher's final total annual salary. The experience factor is based on the teacher's years of experience both in and out of the district.
3. The teacher electing early separation, if otherwise eligible, has the right to remain a member of the Board's health insurance program of his or her choice until age sixty-five at the teacher's expense.
4. The early separation benefits specified in this plan are independent of any other retirement for which the teacher may be eligible from sources other than the school district.

D. Restrictions

1. A teacher who applies for and receives pay from the Early Separation Program forfeits the right to return to full time employment in any capacity in USD 500. It is permissible for the teacher to be hired as a substitute in the district.

E. Procedure for Determining Early Separation Benefit

1. Determine the number of years of experience in USD 500. Locate the horizontal row headed by that number. If it is less than seventeen, it does not qualify. If it is greater than thirty-five, use the "35" row.
2. Determine the number of years of experience in districts other than USD 500. Credit will be given for no more than eight years outside the district. The maximum total credit shall be thirty-five years.
3. The intersection of the "USD 500" row with the "other" column is the experience factor.
4. Multiply the experience factor times the total annual salary. Divide the product by twelve to find the month benefit.

(See Experience Factor Table)

EXPERIENCE FACTOR TABLE

Experience in other districts

E		0	1	2	3	4	5	6	7	8
X	17									0.195
P	18								0.204	0.205
E	19							0.213	0.214	0.215
R	20						0.222	0.223	0.224	0.225
I	21					0.231	0.232	0.233	0.234	0.235
E	22				0.240	0.241	0.242	0.243	0.244	0.245
N	23			0.249	0.250	0.251	0.252	0.253	0.254	0.255
C	24		0.258	0.259	0.260	0.261	0.262	0.263	0.264	0.265
E	25	0.267	0.268	0.269	0.270	0.271	0.272	0.273	0.274	0.275
	26	0.277	0.278	0.279	0.280	0.281	0.282	0.283	0.284	0.285
I	27	0.287	0.288	0.289	0.290	0.291	0.292	0.293	0.294	0.295
N	28	0.297	0.298	0.299	0.300	0.301	0.302	0.303	0.304	
	29	0.307	0.308	0.309	0.310	0.311	0.312	0.313		
U	30	0.317	0.318	0.319	0.320	0.321	0.322			
S	31	0.327	0.328	0.329	0.330	0.332				
D	32	0.337	0.338	0.339	0.340					
	33	0.347	0.348	0.349						
5	34	0.357	0.358							
0	35	0.367								
0										

ARTICLE XVI

CONTRACT FLEXIBILITY PLAN

A. Contract Flexibility Plan

The following Contract Flexibility Plan has been approved through formal negotiations between the Board of Education and the Kansas City, Kansas National Education Association to allow individual schools the flexibility needed to meet identified goals of the schools. Through the plan, schools will be able to consider adjustments in limited areas of the Negotiated Agreement.

Areas of the Negotiated Agreement which may be considered for contract flexibility will be limited to the following sections: Article IV - Duties and Responsibilities

B. Procedures

1. Step 1

A plan including a need for contract flexibility is presenting in writing to the principal by a committee, group, or individual for his/her recommendation.

2. Step 2

Formal written notification of a proposed waiver of the contract shall be presented to the Association at the same time the plan is submitted to the Superintendent or his/her designated representative. If the plan is approved by the Superintendent or his/her designated representative(s), the contract flexibility proposal is presented to the members of the bargaining unit assigned to the building for their information and input. Final approval and implementation of the plan shall be subject to acceptance by the Review Committee as established in these procedures.

3. Step 3

A vote by secret ballot on the proposed contract waiver shall be held with all members of the bargaining unit assigned full or part-time to the building. The vote shall be conducted by the Association building representative or other individual(s) selected by the Association.

