

# **AGREEMENT**

**between**

**Board of Education Unified School District No. 259 Sedgwick County State of Kansas**

**and**

**United Teachers of Wichita**

**August 1, 2009 through July 31, 2011**

## **WICHITA BOARD OF EDUCATION 2009-2010**

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<b>Larry R. Peters</b>	<b>Randy Mousley</b>

**Wichita Public Schools Unified School District No. 259 201 North Water Street Wichita, Kansas 67202-1292**

**THE WICHITA PUBLIC SCHOOLS DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, HANDICAP/DISABILITY, AGE OR RELIGION. PERSONS HAVING INQUIRIES MAY CONTACT THE ADA AND SECTION 504 COORDINATOR, 201 NORTH WATER STREET, WICHITA, KANSAS 67202, (316) 973-4420.**

**TEACHERS EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**THE UNITED TEACHERS OF WICHITA**  
**AND**  
**THE USD 259 BOARD OF EDUCATION**  
**2008-2009**

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## **PREAMBLE**

This master agreement sets forth herein terms and conditions of professional service for all employees employed by Unified School District 259 who are included in the bargaining unit as defined in the General Article of this agreement and shall remain in full force and effect beginning August 1, 2009, and ending July 31, 2011. Article V, Teacher Compensation, may be reopened for the 2010-2011 school year by either party at any time to negotiate teacher compensation if the amount the District receives from state general fund revenues (i.e., revenues that pass through the general fund) increases or decreases by Ten Million Dollars (\$10,000,000) or more from the amount of such funds the District was calculated to receive as of August 25, 2009. If Section 2, Chapter 139 of the 2009 Session Laws of Kansas is repealed or amended in the 2010 legislative session, the amount of increase or decrease in funds received by the District from the Local Option Budget from such repeal or amendment shall count toward the \$10,000,000 trigger. In addition, Article IX, Section F, may be reopened at any time by either party to negotiate the terms of that section if health fund reserves drop below Eighteen Million Dollars (\$18,000,000) or if the District's health benefits consultant and the company that administers the District health plan both project that health plan costs will increase by eight percent (8%) or more for the 2010-2011 school year.

## **ARTICLE I: DEFINITIONS**

### **Section A: General Definitions**

1. **School District or School System:** Unified School District 259, Sedgwick County, Kansas.
2. **Board:** Board of Education of Unified School District 259, Sedgwick County, Kansas.
3. **Superintendent:** Superintendent of Schools of Unified School District 259, Sedgwick County, Kansas
4. **UTW:** United Teachers of Wichita.
5. **Teacher:** Any employee who is a member of the bargaining unit as defined in the General Article of this agreement.
6. **Classroom Teacher:** A teacher whose major professional responsibility is the instruction of pupils and with whom pupils are based for pupil accounting purposes.
7. **Immediate Supervisor:** The immediate supervisor of a teacher is the building base principal unless otherwise designated by the teacher's job description. In case of a grievance, the immediate supervisor shall be the affected administrator.
8. **School Building Committee:** The committee formed at each school attendance center as set forth in the School Building Committee Article.

9. **Professional Day:** The period set forth in the Professional Day Article.
10. **Base Contract:** The teacher's basic contract for assigned services and for a designated number of contract days, and which contract incorporates the terms of this agreement.
11. **Contract Addendum:** A teacher's contract(s) for assigned services for contract days in an assignment which is an extension of the duties assigned under the teacher's base contract.
12. **Supplemental Contract:** A teacher's contract(s) for assigned and accepted services during hours that are in addition to those paid for in the teacher's base contract or in contract addendum(s).
13. **School in Session or School Day:** Those hours during which students are regularly required to attend classes.
14. **Contract Year:** That fiscal year during which a complete set of contract days are normally worked, usually falling between August 1 and July 31.
15. **School Year:** That period of time when school is in session as set forth in the school calendar adopted by the Board.
16. **Professional Year:** The number of contract days annually for which a teacher is paid and their placement on the school calendar.
17. **Contract Days:** Those days during a professional year on which assignments can be made for which a teacher is paid to work.
18. **Daily Rate:** One, divided by the number of days in the teacher's annual base contract, times his/her base salary.
19. **Nonteaching Professional Days:** Those contract days for assigned services during which school is not in session.
20. **Nonworking Days:** Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.
21. **Administrator:** Any person employed by the Board in an administrative capacity who is fulfilling duties for which an administrator's certificate is required.
22. **Speech Language Pathologist:** A trained professional who evaluates and treats students with communication disabilities. The speech-language pathologist is licensed by the State of Kansas, Department of Health and Environment and holds a certificate from the Kansas State Board of Education.

## **ARTICLE II: GENERAL**

### **Section A: Recognition**

**Paragraph 1:** The Board of Education recognizes the United Teachers of Wichita for the purposes of professional negotiations under K.S.A. 72-5413, et. seq. as the exclusive representative for the teachers unit of the professional employees.

**Paragraph 2:** The bargaining unit shall be defined as those contract employees of the Board of Education in positions which require a certificate/license issued by the state Board of Education or employed in a professional, educational or instructional capacity by the Board of Education, including nurses, social workers and High School Junior Reserve Officer Training Corp Instructors (JROTC), but shall not mean any such person who is an administrative employee or administrative intern.

**Paragraph 3:** The Board and the UTW acknowledge that the agreement herein set forth has been adopted following a good faith effort by both parties to reach agreement between representatives of the UTW and the Board as provided in K.S.A. 72-5413 et seq.

### **Section B: Management Rights**

**Paragraph 1:** The UTW acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities.

### **Section C: Savings Clause**

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

**Paragraph 2:** Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein. The Board shall not amend this agreement, nor make nor execute decisions or policies which violate this agreement.

### **Section D: Nondiscrimination**

**Paragraph 1:** In all hiring and assigning of employees and in all compensation, benefits, and other terms and conditions of employment, the school district shall comply with all applicable federal and state laws with regard to nondiscrimination on account of race, color, religion, sex, age, handicap, national origin or ancestry. Insofar as is reasonably possible, the Superintendent shall strive to maintain an equitable balance in each category of employment with regard to race, age, and sex.

## **Section E: Closure Clause**

**Paragraph 1:** Both the Board and the UTW acknowledge that all mandatory subjects of negotiations which either party proposed to negotiate have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement except by mutual consent.

**Paragraph 2:** This agreement may be amended at any time by mutual consent. However, no amendment to this agreement shall be binding unless executed in writing and ratified by both the Board and the UTW.

## **Section F: Waiver Clause**

**Paragraph 1:** The UTW recognizes that it has the right to negotiate any and all terms and conditions of professional services as set forth in K.S.A. 72-5413(1) and judicial interpretations thereof. Regardless of that right, the UTW hereby waives its right to negotiate any such term or condition which has not been noticed, negotiated, agreed, set forth herein, and ratified by both parties. The UTW expressly agrees that the Board and administration have the exclusive right to control and change such terms and conditions which have not been negotiated by policy, rule, procedure, regulation, or decision during the term of this agreement.

## **Section G: New Bargaining Unit Members**

**Paragraph 1:** Upon reemployment in or transfer to the teachers bargaining unit, teachers will be subject to decisions by the Human Resources Division concerning temporary leave, longevity payments, and other terms and conditions of employment. Such decisions shall be based on relevant provisions of applicable policies, procedures, and employment agreements in addition to the past practices of the district, maintenance of equity among employees, and the intent of the applicable language involved.