4. Step 4

If the vote is 100% of those casting ballots for approval of the contract waiver proposal, the proposals forwarded to the Review Committee made up of, two teachers to be named by the Association and two administrators. The Review Committee reviews the contract waiver proposal and determines to approve or disapprove it. If the Committee approves the proposal, it shall go into effect at the time stipulated in the proposal. If the Committee denies the proposal, it shall be returned to the school with a written explanation providing the specific reason(s) for the denial. The school sponsors of the proposal may begin the process over in an attempt to alter the proposal in order to gain approval.

5. Step 5

If the vote is less than 100% but at least 85% of those casting ballots, the proposal may be reviewed in the school in an attempt to reach a 100% vote or it may be forwarded to the Review Committee. In considering the proposal, the Committee shall seek out the minority view. If the Committee approves the proposal, it shall go into effect at the time stipulated in the proposal. If the Committee denies the proposal, it shall be returned to the school with a written explanation providing the specific reason(s) for the denial. The school sponsors of the proposal may begin the process over in an attempt to alter the proposal in order to gain approval.

6. Step 6

If the vote is less than 85% of those casting ballots, the sponsors of the proposal shall decide whether to drop the proposal or attempt to reach a compromise which will gain a vote of at least 85% approval.

C. Revocation of Waiver

Any approved waiver shall remain in effect for the time period stipulated in the waiver or absent such time period until the waiver is revoked by the following procedure:

1. A petition to revoke the waiver shall be subject to a vote of all members of the bargaining unit assigned full or part-time to the school providing the petition has been signed by at least 50% of the assigned staff.
2. A vote on the revocation of the waiver shall be conducted as stipulated in section B.3 of this Article.
3. The waiver shall be revoked if more than 33% of those casting ballots vote to do so.
4. If the waiver is revoked, the waived provision in the contract shall be reinstated at the beginning of the next contract year.

D. Miscellaneous Provisions

1. The review Committee must receive the proposal at least one grading period in advance of the desired implementation date.
2. The Review Committee must respond within three weeks of receipt of the proposal.
3. The Review Committee should make a final determination by May 1 for proposals which affect the first reading period of the next school year.
4. The approval of a waiver shall be binding on all affected by the proposal.
5. A teacher who wishes to transfer from a school which will have a waiver in the Negotiated Agreement during the next school year will be given consideration if vacancies exist in his/her teaching area.
6. Approval of a contract waiver proposal by the Review Committee shall require the approval of at least three of the four members.

E. Appeal Procedures

1. If a teacher(s) feels that the agreed waiver of the Negotiated Contract is not being implemented as approved, he/she may submit his/her concern in writing to the Review Committee stipulating the exact provision of the proposal being violated. Any appeal must be filed within five (5) days after the alleged violation occurs.
2. Upon receipt of the written appeal from the teacher(s), the Review Committee shall hold an appeal hearing within ten (10) days to allow all parties to present facts and testimony. Within seven days of the appeal hearing, the Committee shall issue in writing its findings on the appeal. The Committee's findings shall be binding on all parties. Decisions by the Committee shall be unanimous.

3. The Review Committee's scope of review shall only be the waiver of the Negotiated Agreement. An appeal may not be filed on the merits of the waiver of the Negotiated Contract once it has been approved by the Review Committee.
4. An appeal must be submitted on a form prepared by the Review Committee. Forms will be available in the District's Human Resources Office and in the offices of NEA-KCK.
5. The term "days" in this provision shall be understood to mean days when teachers are on duty.

ARTICLE XVII

TESTING AND SUBSTANCE ABUSE

A. Drug Testing and Substance Abuse

1. Statement of Purpose

The use of illegal drugs, on or off duty, by USD 500 teachers who perform safety sensitive functions is inconsistent both with the duty of all citizens to abide by the law and with the duty of care expected of teachers who drive USD 500 vehicles.

While a function of schools in a democratic society is to foster adherence to constitutional rights, USD 500 believes that its adherence to the constitutional rights of employees performing safety sensitive functions must be measured against its interest in regulating certain conduct of employees performing said functions to ensure the safety of the traveling public, other employees and students. Toward this end, USD No. 500 has engaged in careful analysis and has determined that its interest presents special needs beyond normal law enforcement which justify adopting a physical examination procedure designed to identify improper drug and alcohol use. The procedure selected and which is hereby implemented includes testing blood, breath, and urine as well as utilizing other diagnostic tests designed to detect alcohol and/or drugs (or drug metabolites).

The inherent difficulty in detecting drug abuse, coupled with the safety concerns such use poses to the public and our students when such abuse is committed by employees performing safety sensitive functions, mandates the implementation of a detection procedure designed to identify improper drug and alcohol use. This procedure should include, among other things, breath, blood and urinalysis testing. Furthermore, any such procedure should be targeted toward those individuals performing "safety sensitive functions" as defined below. Our goal, therefore, and the purpose of this policy is to establish and maintain a safe workplace and a healthy and efficient workforce free from the effects of drug and alcohol abuse.

The examination and detection procedures described herein are not intended to be punitive in nature. Reports of physical examination which disclose improper drug and alcohol use will not be voluntarily submitted for use in criminal prosecutions.

2. Definitions

- a. Accident means an occurrence associated with the operation of a USD 500 vehicle, whether or not such vehicle is situated on the premises of USD 500.
- b. Applicant means any teacher tentatively selected for employment with USD 500 whose position requires the teacher to operate a USD 500 vehicle.
- c. Employee Assistance Program (EAP) means the USD 500 based Counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range

of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

- d. Illegal or prohibited drug includes, but is not limited to the following substances specified in Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. & 801 *et seq.* published at 21 CFR & 1308.11 and 21 CFR & 1308.12, and K.S.A. 65-4101 and amendments thereto of the Uniform Controlled Substance act, to wit: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.
- e. Medical Review Officer means the individual responsible for receiving laboratory results generated from USD 500's Drug Free Workplace Program and this policy who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.
- f. Pass a drug test means that a medical review officer has determined that the results of a drug test administered under this policy:
 - i. Showed no evidence or insufficient evidence of a prohibited drug or drug metabolite;
 - ii. Showed evidence of a prohibited drug or drug metabolite but there was a legitimate medical explanation or the result;
 - iii. Were scientifically insufficient to warrant further action; or
 - iv. Were suspect because of irregularities in the administration of the test or observation of chain of custody procedures.
- g. Positive test result means a test result which reveals a detectable concentration of an illegal or prohibited drug (or its metabolites) {above 50 nanograms} or a blood-alcohol concentration of a .04% or more (or its equivalent as determined by a diagnostic test such as a breathalyzer) for teachers who are entrusted with the operation of a vehicle on behalf of USD 500.
- h. Safety sensitive function means any duty related to the operation of a USD 500 including:
 - i. Operation of a USD 500 vehicle, whether or not such vehicle is in USD 500 service; or
 - ii. Controlling movement of a USD 500 vehicle.
 - iii. Supervisor means an employee having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove other employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires consistent exercise of independent judgment.

3. Prohibited Activities

Rules applicable to all teachers. Teachers are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances and/or alcohol in the workplace. Violation of this prohibition shall result in appropriate disciplinary action up to and including termination and referral for prosecution.

Teachers are further prohibited from reporting to or remaining on duty while impaired by controlled substances and/or alcohol. Violation of this prohibition shall result in appropriate disciplinary action up to and including termination and referral for prosecution.

Rules applicable to teachers performing safety-sensitive functions. The use, possession, sale or distribution of prohibited drugs or alcohol by teachers performing safety sensitive functions while on USD 500 property or while engaged in or performing USD 500 business is prohibited. To possess means to have either in or on the teacher's person, personal effects, motor vehicle, or areas substantially entrusted to the control of the teacher. Such conduct will further result in immediately discharge. Illegal substances will be confiscated and the appropriate law enforcement agency notified. Note however, that Reports of Physical Examinations will not be voluntarily submitted to law enforcement.