## **ARTICLE III: PROFESSIONAL YEAR**

### **Section A: Professional Year for Teachers Paragraph 1: Contract Days**

(a) The base contract days for teachers for each contract year, exclusive of those in supplemental or contract addendums, shall be 190 days, consisting of teaching and non-teaching professional days as determined by the Board; provided, however, teachers shall not be required to report to work on December 22, 2009, and teachers shall also not be required to report to work on December 21, 2009, if the teacher has turned in the teacher's grades or necessary paperwork prior to December 21, 2009. Daily rate of pay for the 2009-2010 school year shall be calculated based on 190 days. The base contract for High School Junior Reserve Officer Training Corp (JROTC) instructors shall be for twelve (12) months a year. High School JROTC instructors shall observe as nonworking

days the days on the calendar as set forth in Appendix A that are identified as holidays and recess days. Additional nonworking days, to a maximum of 20 days, shall be arranged with and approved by the base principal and shall normally be scheduled outside the school year. High School JROTC instructors shall be entitled to such additional nonworking days commencing August 1 the second year of their employment. If a High School JROTC instructor starts work after August 1 of a year, then commencing the upcoming August 1, the instructor shall be entitled to a prorated number of nonworking days based on the time period worked. Those nonworking days not used by August 1 of each year shall be lost as of each August 1. The Superintendent and the UTW President will review all requests submitted to extend the school year prior to April 1 of each year. Their joint recommendation shall be subject to Board approval. All requests must be first supported by 80 percent of the affected staff as determined by a secret ballot election conducted by the UTW. Staff who do not support the extended year concept shall have the right to transfer. Such contract days shall be scheduled on weekdays, Monday through Friday, between the first and last workday of each contract year. In the event that schools are closed for one or two days due to inclement weather, the number of base contract days shall be reduced by such one or two days.

**Paragraph 2: New Teacher Orientation** Prior to the teachers report day, the administration may schedule up to three (3) days for the purpose of orienting newly employed teachers. Such days shall be used for staff development, diversity training and other orientation activities designed by the administration. One of the days will have a general session for all new teachers which will include presentations by the Superintendent or designee, Board President or designee, and the UTW President or designee, along with any other presentations deemed necessary by the district. At least one hour will be given to UTW during the other two days for UTW to present items of mutual interest. UTW shall also be given the opportunity to present items of mutual interest on one day to extended school year teachers that do not participate in the regular new teacher orientation. New teacher orientation for extended year teachers may be shortened to two days by mutual agreement between the Administration and UTW. UTW shall participate with the administration as to preparing and designing the new teacher orientation program. Any teacher who is required to attend shall receive his/her daily rate for attendance on the General Session day and shall receive \$14.00 per hour for attendance on the other two days. Payment shall be paid within thirty (30) days of the second day of orientation unless Labor Day falls within that period, in which case payment shall be made the first working day after Labor Day or thirty (30) calendar days after the second orientation day, whichever comes last. Partial days shall be prorated. Compensation shall be paid in accordance with regular payroll procedures. Teachers shall select a fringe benefit option. The teacher shall have up to three succeeding days (Monday-Friday) to change the selection.

**Paragraph 3: Workshop Inservice Training Day** During each contract year, attendance centers shall be guaranteed at least one day between October 1 and March 15 on any Monday through Friday for the purpose of a workshop or inservice training. The Superintendent shall schedule the time to be taken.

**Paragraph 4:** Each teacher shall have one and one-half uninterrupted days in his/her classroom during the preschool teacher report days. In order to accommodate other building/district inservice requirements, it may be necessary to divide these days into three one-half (1/2) day segments.

**Paragraph 5:** Teachers shall be provided one full day of uninterrupted time at the end of each grading period. Reporting of grades shall not be required earlier than the end of the work day of uninterrupted time at the end of the first quarter and the third quarter. Teachers shall not be required to print their own report cards.

**Paragraph 6:** Special Education teachers who have case manager responsibility for Individual Education Plans (IEP) and who have Special Education students assigned to them in a classroom environment shall be provided one (1) professional day per school year to work on IEPs at their building. The professional day shall be scheduled by agreement between the building principal and teacher and may be taken in half day increments.

## **Section B: School Calendar**

**Paragraph 1:** The school calendar adopted by the Board is set forth herein as Appendix A.

## **ARTICLE IV: PROFESSIONAL DAY**

### **Section A: Elements of the Day, All Teachers**

**Paragraph 1: (a)** The ending time of the school day in each building shall be seven (7) hours and ten (10) minutes after the beginning time. The Superintendent and the UTW President will review all requests submitted to extend the school day prior to April 1 of each year. Their joint recommendation shall be subject to Board approval. All requests must be first supported by 80 percent of the affected staff as determined by a secret ballot election conducted by the UTW. Staff who do not support the extended day concept shall have the right to transfer. Teachers shall be present during those hours when they have an assigned responsibility. Teachers must notify the building principal or designee when they will be out of the building while school is in session.

(b) A building principal, with the approval of the Superintendent, shall have the authority to adjust beginning and ending times of the school day of individual teachers in a manner that does not exceed 7 hours and 10 minutes from the beginning time for the individual teacher, subject to the individual teacher's agreement with such change.

**Paragraph 2:** The teacher work day will be increased by forty (40) minutes one day per week for Professional Learning Communities (PLC) during the 2009-2010 school year. For the 2010-2011 school year, the teacher work day will be increased by forty (40) minutes for seventeen (17) days of the school year for PLC. The days PLC will be held during the 2010-2011 school year will be set by the District. A Professional Learning Community (PLC) is a framework or structure that allows

a school to function as a learning organization in regard to the collaborative application of the district's elements of curriculum, instruction, and assessment. Each building's PLC time shall take place the same day each week throughout the school year as determined by the Administration. PLC shall not meet during the first five (5) school days after school starts nor during the first five (5) non-teaching professional days and school days combined after teachers return from winter recess. In addition, PLC shall not meet during two of the weeks of Parent/Teacher Conferences as determined by the administration.

**Paragraph 3:** Teachers shall attend individual conferences with administrators at reasonable times but in no case later than the teacher's next conference/preparation period.

**Paragraph 4:** Teachers shall attend necessary staff meetings at the direction of the base school principal or district office program administrators. Normally, teachers shall be given at least 48 hour notice of such meetings. Normally, not more than one (1) total building staff meeting shall be held per calendar month and teachers shall not be required to attend longer than 60 minutes per meeting. However, at the principal's discretion, two additional staff meetings may be held during the school year, but no more than one per semester.

**Paragraph 5:** Teachers shall attend pupil and parent conferences when necessary including reasonable requests from a pupil or parent.

**Paragraph 6:** Teachers shall be present in and around the building for a minimum of ten (10) minutes before and after the school day. This time shall be used for the purpose of preparations, conferences, and supervision of pupils as directed by the principal but will not be considered part of a teacher's conference/preparation time.

**Paragraph 7:** Teachers shall make complete and adequate preparation to fulfill their responsibility to pupils.

**Paragraph 8:** Teachers shall accomplish necessary administrative work directly related to their assignments.

**Paragraph 9:** Teachers may be required to collect and transmit money. Teachers shall exercise reasonable care to assure that money collected will not be lost. Reasonable effort will be made to keep money collection by teachers to a minimum and to expedite the collection process. Each teacher who collects monies shall be provided building and district policies concerning the collection of money.

**Paragraph 10:** Teachers shall not be required to transport pupils to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or condition of employment under a supplemental contract. However, a teacher may do so voluntarily with the advance approval of the building principal.

**Paragraph 11:** On nonteaching professional days, teachers shall be present for seven and one-half (7-1/2) hours including the lunch period. An authorized administrator may reduce such time requirement.

**Paragraph 12:** Teachers shall attend up to three (3) evening activities designated as mandatory by the base school principal. Open House will be one of the mandatory evening meetings. The remaining two evening meetings shall be scheduled with prior written notice. Such meetings shall be of useful purpose and teachers shall not be required to attend longer than two (2) hours per meeting. Additional mandatory evening activities may be designated upon a majority affirmative vote conducted by secret ballot of the teachers.

**Paragraph 13:** All teachers shall be guaranteed at least one 40-minute, duty-free lunch period per day.

**Paragraph 14:** Instructional/Curriculum support will be made available to teachers who have students mainstreamed into their classes.