- a. Teachers performing safety sensitive functions are required to refrain from the use of illegal drugs.
- b. Teachers performing safety sensitive functions are required to refrain from any and all alcohol consumption while on duty. The consumption of alcohol while off duty is likewise prohibited where such consumption impairs the ability of the teacher to fully perform the duties to which he/she has been or will be assigned. [”Impaired” means under the influence of a substance such that the teacher’s motor sense (i.e., sight, hearing, balance, or reaction, reflex or judgment) either are or may be presumed to be effected.]
- c. The use of illegal drugs by teachers performing safety sensitive functions, whether on or off duty, is contrary to the efficiency of public service.
- d. The consumption of alcohol by teachers performing safety sensitive functions while on duty and the consumption of alcohol while off duty which impairs the ability of the teacher to fully perform all duties assigned to him/her is also contrary to the efficiency of public service.
- e. Teachers performing safety sensitive functions who use illegal drugs, consume alcohol while on duty, or consume alcohol while off duty where such consumption impairs the ability to fully perform all duties assigned are not suitable for employment USD 500.
- f. Teachers performing safety sensitive functions who take over-the-counter or prescribed medication are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair their ability to do their job. A teacher who fails to so notify his/her supervisor shall be subject to disciplinary action, up to and including discharge. Moreover, teachers who take over-the-counter or prescribed medication contrary to instructions may be subject to disciplinary action, up to and including termination.

4. Procedures of Implementation of Policy

NOTICE: Sixty days prior to the initial implementation of a physical examination or other testing procedure designed to identify improper drug and alcohol use, USD 500 shall notify all teachers performing safety sensitive functions that testing for use of illegal drugs and improper alcohol consumption is to be conducted and that they may seek counseling and rehabilitation.

- a. USD 500 shall also inform such teachers of the procedures for obtaining assistance through the USD 500 Employee Assistance Program. USD 500 shall also inform its teachers of the following:
 - i. The purpose of this policy and the Drug Free Workplace Act;
 - ii. The availability of procedures necessary to obtain counseling and rehabilitation through the EAP;
 - iii. The circumstances under which testing may occur;
 - iv. That the laboratory assessment is a series of tests which are highly accurate and reliable, and that, as an added safeguard, laboratory results are reviewed by the Medical Review Officer;
 - v. That positive test results verified by the Medical Review Officer may only be disclosed to the teacher, the appropriate EAP administrator, the appropriate management officials necessary to process an adverse action against the teacher, or a court of law or administrative tribunal in any adverse Human Resources action;
 - vi. That all medical and rehabilitation records in an EAP will be deemed confidential “patient” records and may not be disclosed without the prior written consent of the patient, an authorizing court order, or otherwise as permitted, or required by State and Federal law.
- b. Before conducting a drug test, USD 500 shall inform all teachers performing safety sensitive functions who are to be tested of the opportunity to submit medical documentation that may support a legitimate use for a specific drug.
- c. Before conducting a drug test, USD 500 shall inform all teachers performing safety sensitive functions of the procedures for timely submission of requests for retention of records and

specimens; procedures for re-testing; and procedures consistent with applicable law, to protect the confidentiality of test results and related medical and rehabilitation records. USD 500 recognizes that procedures for providing urine specimens must allow individual privacy, unless there is reason to believe that a particular individual may alter or substitute the specimen provided. Notice of positive test result shall be given to the tested employee within two business days of the application of the gas chromatography mass spectrometry analysis or as soon thereafter as is practical.

d. Conditions for Testing: The following circumstances and activities detail those instances in which any teachers performing safety sensitive functions will be required to submit to alcohol and/or drug testing:

1. At the time of the pre-employment examination.
2. Where two supervisors concur that probable cause exists to believe that the teacher appears to be acting in an intoxicated or impaired manner; however, if only one supervisor is available, his or her opinion alone is sufficient.