## **Section B: Elements of the Day, Classroom Teachers**

### **Paragraph 1:**

(a) Each full-time classroom teacher and special education teacher shall have a schedule which normally provides at least 220 minutes per five day week for conferences and preparations. Provided, however, teachers in grades 6 through 12 in buildings with block schedules shall have a schedule which normally provides at least 440 minutes per two consecutive five-day weeks for conferences and preparation, but no less than 180 minutes per week.

(b) In grades one through five and full-time kindergartens, this time shall occur in not less than 30 minute periods. In half-day kindergartens and pre-kindergartens, this time shall occur in not less than 20 minute periods.

(c) Neither the 10 minutes before and after the school day nor passing periods may be considered as conference/ preparation time.

**Paragraph 2:** The teacher shall make his/her lesson plans and any other material which the teacher is using available to the principal upon request. Lesson plans shall be based upon standards but are required only in sufficient detail to provide guidance to the teacher.

**Paragraph 3:** When any class assigned to the teacher does not meet for any reason, the teacher may be assigned other professional duties during the classtime.

**Paragraph 4:** When a teacher is absent, the teacher shall have available for the substitute lesson plans in sufficient detail to provide adequate guidance to the substitute, class lists, and seating charts where appropriate. In the event an absence exceeds three (3) days, the teacher shall make the grade book available to the substitute upon request.

## **Section C: Elements of the Day, All Teachers Except Classroom Teachers**

**Paragraph 1:** The base school principal shall determine the teacher's daily time schedule after giving consideration to any schedule which the teacher may have suggested and to the teacher's need for conference/preparation time. Teachers shall also be present during those additional hours required to perform their particular assignments. Teachers who in one day serve multiple buildings with different starting times shall not be required to have a permanent schedule which would exceed the normal workday for non-classroom teachers.

**Paragraph 2:** Teachers shall attend evening activities related to their particular assignments as designated by the base school principal.

**Paragraph 3:** Each full-time elementary music teacher, elementary physical education teacher, elementary library media specialist, and elementary art teacher shall have a schedule which normally provides approximately 220 minutes per five day week for conferences and preparations. This time shall occur in not less than 20 minute periods. Neither the 10 minutes before and after the school day nor passing periods may be considered as conference/preparation time.

**Paragraph 4:** Library media specialists will not be required to supervise study halls while carrying out their regular assignments as library media specialists.

**Paragraph 5:** Except for an emergency situation or implementation of the building emergency plan, teachers for which a personnel shortage requires a portion of those services to be contracted out, shall not be required to serve as a temporary substitute or to supervise students during lunch, recess, passing periods, assemblies, study hall or before or after school.

**Paragraph 6:** The school nurse shall be afforded up to forty (40) minutes per week for the nurse to complete required medical documentation, provided that the time schedule is established in advance with the building principal and will be adjusted if a conflict arises.

## **Section D: Extra Duties**

**Paragraph 1:** While participation in extra activities including inservice and committee activities beyond the professional day may be encouraged by the Board or administration, the same will be voluntary in nature unless required by the responsibilities as set forth in Sections A, B, or C above, or unless required by the Supplemental Salary Section of the Teacher Compensation Article.

**Paragraph 2:** Regular duties assigned in addition to the responsibilities set forth should be compensated and set forth in a Supplemental Salary Schedule, and once compensation is so set, accepted and added to a Supplemental Salary Schedule as set forth in the Teacher Compensation Article, such duties shall be fully performed in a professional manner.

## **Section E: Time Schedules**

**Paragraph 1:** Teachers shall work in accordance with established time schedules. Such schedules shall include the lunch time(s) and, in some buildings, the number of and times for teaching periods.

**Paragraph 2:** Permanent changes in a school's normal time schedule may be proposed by the principal or the School Building Committee. Under normal circumstances, changes should be proposed no later than April 1 for the following school year. Such proposed changes shall be submitted to the School Building Committee which shall be responsible for determining the degree of acceptance by teachers who would be affected. The findings of the committee shall be reported to the principal in a timely manner. The principal shall give consideration to such findings prior to making his/her decision and the School Building Committee shall be notified in writing of that decision. If the School Building Committee does not give written notice of its disagreement with the principal's decision within five (5) contract days, the principal's decision shall be implemented.

**Paragraph 3:** If the School Building Committee notifies the principal within five (5) contract days of its disagreement with his/her decision, the elementary or secondary District Schedule Committee, each composed of three (3) members appointed by the UTW and three (3) members appointed by the Superintendent, shall meet and permit the School Building Committee, the principal, and other interested parties an opportunity to be heard regarding the proposed school changes. The District Schedule Committee shall make a timely recommendation to the Superintendent. The Superintendent shall give consideration to the recommendation of the District Schedule Committee prior to making his/her decision. The Superintendent's decision shall be implemented.

## **Section F: Supervision of Student Teachers**

**Paragraph 1:** Supervision of a student teacher shall be voluntary. Teachers shall normally be notified of a student teacher assigned at least two (2) weeks prior to the student teacher's introduction to the classroom. The school system shall provide the cooperating teacher with whatever materials it deems appropriate. The cooperating teacher shall be responsible for being knowledgeable of the contents of any such materials provided.

## **Section G: Appeal**

**Paragraph 1:** In the event an administrative decision is made concerning the professional day, such decision shall remain in effect pending determination under the grievance procedure.

## **ARTICLE V: TEACHER COMPENSATION**

### **Section A: Definition and Placement**

**Paragraph 1:** Each teacher employed by the Board shall be compensated for the professional services which he/she renders during the professional days for the term of a contract year. This compensation shall be termed salary and the amount of such salary each teacher receives for a contract year shall be determined by his/her placement on the Teachers Salary Schedule (Section B, Paragraph 1, of this Article).

(a) A fractional part of a year's service shall be paid on the basis that the number of contract days worked bears to the total number of contract days in the contract year.

(b) The base contract salary shall be prorated for any teacher who teaches less than full time.

**Paragraph 2:** The final judgment concerning the placement of any teacher on the salary schedule shall be determined by the Human Resources Division. Such judgments are not to be inconsistent with this Section.

### **Paragraph 3: General Provisions**

(a) Each teacher shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience entitle him/her. All salary placements are subject to verification of experience and training and shall be adjusted in any direction for each school year to the level for which the teacher proves his/her entitlement on or before September 10 of each year. Experienced teachers beginning their employment after September 10 of a school year shall be placed on the track and step for which they qualified as of September 10 of that school year. Inexperienced teachers beginning their employment after September 10 of a school year shall be placed on Step 2 of the B.A. Track or on Step 2 of the track for which they qualified as of September 10 of that school year, whichever is higher. Teachers employed full time for one full semester of a school year shall be given credit for one year of experience; however, one full semester of full-time teaching experience obtained in each of two different years or school systems shall be combined and counted as one year of experience with adjustment in step placement made accordingly. Notwithstanding anything to the contrary herein, teachers shall not move a step for the 2009-2010 or the 2010-2011 school year. Notwithstanding anything to the contrary herein, teachers shall not move a track for the 2010-2011 school year.

(b) Subject to (a) above, the teacher qualifies for one (1) higher step for each full year of teaching experience under a contract with Unified School District 259, and for each year of extended or sabbatical leave when such leave is expressly to be so counted in the Leaves Article. However, any teacher who completes the previous school year on a Plan of Assistance and continues on that plan in the next school year will not qualify to advance to a higher step. Notwithstanding any other provisions of this agreement, upon successful completion of a Plan of Assistance, the teacher shall

immediately move to the next step. This phrase “full year” as used in this subparagraph shall mean being under a base contract for 170 or more days within one contract year. No teacher will move more than one step in any year.

(c) At the time of reemployment, a teacher who has been employed previously as a teacher under a contract with Unified School District 259 shall be placed in accordance with the salary provisions of the current Teachers Employment Agreement. However, no such teacher shall be placed on a lower numbered step than he/she was on at the time of the last day in base contract pay status of the most recent prior employment. Furthermore, if at that time the teacher was eligible for the next higher step in the subsequent contract year, the teacher shall be placed on that next higher step on the appropriate track at the time of employment. This step placement shall be adjusted as necessary to account for changes in salary placement procedures which may have occurred in the interim.

(d) Any former teacher who is reemployed within twelve (12) months of the date of termination will have his/her temporary leave days that were accrued at the time of separation reinstated for up to a maximum of five (5) years for temporary leave that was accrued after March 31, 1999 unless severance compensation has been paid for such leave.

#### **Paragraph 4: Placement on Teachers Salary Schedule**

(a) **Track** On the Teachers Salary Schedule (Section B, Paragraph 1, of this Article) each track (vertical column) represents an earned degree from an accredited institution of higher learning or additional earned graduate credit semester hours not already counted in an earned degree. Credit for salary purposes shall be given for only those graduate degrees and/or graduate hours as recognized and supervised by the graduate school of an accredited institution, unless otherwise expressly provided by this Section. Such institutions must have been accredited at the time the degree and/or hours were earned. The accreditation agency must be an agency approved by the Human Resources Division. To be eligible for a degree track, the teacher must have earned the degree that track specifies. His/her placement on an intermediate track higher than the degree track to which he/she is entitled is contingent upon his/her having earned the additional number of graduate semester hours which that track specifies for their equivalent in quarter hours or third hours. Such additional graduate hours may have been earned prior to the date of the teacher’s latest degree, but must not have been used to satisfy degree hour requirements.

(b) **Step** At the time of employment, each teacher shall be placed on the highest numbered step for which he/she qualifies in accordance with the column of the Teacher Salary Schedule entitled "Initial Placement". Step placement advancement for teachers employed prior to the 2007-08 school year shall be made in accordance with the teacher's placement as of the 2006-07 school year; provided, however, an eligible teacher in the 2007-08 school year, if eligible for step advancement, shall be moved one (1) additional step beyond the placement where the teacher would otherwise be placed in the 2007-08 school year. "Eligible Teacher" shall mean eligible teachers as that term is defined in that certain Settlement Agreement dated the 11th day of June,

2007 that is filed of record with the Clerk of the Board. Credit will be given for teaching experience obtained in an accredited school system for placement of teachers employed in the 200708 school year and thereafter. Other relevant teaching experience may result in higher initial step placement as determined by the Assistant Superintendent of Human Resources.

(c) **Social Workers** At the time of employment and subject to (b) above, full credit for specialized social work in a school program shall be given. Full credit for clinical social work experience may be given, subject to approval by the Human Resources Division. For purposes of advancing to a higher track, graduate work undertaken must be approved by the appropriate supervisor and the Human Resources Division. Such approval will not be withheld arbitrarily. Credit for a masters degree shall be given only in the field of social work.

(d) **Health Services** At the time of employment and subject to (b) above, full credit for registered professional nursing experience in a school program shall be given. Full credit for registered professional nursing experience may be given, subject to approval by the Human Resources Division. Non-degree nurses shall be placed on the B.A. Track of the Teachers Salary Schedule and shall be ineligible for movement to any other track.

(e) **School Psychologists** At the time of employment and subject to (b) above, full credit for specialized work as a psychologist in a school program shall be given. Full credit for other clinical experience may be given, subject to approval by the Human Resources Division.

(f) **Speech-Language Pathologists** At the time of employment and subject to (b) above, full credit for speech-language services in a school program shall be given. Full credit for clinical experience as a speech-language pathologist may be given, subject to approval by the Human Resources Division.

(g) **Sixty Hour Master Degrees** Teachers who earn master degrees which required a minimum of sixty (60) graduate semester hours (or their equivalent in quarter hours or third hours) in their area of assigned responsibility shall qualify for placement on the MA + 30 Track of the Teachers Salary Schedule.

**(h) High School Junior Reserve Officer Training Corps Instructors (JROTC)**

The salary for High School JROTC instructors shall be the amount set forth in Section B of the Teacher Salary Schedule in accordance with the salary provisions for other teachers multiplied by 221 times the daily rate of pay or the amount set as the minimum pay for High School JROTC instructors by the Federal government in accordance with the Junior Reserve Officer Training Corps Act plus 3.545% of said amount, whichever amount is greater. High School JROTC instructors without a degree shall be placed on the BA track of the Teacher Salary Schedule.

**Section B: Teachers Salary Schedule Paragraph 1: 2009-2011**

Initial Placement	Step	BA Degree	BA+ 10 Gr. Hours	BA+ 20 Gr. Hours	BA+ 30 Gr. Hours	MA+ Degree	MA+ 10 Gr. Hours	MA+ 20 Gr. Hours	MA+ 30 Gr. Hours	Ed. Sp. or MA+40 Gr. Hours	Ed. Sp.+10 or MA+50 Gr. Hours	Ed. Sp.+20 or MA+60 Gr. Hours	Earned Doctorate
0	2	37,998	38,517	39,036	39,555	40,367	40,886	41,405	41,924	42,443	42,962	43,480	43,999
1	3	38,911	39,430	39,949	40,468	41,573	42,092	42,611	43,130	43,649	44,168	44,686	45,205
2	4	39,824	40,343	40,862	41,381	42,779	43,298	43,817	44,336	44,855	45,374	45,892	46,411
3	5	40,737	41,256	41,775	42,294	43,985	44,504	45,023	45,542	46,061	46,580	47,098	47,617
4	6	41,650	42,169	42,688	43,207	45,191	45,710	46,229	46,748	47,267	47,786	48,304	48,823
5	7	42,563	43,082	43,601	44,120	46,397	46,916	47,435	47,954	48,473	48,992	49,510	50,029
6	8	43,476	43,995	44,514	45,033	47,603	48,122	48,641	49,160	49,679	50,198	50,716	51,235
7	9	44,390	44,908	45,427	45,946	48,809	49,328	49,847	50,366	50,885	51,404	51,922	52,441
8	10		45,821	46,340	46,859	50,015	50,534	51,053	51,572	52,091	52,610	53,128	53,647
9	11			47,253	47,772	51,221	51,740	52,259	52,778	53,297	53,816	54,334	54,853
10	12				48,685	52,427	52,946	53,465	53,984	54,503	55,022	55,540	56,059
11	13					53,633	54,152	54,671	55,190	55,709	56,228	56,746	57,265
12	14							55,877	56,396	56,915	57,434	57,952	58,471
13+	15									58,121	58,640	59,158	59,677

**Section C: Method of Payment**

**Paragraph 1:** For each contract year, except as otherwise provided by this agreement or law, the Board shall pay the base contract amount in not less than twelve (12) substantially equal installments paid at least once each month commencing in September of each school year.

**Paragraph 2:** So long as the law requires and notwithstanding the provisions of Paragraph 1 of this Section, any teacher to whom the continuing contract law applies, after completion of all his/her contractual obligations, shall be paid no later than the last working day in June, the balance of his/her contractual compensation in one payment upon his/her request therefor. Said request shall be in writing and filed with the Business/Financial Services Division no later than April 1 of

the school year in and for which the request is first made. Such request shall remain in effect until revoked in writing by the teacher.

**Paragraph 3:** Teachers who are newly hired (hired on or before the second day of new teacher orientation) for the upcoming school year shall have the option to receive an advance payment of One Thousand Five Hundred Dollars (\$1,500) subject to the following:

(a) The request for the advance payment must be submitted to the Human Resources Division no later than the second day of new teacher orientation.

(b) The advance payment shall be paid within thirty (30) days of the second day of orientation unless Labor Day falls within that period, in which case payment shall be made the first working day after Labor Day or thirty (30) calendar days after the second orientation day, whichever comes last.

(c) The remaining base contract pay after the deduction of the \$1,500.00 advance payment shall be paid in not less than twelve (12) equal installments, at least one (1) each month, commencing in September of the school year.