- (A) Probable cause means that, because of the teacher's appearance or conduct, the employer has information which leads him/her to conclude with a reasonable degree of certainty that the teacher is impaired due to drug or alcohol use.
- (B) In evaluating the existence of probable cause, the actions or observations of the teacher must occur while the employee is on duty.
- (C) Where probable cause is found to exist; the teacher must be taken by his/her supervisor or other designated representative immediately to an approved collection site to obtain a urine or blood sample.
- (D) Upon the collection of a probable cause blood or urine examination, the teacher will be transported to his/her home address.
- (E) Immediately following (usually within 24 hours) a probable cause blood or urine examination, the supervisor must complete the probable cause recording form.

3. When a teacher is involved in a vehicle accident involving:

- (A) A pedestrian
- (B) A fixed object;
- (C) Two or more vehicles/equipment belonging to USD 500;
- (D) A USD 500 vehicle striking the rear of another vehicle;
- (E) A head-on collision;
- (F) A USD 500 vehicle striking another vehicle broadside;
- (G) Substantial physical damage to residence, equipment or vehicle (combined physical damage believed to be in excess of \$1,000.00);
- (H) When a teacher is involved in an accident which, in the sole discretion of USD No. 500, it appears carelessness, poor judgment or lack of alert mental faculties may have contributed to the accident.
- (I) When a teacher is in flagrant violation of standard operating or safety procedures of USD 500, federal or state safety regulations.
- (J) As a condition of discipline due to a previous alcohol or drug-related offense.
- (K) At the discretion of USD 500 Management, when a teacher returns from any unauthorized absence from work whereby two or more consecutive days of absence occurred, the teacher may be required to submit to a test.

- e. A decision not to administer a drug test under this section shall be made by an individual who was not involved in the accident. The determination shall be based on the best information available at the time.
- f. Testing applicable to all teachers. Every teacher, including those who do not perform safety-sensitive functions shall be subject to probable cause and post accident testing as described in Article XVIII A 4d(2) and d(3). The purpose of this requirement is to comply with the Drug--Free Workplace Act of 1988, 34 CFR Part 85, Subpart F, which requires grantees to certify that they will maintain a drug-free workplace.

5. Testing of Applicants Seeking Safety Sensitive Positions.

After a conditional offer of employment has been tendered, applicants seeking safety sensitive positions with USD 500 may be given breath, blood, urine, or other diagnostic tests to detect alcohol and/or drugs (or drug metabolites) in their systems. Positive test results for drugs or alcohol will be considered in making the final employment decision. Refusal to submit to the requirements of this drug and alcohol policy will render the applicant ineligible for employment

- a. Every vacancy announcement for positions designated for applicant testing shall state:
“All applicants tentatively selected for this position will be required to submit to testing to screen for illegal or prohibited drug and alcohol use prior to appointment.”
- b. In addition, each applicant will be notified that appointment to the subject position will be contingent upon a negative drug test result. Failure of the vacancy announcement to contain this statement notice will not preclude applicant testing if advance written notice is provided applicants in some other manner.

6. Additional Explanation Regarding Conditions for Testing:

- a. Post Accident Testing:
The urine sample for a post-accident drug test required by this section shall be collected as soon as possible but no later than 24 hours after the accident.
- b. Retests:
A teacher who does not pass a drug test administered under this part may request that the original urine sample be analyzed again. A teacher requesting a retest under this section must submit a written request within 60 days of the teacher’s receipt of the test result. The teacher may specify retesting by the original laboratory site or by a second laboratory site that is certified to perform drug tests by the Department of Health and Human Services. All retesting of this nature shall be at the expense of the teacher.