#### **Section D: Supplemental Salary**

**Paragraph 1:** The term “supplemental salary” shall refer to payment for the assigned, accepted, and performed services under a supplemental contract as set forth in Paragraphs 3 through 10 of this Section.

**Paragraph 2:** All assignments for which supplemental salaries are paid are for a single year with subsequent reassignments made on the basis of recommendation of the building administrator or appropriate supervisor.

**Paragraph 3:** The Board reserves the right to create supplementals that are not listed in Paragraphs 4 and 10 of this Section. The Board, on or about each November 1, at the request of the UTW President, shall provide the UTW President with a list of the supplemental positions that were created after November 1 of the preceding year that contains the information required in Paragraph 13 for each supplemental position. Any supplemental position that ten (10) or more teachers are performing shall, at the request of UTW made on or before February 1, be added to the supplemental salary schedule. UTW shall also have the right to negotiate in an upcoming negotiation session the supplemental salary of any supplemental position that is not listed in Paragraphs 4 through 10 of this Section by giving notice of such intention on or before February 1.

#### **Paragraph 4: Supplemental Salary Schedule 09-11 Level A: (.035) \$1,330**

All City Music Leader  
Area Music Leader  
Elementary Before School Supervisor  
Circle of Friends Program  
Class Head Sponsor High

Elementary Chair, 4 or more Elementary  
Exploratory Team Leader - Middle  
Extended School Year Team  
Extracurricular Event/Club Sponsor  
Extracurricular School-wide Publications/ Website Editor  
Future Educators Club Sponsor  
Grade Level Leader  
Intervention Tutor  
Intramural Activities Sponsor - Middle  
Lead Teacher - Secondary  
School Improvement Team  
Shared Inquiry Coach  
Spirit Club Head Sponsor - Middle

**09-11 Level B: (.055) \$2,090**

Academic Core Team Leader, 3-4  
Middle Academy Leader  
AVID Site Coordinator  
AYP Language Arts/Math Contact  
Bus Monitor  
Extracurricular Event/Club Sponsor  
Extracurricular School-wide Publications/ Website Editor  
Hallway Supervision Lunch  
Instrumental Music Activities Leader - Middle  
Intervention Tutor  
Leadership Sponsor - JROTC Middle  
National Academic League Sponsor  
Pep Club Head Sponsor - High  
Safety Patrol Sponsor - Elementary  
School Improvement Leader  
Student Council Head Sponsor - Middle  
Vocal Music Activities Leader - Middle  
Yearbook Head Sponsor - Middle

**09-11 Level C: (.075) \$2,850**

Academic Bowl Sponsor - High  
Academic Core Team Leader, 5 and above- Middle  
Cheerleader Head Sponsor - High  
Detention Room Monitor - Middle or High  
Forensic Coach - High  
Newspaper Head Sponsor - High  
Peer Consultant, Governing Board Member  
Pompon Head Sponsor - High

School To Work Academy Leader - High  
Social Worker Leader, 3 and above  
Student Council Head Sponsor - High  
Teacher-in-Charge - Elementary

**09-11 Level D: (.095) \$3,610**

Activity Bus Monitor  
Debate Coach - High  
Drama Activities Leader - High  
Site Technology Specialist  
Yearbook Head Sponsor - High

**09-11 Level E: (.115) \$4,370**

Department Chair, 3-6 - High  
Head Counselor - High  
Head Library Media Specialist - High  
Inservice Presenter  
Lunchroom/Cafeteria Monitor  
Site Technology Specialist  
Ticket Specialist - High  
Vocal Music Activities Leader - High

**09-11 Level F: (.135) \$5,130**

After School Program Supervisor  
Elementary Truancy Specialist  
Instrumental Music Activities Leader - High  
Junior Reserve Officer Training Corps Instructor (*JROTC Commissioned*) - High

**09-11 Level G: (.155) \$5,890**

Department Chair, 7-8 - High  
Junior Reserve Officer Training Corps Instructor (*JROTC Warrant Officer and Non-commissioned*) - High

**09-11 Level H: (.175) \$6,650**

**09-11 Level I: (.195) \$7,410**

Department Chair, 9-17 - High  
District Curriculum Designer

**09-11 Level J: (.215) \$8,170**

Department Chair, 18 and above - High  
Peer Consultant, Teacher

**Paragraph 5:** The index figures specified in the Supplemental Salary Schedule in Paragraph 4 shall be based on Step 2, Bachelor Track of the Teachers Salary Schedule. The dollar amounts for each supplemental salary in Paragraph 10 shall change the same percent as the percentage change in Step 2, Bachelor Track of the Teachers Salary Schedule.

**Paragraph 6:** At the discretion of the administration, departments may be formed and a department chair appointed. To determine the number of teachers in a department, the number of sections taught in that department shall be divided by one less than the number of teaching periods taught at the particular school. Any remaining major fraction of a teacher shall be counted as one. The service of teachers in study hall or other non-instructional duties shall not be counted as a section in determining the number of teachers in a department.

**Paragraph 7: Department Chair Time** With approval of the building principal, a department chair may be provided with a substitute teacher to release the department chair from teaching responsibility in order that the department chair may fulfill responsibilities not otherwise possible.

**Paragraph 8:** Supplemental assignments shall be on a voluntary basis with no teacher being required to accept any such assignment.

**Paragraph 9:** Female coaches, otherwise qualified, shall be eligible to coach boys' sports; and male coaches, otherwise qualified, shall be eligible to coach girls' sports.

**Paragraph 10: Supplemental Salary Schedule for Coaches and Athletic Leaders 09-11 Senior High Activity Head**

Baseball	\$ 3,698
Basketball	6,315
Bowling	2,311
Cross Country	2,952
Football	6,315
Golf	2,548
Gymnastics	4,105
Soccer	3,698
Softball	3,698
Swimming	3,871
Tennis	2,636
Track	4,880
Volleyball	3,478

Wrestling 4,561

### **Middle School Activity**

Basketball 3,145  
Cross Country 1,587  
Track 2,767  
Volleyball 2,262

**Athletic Leaders** 8,892

**Paragraph 11:** The supplemental salary amount for an assistant coach shall be 60 percent of the supplemental salary amount specified by Paragraph 10 above for the corresponding head coach.

**Paragraph 12:** The supplemental salary amounts specified by Paragraphs 4 and 10 above shall be prorated for any teacher who performs less than the full supplemental assignment.

**Paragraph 13:** Upon request, the Human Resources Division will provide copies of Supplemental reports to the UTW President. The reports will include the teacher receiving the supplemental, a descriptive title of the supplemental, the site, and the level of the supplemental.

### **Section E: Overload Teaching**

**Paragraph 1:** Overload teaching is that teaching conducted by a full-time classroom teacher teaching daily in a vacant position during his/her planning period.

**Paragraph 2:** The acceptance of an overload assignment shall be voluntary. The Board shall not use overload teaching assignments as a means of avoiding the employment of additional full-time teachers when such need is indicated.

**Paragraph 3:** When a teacher accepts an overload assignment, he/she shall receive additional compensation for the length of that assignment. Such additional compensation shall be equal to the teacher's daily rate of pay divided by one less than the number of teaching periods in a typical school day at the particular school. Under no circumstances shall a teacher be assigned to more than one (1) overload class.

### **Section F: Contract Addendum**

**Paragraph 1:** A contract addendum shall be issued to a teacher who is employed for contract days which are an extension of the duties and the period covered by the teacher's base contract.

**Paragraph 2:** A contract addendum shall provide for compensating the teacher an amount equal to his/her daily rate for each full day. Partial days shall be compensated by a prorated amount.

**Paragraph 3:** Teachers may be offered contract addendums. Such addendums will be offered at the discretion of and for the period of time determined by the administration. An attempt shall be made to reach mutual agreement between the teacher and the administration on the specific dates to be worked under the contract addendum. Acceptance of a contract addendum is voluntary.

### **Section G: Health Occupations**

**Paragraph 1:** For certificated teachers assigned to health occupations programs, the total work day in the programs shall be considered equivalent to the professional day of the regular school programs and the teachers paid accordingly.

### **Section H: Pay for Staffings**

**Paragraph 1:** Attendance and participation by the appropriate teachers for special education staffings are expected as part of the professional day and normally are compensated by the base contract salary.

**Paragraph 2:** When a classroom teacher is required to attend more than three (3) staffings and/or child study team meetings held before or after the school day during the same semester, that classroom teacher shall be paid at the rate of \$10.00 per hour or major fraction thereof for each such staffing in excess of three (3).

**Paragraph 3:** Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

**Paragraph 4:** This Section shall be applied to elementary vocal music teachers and elementary physical education teachers as if such teachers were classroom teachers.

### **Section I: Pay for Temporary Substituting**

**Paragraph 1:** No teacher will be used as a temporary substitute teacher during his/her conference and preparation period without his/her consent. Teachers exchanging classes by mutual consent and with the approval of the immediate supervisor are not performing as temporary substitutes and no compensation will be required.

**Paragraph 2: Elementary** An elementary teacher who, at the request of the administration, assumes teaching responsibilities for five (5) or more pupils regularly assigned at that time to another teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$20.00 per hour or major fraction thereof. Such compensation shall not exceed \$40.00 per day.

**Paragraph 3: Secondary** A secondary teacher who, during his/her conference and preparation time and at the request of the administration, assumes teaching responsibilities for a class of pupils regularly assigned at that time to another classroom teacher is performing as a temporary substitute teacher and will be compensated at the rate of \$25.00 per hour or major fraction thereof. Teachers in schools with block schedules shall receive \$37.50 per period (one and one-half hours) or major fraction thereof. Such compensation shall not be paid for more than one such hour per day.

**Paragraph 4:** Upon verification by the building principal that a classroom teacher qualifies for such payment, the time will be reported and payment shall be made in accordance with regular payroll procedures.

### **Section J: Longevity Pay**

**Paragraph 1:** Notwithstanding anything to the contrary herein, for the 2009-2010 school year and the 2010-2011 school year, longevity payments shall not advance and shall remain at the 2008-2009 level. Notwithstanding anything to the contrary herein, teachers who complete fourteen (14) years employment with the Board on or before August 1, 2009, will not advance to receive a longevity payment for the 2009-2010 school year. Notwithstanding anything to the contrary herein, teachers who complete fourteen (14) years employment with the Board on or before August 1, 2010, will not advance to receive longevity payment for the 2010-2011 school year.

**Paragraph 2:** Any teacher who has completed fourteen (14) years in the employ of the Board on or before August 1 of the current contract year and who is employed by the Board on November 15 shall be paid a longevity amount equal to the percent specified below of his/her base contract salary as of September 1. Any teacher whose employment terminates prior to November 15 of the current contract year shall receive no part of any such payment.

15-16 years 3%  
17-18 years 4%  
19-20 years 5%  
21-22 years 6%  
23-24 years 7%  
25-26 years 8%  
27-28 years 9%  
29-30 years 10%  
31-32 years 11%  
33 or more years 12%

**Paragraph 3:** All longevity payments shall be made in November in accordance with payroll procedures and shall be subject to all applicable deductions. If desired by the teacher, all or part of the longevity pay will be directed to a tax-sheltered plan consistent with regulations established by the Business/Financial Services Division.

## **Section K: Payroll Deductions**

**Paragraph 1:** The Board provides that, whenever duly authorized by any teacher on a form or forms appropriate for such purposes and consistent with regulations established by the Business/Financial Services Division, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- (a) Donations to the Friendship Fund
- (b) Payments to the Credit Union of America
- (c) Dues to the YMCA
- (d) Health Insurance Premiums
- (e) Dues to the UTW
- (f) Payments to Flexible Spending Accounts
- (g) Contributions to Tax Sheltered Plans

## **Section L: National Board Certification**

**Paragraph 1:** Teachers that have National Board for Professional Teaching Standards Certification shall receive a stipend of \$2,250 per year.

## **Section M: Relocation**

**Paragraph 1:** In the event of a location change due to a bond-financed project, the administration shall develop a plan to facilitate the move and, in doing so, shall provide adequate time to teachers to move supplies, equipment and belongings.

## **Section N: Teacher Request for Release from Contract**

**Paragraph 1:** A teacher resignation must be submitted by the date set forth in Kansas statute. A teacher who has not submitted a letter of resignation prior to the Kansas statute deadline date for a teacher to resign employment with a school district (the "Date") without penalty shall not be released from the contract until the teacher has paid the District liquidated damages in the amount of \$1,000, plus \$100 per week starting the first week following the Date, for the 2009-2010 school year, to a maximum of \$5,000, and starting the first week following the Date for the 2010-2011 school year, to a maximum of \$5,000.

## **ARTICLE VI: CLASS SIZE REVIEW PROCEDURE**

### **Section A: Procedure**

**Paragraph 1:** The Board and the UTW recognize the desirability of achieving optimum teaching/learning conditions. When a teacher believes the size of his/ her class to be educationally

unsound, the teacher will confer with the building principal regarding the problem. The building principal shall have one week to effect an acceptable solution.

**Paragraph 2:** If no acceptable solution has been effected within one week, the teacher may refer the matter to the School Building Committee. The School Building Committee may consider the matter or appoint a faculty committee to study and report on the matter. Such committee shall confer with the principal and study all facets of the matter and shall make a written report to the teacher and the principal on the merits of the problem and possible solutions.

**Paragraph 3:** If recommendations requiring action are included in the report, the principal shall respond to the committee within one week. Such response shall set forth those proposed or already implemented steps designed to meet the recommendations of the committee. If any or all of the recommendations of the committee are not deemed feasible, the response shall include reasons why those recommendations will not be implemented.

**Paragraph 4:** If the response of the principal is not acceptable or if no response is made within one week, the School Building Committee and the teacher concerned may submit the problem to the appropriate assistant superintendent or designee, documenting the conditions and making recommendations regarding possible solutions.

**Paragraph 5:** The assistant superintendent or designee shall respond within two weeks in writing to the teacher with copies to the principal and School Building Committee chairperson. The decision of the assistant superintendent or designee shall be final and binding on the parties in the specific case involved.

**Paragraph 6:** The inclusion of this Article in this Agreement shall not be construed as the Board having negotiated on the subject of class size.

## **ARTICLE VII: TEACHER PROTECTION**

### **Section A: Working Conditions**

**Paragraph 1:** The Board agrees to strive continually to provide working conditions which meet federal, state, and local laws and regulations.

### **Section B: Disciplinary Actions**

**Paragraph 1:** No teacher shall be disciplined without just cause. However, no probationary teacher may grieve any nonrenewal of his/her contract.

**Paragraph 2:** Professional employees shall not be disciplined or reprimanded in the presence of students, parents, other employees or at public gatherings.

**Paragraph 3:** Only the Superintendent or designee is authorized to suspend a teacher without pay. A suspension without pay for more than five (5) contract days may be made only after official Board action. The principal is authorized to suspend a teacher from a supplemental position for up to five (5) contract days without pay. The UTW President shall be given a list of suspensions without pay, quarterly, denoting only whether elementary, middle school, high school or postsecondary. Upon request of the UTW President, a meeting shall be scheduled on a quarterly basis with the Superintendent, Assistant Superintendent of Human Resources, the UTW President, and UTW Vice-President to review the number of cases of suspensions without pay.

**Paragraph 4:** No disciplinary action shall be taken against any teacher, nor shall any student be transferred from that teacher's class, on the basis of a complaint by a parent or student before a conference is held between the teacher, parent, student, and the supervisor contemplating the action. Any such complaint shall be disclosed to the teacher, and the teacher may waive the conference. This Paragraph 4 does not apply in situations involving sexual abuse or battery of a student; provided, however, in situations involving complaints by a parent or student of alleged sexual abuse or battery, a discussion of the allegations will take place between the teacher and supervisor prior to a disciplinary conference.