7. Voluntary Compliance, EAP and Referral

- a. The USD 500 EAP plays an important role in preventing and resolving teacher drug use by: demonstrating USD 500's commitment to eliminating illegal drug use; providing teachers an opportunity, with appropriate assistance, to discontinue their drug use; providing educational materials to supervisors and teachers on drug use issues; assisting supervisors in confronting teachers who have performance and/or conduct problems and making referrals to appropriate treatment and rehabilitative facilities; and follow-up with individuals during the rehabilitation period to track their progress and encourage successful completion of the program. The EAP, however shall not be involved in the collection of urine samples or the initial reporting of test results. Specifically, the EAP shall:

Provide counseling and assistance to teachers who self-refer for treatment or whose drug tests have been verified positive, and monitor the teachers’ progress through treatment and rehabilitation;

Provide needed education and training to teachers on types and effects of drugs, symptoms of drug use and its impact on performance and conduct, relationship of the EAP to drug testing, and related treatment, rehabilitation, and confidentiality issues;

Ensure that confidentiality of test results and related medical treatment and rehabilitation records is maintained in accordance with this policy.

- b. Any teacher found to be using drugs shall be referred to the EAP. The EAP shall be administered separately from the testing program and shall be available to all teachers without regard to a finding of drug use. The EAP shall provide counseling or rehabilitation for all referrals, as well as education and training regarding illegal drug use.
- c. A teacher who voluntarily identifies him/himself as a user of illegal drugs or who volunteers for drug testing, prior to being identified through other means, will be considered a candidate for retention provided that said teacher obtains counseling or rehabilitation through the Employee Assistance Program and thereafter refrains from using illegal drugs and/or from the improper consumption of alcohol. However, the decision to retain the teacher rests solely within the discretion of USD 500.
- d. A teacher performing a safety sensitive function who is shown to have improperly consumed alcohol and/or drugs shall not be allowed to remain on duty in a safety sensitive position prior to the successful completion of rehabilitation through the Employee Assistance Program. However, as part of rehabilitation or counseling, the Superintendent or his/her designee may, in his or her discretion, allow a teacher to return to duty in a safety sensitive position if it is determined that this action would not pose a danger to public health or safety or the safety of students and other employees.

8. Effect of Positive Results; Refusals

- a. Alcohol: Safety-sensitive. A teacher performing a safety sensitive function found to have a blood-alcohol concentration of .04% or more (or its equivalent as determined by a diagnostic tests such as a breathalyzer) while on USD 500 property or while on USD 500 business, shall receive a thirty (30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program. In addition, the teacher shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

Alcohol: Non Safety-sensitive. A teacher tested in accordance with the terms of this agreement performing a non safety-sensitive function found to have a blood-alcohol concentration of .04% or more (or its equivalent as determined by a diagnostic tests such as a breathalyzer) while on USD 500 property or while on USD 500 business, shall receive up to a ten (10) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program. In addition, the teacher shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

- b. Marijuana: Safety-sensitive: A teacher performing a safety sensitive function found to have a detectable concentration of marijuana (or its metabolites) [above 50 nanograms] in his or her system, shall receive a thirty (30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program. In addition, the teacher shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

Marijuana: Non Safety-sensitive: A teacher tested in accordance with the terms of this agreement performing a non safety-sensitive function found to have a detectable concentration of marijuana (or its metabolites) [above 50 nanograms] in his or her system, shall receive a ten (10) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program. In addition, the teacher shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

- c. Drugs other than Marijuana or Alcohol: Safety-sensitive. A teacher performing a safety sensitive function found to have a detectable concentration of any drug other than marijuana or alcohol in his or her system, including, but not limited to, heroin, cocaine, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs), shall receive a thirty (30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistant Program. In addition, the teacher shall be placed on probation for twelve (12) months and be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

Drugs other than Marijuana or Alcohol: Non Safety-sensitive. A teacher tested in accordance with the terms of this agreement performing a non safety-sensitive function found to have a detectable concentration of any drug other than marijuana or alcohol in his or her system, including, but not limited to, heroin, cocaine, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs), shall receive a ten (10) day suspension without pay on the first offense and shall be required to participate in the Employee Assistant Program. In addition, the teacher shall be placed on probation for twelve (12) months and be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