**Paragraph 5:** The exercise of his/her rights in this Article by a teacher shall not prejudice any action that the Board might otherwise take regarding his/her employment status.

**Paragraph 6:** Teachers who are not covered by K.S.A. 725437 to 72-5443 inclusive, because of the definition of teacher in K.S.A. 72-5436, shall be covered by those statutes notwithstanding that definition.

### **Section C: Disciplinary Meetings or Hearings**

**Paragraph 1:** Whenever a teacher is required to meet with a building level administrator for the purpose of disciplining the teacher, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy. No teacher shall be given a written reprimand or more serious disciplinary action at such a meeting unless the teacher had at least four (4) hour notice of the meeting and the reason for the meeting. The teacher shall be entitled to representation at such a meeting. However, the teacher may waive such notice and representation.

**Paragraph 2:** Whenever a teacher is required to meet with district office line administrators for the purpose of disciplining the teacher, the teacher shall be given at least twelve (12) hour notice and the reasons for the meeting and may be accompanied by a person chosen by the teacher who may advise the teacher but will not speak in place of the teacher. However, the teacher may waive such notice. Following such a meeting, a written summary of the meeting and/or the findings shall be provided the teacher within five (5) contract days. The teacher shall sign to indicate receipt of the written summary.

**Paragraph 3:** Whenever a teacher is required to appear before the Board concerning disciplinary matters, he/ she shall be given a five (5) day prior written notice of the reasons for the meeting or hearing and may be represented thereat by the UTW or by a person of his/ her own choosing.

#### **Section D: Solicitation**

**Paragraph 1:** Every reasonable means shall be used to discourage pupils, parents, and organizations from soliciting teachers during the school day. This provision shall not be construed to prohibit contacts by teacher organizations or educationally related businesses.

#### **Section E: Legal Action**

**Paragraph 1:** In any case in which a teacher is involved in legal action as a result of following Board or administrative policy, such action shall be immediately reported to the Board. Should the teacher request assistance in the preparation of his/her defense and/or prosecution, the Board will provide such assistance pursuant to law and Board policy.

#### **Section F: Compliance**

**Paragraph 1:** Teachers shall not be required or compelled to take action or refrain from taking action when to do such would cause them physical harm or to be in violation of law or Board policy. Teachers shall not be required to dispense medication or attend to personal body needs of students unless specifically trained in accordance with Board policy.

#### **Section G: Property Damage**

**Paragraph 1:** When arising out of and in the course of his/ her employment, a teacher's clothing or personal effects worn by the teacher are damaged or destroyed as a result of a physical attack or willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof in an amount not to exceed \$1,200.

**Paragraph 2:** When arising out of and in the course of his/ her employment a teacher's personal property, brought to the classroom setting as a teaching aid for the curriculum being taught, is damaged or destroyed as a result of willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof, whichever is less, in an amount not to exceed \$1,200 per each occurrence.

**Paragraph 3:** The above does not cover accidental damage, theft or mysterious disappearance.

## **ARTICLE VIII: PUPIL CONTROL**

### **Section A: Classroom Paragraph 1: General**

The individual classroom teacher shall assume the major responsibility for classroom control and discipline, and his/her judgment in this regard will be relied on in the general course. The Board hereby recognizes its responsibility to give support and assistance to teachers in this endeavor and its policies will continue to reflect its position in this regard. Each school will have a discipline procedure setting forth the responsibility and authority for all professional personnel.

### **Paragraph 2: Pupil Misbehavior**

When, in the judgment of a teacher, parents should be informed of a pupil's misbehavior, the teacher should notify the building principal and contact the parents unless the principal assumes the responsibility to do so. Parent conferences with teachers and/or principals should be scheduled and/or other appropriate disciplinary action taken.

**Paragraph 3: Referral of Pupil** When, in the judgment of a teacher, a pupil requires referral to other district employed professional personnel or specialists, he/she shall so inform his/her principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference which includes himself/herself, the teacher, and appropriate specialist(s) to discuss the problem and to decide upon appropriate steps for its resolution.

**Paragraph 4: Removal of Pupil from Classroom** When, in the judgment of a teacher, a pupil is substantially disrupting the instructional program to the detriment of other pupils, the teacher may remove the pupil from his/her class. The teacher will instruct the pupil to report immediately to the appropriate supervisor or administrator. Following the decision to remove the pupil, the teacher will advise the principal of the action and will, as soon as possible, furnish full particulars. Appropriate written records of such removals shall be maintained by the principal and teacher and shall be available to the parties upon request.

**Paragraph 5: Readmittance of Pupil to Classroom** A pupil shall not be readmitted into any class instructed by the teacher who removed the pupil during the half-day in which the pupil was removed unless there is mutual agreement between the teacher and the principal.

### **Section B: Suspension, Expulsion**

**Paragraph 1:** Pupils may be subject in certain circumstances to suspension and/or expulsion in accordance with law and Board policies.

### **Section C: Physical Force**

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

## **Section D: Right to Grieve Board Policy 5112**

**Paragraph 1:** Any alleged violation or misapplication of Board Policy 5112, including all Administrative Implemental Procedures, shall be subject to the grievance procedure. This shall not be construed to mean that any other Board policy is subject to the grievance procedure.

## **ARTICLE IX: TEACHER BENEFITS**

### **Section A: Personal Injury Benefits Paragraph 1: Worker's Compensation**

The Board shall provide Kansas Worker's Compensation benefits for all teachers. If a teacher has a compensable worker's compensation claim, the teacher will be paid at 100% for the period of time that temporary leave is available. Once temporary leave is exhausted, compensation will be reduced to 70% up to a maximum of 180 total calendar days from the date of disability. After 180 days, the teacher's position may be refilled, but the teacher may be eligible to continue receiving worker's compensation benefits at the reduced rate of the statutory maximum.

**Paragraph 2: Other Injury Benefits:** If a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment, and when investigation by the administration indicates that the teacher has used reasonable judgment, the teacher shall be paid his/her full salary for a period of up to one hundred eighty (180) calendar days, less any worker's compensation disability payments. Any absences caused by the battery will not be charged to the teacher's accumulated temporary leave. In other lost time (on the job) injury cases, at his/her discretion, the Superintendent may excuse such absences without loss of pay or temporary leave if it is determined the teacher at the time of the injury was following Board or administrative policy.

### **Section B: State Retirement Participation**

**Paragraph 1:** The Board shall participate in the Kansas Public Employees Retirement System in accordance with K.S.A. 74-4931 et seq.

### **Section C: Short Term Disability Benefits**

**Paragraph 1:** The Board shall provide short term disability benefits as set forth in the Short Term Disability Summary Plan Description. Short term disability benefits for disabilities resulting from non-occupational illness or injury, shall be paid at the rate of 70% of the teacher's regular daily rate, subject to all applicable deductions. Following the exhaustion of temporary leave, there is a five day waiting period before short term disability benefits begin. The five day waiting period will be waived for absences greater than 30 calendar days and short term disability payments shall be paid retroactively.

**Paragraph 2:** A single disability for a period of 180 days is defined as a single absence. Under no circumstances will short term disability benefits be paid in excess of 180 calendar days from the date of the disability.

**Paragraph 3:** If subsequent to the commencement of short term disability benefits, it is determined that the illness or accident arose out of or in the course of the teacher's employment, the teacher's compensation shall revert to worker's compensation disability payments and the teacher's short term disability benefits shall be reduced by any retroactive payment of worker's compensation total disability payments.