- d. A teacher tested in accordance with the terms of this agreement, who has been previously identified as having improperly consumed alcohol or drugs, who within a two-year period thereafter fails to refrain from using illegal drugs, shall be immediately terminated upon the discovery thereof.
- e. The results of a drug test and information developed by USD 500 in the course of the testing of teachers tested in accordance with the terms of this agreement may be considered in processing adverse Human Resources actions against said teachers and may be used for other administrative purposes. However, preliminary test results may not be used in an administrative proceeding unless they are confirmed by a second analysis of the same sample or unless the teacher confirms the accuracy of the initial test by admitting the use of illegal drugs.
- f. Refusal to obtain counseling or to participate in a rehabilitation program shall be sufficient grounds for immediate termination. Refusal by any teacher to consent to testing permitted in accordance with the terms of this agreement shall provide sufficient grounds for termination.
- g. Any action to discipline a teacher tested in accordance with the terms of this agreement, who is using illegal drugs shall be taken in compliance with otherwise applicable procedures including termination, if appropriate.
- h. The disciplinary steps set forth in other USD 500 policies which provide for progressive discipline do not apply to violations of this policy. The suspension policy also does not apply to violations of this policy. This discipline to be imposed for violations of this drug and alcohol policy shall be governed solely by the provisions set forth herein.

9. Testing Procedures:

- a. The procedure for the collection and submission of urine samples shall be determined by the Medical Review Officer of the certified laboratory and testing facility administering the test, except that such procedure must be in substantial compliance with that set forth in 49 CFR Part 40. Such procedures will be periodically reviewed by USD 500 to ensure accuracy, fairness, and adherence to the principles and mandates set forth herein. Specific attention during such reviews shall be devoted to the integrity of specimen chain-of-custody and teacher privacy.
- b. If an initial screening test indicates positive drug findings, in every case, a confirmatory test, using gas chromatography/mass spectrometry, will be conducted.

10. Confidentiality

Except as provided herein, no test result or other information from an anti- drug program may be released.

- a. The laboratory may disclose laboratory test results only to the Medical Review Officer or the staff of the Medical Review Officer. Any positive result which the Medical Review Officer justifies by acceptable and appropriate medical or scientific documentation to account for the result as other than the intentional ingestion of an illegal drug will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. Test results will be protected under the provisions of state and federal Privacy Acts including, but not limited to 5 U.S.C. 522a, et seq., and may not be released in violation of either Act. The Medical Review Officer may maintain only those records necessary for compliance with this order. Any records of the Medical Review Officer, including drug test results, may be released to any management official for purposes of auditing the activities of the Medical Review Officer, except that the disclosure of the results of any audit may not include personal identifying information on any teacher.
- b. The results of a drug test of a USD 500 teacher may not be disclosed without the prior written consent of such teacher, unless the disclosure would be --

To the Medical Review Officer;

To the EAP Administrator in which the teacher is receiving counseling or treatment or is otherwise participating;

To any supervisory or management official within USD 500 to take adverse Human Resources action against such teacher; or Pursuant to the order of a court of competent jurisdiction or where required by the United States Government or the State of Kansas to defend against any challenge against any adverse Human Resources action.

- c. For purposes of this Section, “management official” includes any management, government, security or Human Resources official whose duties necessitate review of the test results in order to process adverse Human Resources action against the teacher. In addition, test results with all identifying information removed shall also be made available to USD 500 Human Resources, including the Drug Testing Program Coordinator, for data collection and other activities necessary to comply with appropriate federal and state statutes.
- d. Any teacher who is the subject of a drug test shall, upon written request, have access to any records relating to --

Such teachers’ drug test; and

The results of any relevant certification, review, or revocation-of-certification proceedings.

- e. Except as authorized by law, an applicant who is the subject of a drug test, however, shall be entitled to this information.