#### **Section D: General Liability Coverage**

**Paragraph 1:** The Board shall provide general liability coverage with a minimum single liability limit of at least \$500,000. This coverage, in accordance with its definitions and exclusions, will defend and pay on behalf of those teachers covered all sums for which those teachers covered shall become legally obligated to pay within the stated occurrence limits as damages because of bodily injury or property damage. This coverage will include corporal punishment within the definition of damages for bodily injury. This coverage will also include teachers who transport pupils within the course and scope of their employment either voluntarily with permission of an appropriate administrator or because of the requirements of a supplemental assignment. The employees of the Board will be included within this coverage. The Board shall not be obligated beyond any standard liability coverage that is provided or is able reasonably to be purchased in the future.

#### **Section E: Life Coverage**

**Paragraph 1:** The Board shall provide a group term life coverage in the sum of \$30,000 for all teachers employed half time or more. Any increases in coverage shall not be effective until the teacher reports or is able to report for work.

#### **Section F: Health Coverage Paragraph 1:**

(a) (1) The health plan periods for 2009-2011 will be as follows: (i) effective September 1, 2009, and ending December 31, 2009; (ii) effective January 1, 2010, and ending December 31, 2010; and (iii) effective January 1, 2011, and ending December 31, 2011. The Board contribution shall be \$590 per month for each teacher who is eligible to participate in the plan.

(2) Effective January 1, 2010, through December 31, 2011, teachers shall agree to a payroll deduction in the amount of \$20.00 per month to defray the cost of the Board health plan. Such monthly payroll deduction shall be waived for the 2010 calendar year if the teacher participated in four (4) wellness activities during the 2009 calendar year that are chosen by the teacher from a list provided by Risk Management and teacher provides proof of such participation to Risk Management. Such monthly payroll deduction shall also be waived for the 2011 calendar year if the teacher participates in four (4) wellness activities during the 2010 calendar year that are chosen

by the teacher from a list provided by Risk Management and the teacher provides proof of such participation to Risk Management.

(b) Teachers whose spouses have access to employer-sponsored group health care insurance who choose to utilize the Board health plan to provide coverage for the teacher's spouse shall agree to a payroll deduction of \$100.00 per month. Teachers with a spouse shall sign a certified statement verifying whether or not their spouse has access to employer-sponsored group health care insurance. For purposes of this subparagraph, employer-sponsored health insurance means that the spouse's employer is paying for not less than 50% of a single plan.

(c) To be eligible to participate in the Board health insurance plan, a teacher who is less than 1.0 full time equivalency (FTE) and who is at least .50 FTE shall agree to a payroll deduction of \$40.00 per month.

(d) To be eligible to participate in the Board health insurance plan, a teacher who is a tobacco product user shall agree to a payroll deduction of \$50 per month. To be eligible to participate in the Board health insurance plan, a teacher whose spouse is a tobacco product user who participates in the Board health insurance plan shall agree to a payroll deduction of \$50 per month. Teachers shall sign a certified statement verifying whether or not they are tobacco product users and whether or not their spouse who participates in the Board health insurance plan is a tobacco product user. For purposes of this subparagraph (d), a tobacco product user is a person who uses tobacco products in combination more than ten (10) times in the twelve (12) months preceding the upcoming September 1. Tobacco product includes, but is not limited to, items such as cigarettes, cigars, pipes and any type of chewing tobacco.

(e) The Board health insurance plan shall provide health coverage for teachers and eligible dependents, if any, in accordance with the terms, conditions, and exclusions of the plan as developed by the administration with the involvement of UTW. The administration of the plan shall be reviewed at least quarterly by the Employee Health Advisory Committee, whose teacher members shall consist of plan participants appointed by the UTW. Changes in the plan will normally be effective on September 1 of any year and only with the involvement of the UTW.

(f) Teachers employed less than half-time are not eligible for coverage or membership in the plan and the Board shall make no payment for such teachers.

**Paragraph 2:** The Board shall continue to pay its contribution to the plan for an eligible teacher who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of the commencement of the total disability. All actions and decisions under the health plan shall be made in accordance with rules and procedures established by the administration.

**Paragraph 3:** Teachers employed half time or more may enroll in a cash option in lieu of coverage and membership in the health plan. Teachers enrolled in the cash option shall be paid \$100 per month subject to applicable deductions in regular payroll checks.

**Paragraph 4:** Certain provisions of this Section or of the plan are subject to continuing and future interpretations by the state or federal governments or their respective agencies. Any new law or more definite or different interpretation of existing law may require immediate and thorough modification of this agreement or of the plan. In such event, the change, deletion, or modification of this Article and/or the plan shall be accomplished forthwith.

### **Section G: Severance Payment**

**Paragraph 1:** A teacher who retires or resigns within the time limits allowed by statute, after reaching age fifty-five (55) years or five (5) years in the employ of the Board shall be eligible for a severance payment. The severance payment shall also apply to a teacher who meets the above age or employment qualification and who leaves the district's employment either due to death or total disability or for other good causes as determined solely by the Board. Teachers may, at their option, have their severance applied to health plan payments.

**Paragraph 2:** The amount of severance payment for which the teacher is eligible shall be computed by multiplying the number of accumulated unused temporary leave days by \$30.

**Paragraph 3:** The severance payment shall be made to the eligible teacher in accordance with regular payroll procedures and shall be subject to all applicable deductions.

### **Section H: Tax-Sheltered Plans**

**Paragraph 1:** Teachers are eligible to participate in salary reduction tax-sheltered plans, including 457 plans and 403b plans, established pursuant to the Internal Revenue Code, consistent with regulations established by the Business/Financial Services Division. Enrollment in the 457 plan and/or 403b plan must have a minimum of twenty-five (25) participants by the end of the second year after the plan commences or the 457 plan or 403b plan may be terminated at the discretion of the Superintendent.

### **Section I: Mileage Allowance**

**Paragraph 1:** Any teacher who is required to use his/her own automobile as a regular condition of employment in his/ her base or addendum contract shall be compensated on a quarterly basis at the rate per mile established by the Secretary of Administration of the State of Kansas. Mileage rates are effective on the first of the month following the date the Department of Administration makes a change. No mileage compensation will be payable unless specific agreement therefor with the Business/Financial Services Division has been reached in advance of being incurred.

### **Section J: Early Retirement**

**Paragraph 1:** The Board will continue to provide a voluntary early retirement program for members of the teachers bargaining unit employed prior to July 1, 1996. The substance and procedures of the program, and any changes thereto, are in each instance to be determined by the

Board. Alterations shall not be applied retroactively to affect any retired teacher receiving benefits from the program. For the duration of this agreement and pending any legislative action, the Early Retirement structure and level of benefits shall continue at no less than the same level in place on the effective date of this agreement.

### **Section K: Flexible Spending Account Plan**

**Paragraph 1:** The Board shall provide a Flexible Spending Account Plan established pursuant to Section 125 of the Internal Revenue Code which will allow voluntary payroll deduction. The substance and procedures of the Plan, and any changes thereto, are in each instance to be determined by the Board after consultation with the UTW. The Plan shall include only dependent care assistance and non-reimbursed medical expenses. Health insurance premiums will be deducted from wages on a pre-tax basis through the use of a Section 125 Cafeteria Plan.

### **Section L: General**

**Paragraph 1:** Each benefit specified by this Article may, at the Board's option, be provided by a Board selected carrier or by self-funding by the Board or any combination thereof. The Board may change from one carrier to another or to self-funding at any time. The specific coverage may be altered by the Board at any time so long as the coverage provided complies with the expressed terms of this agreement.

### **Section M: Catastrophic Emergency Benefit Plan**

**Paragraph 1:** The Board shall provide a Catastrophic Emergency Benefit Plan to be used by teachers who have suffered some catastrophic emergency and who have exhausted all temporary leave.

**Paragraph 2:** The Plan shall be administered by a joint committee consisting of employees representing all employee groups. The committee shall consist of five (5) members from the Teachers Bargaining Unit, four (4) members from Service Employees Union, two (2) members from the Technical/Supervisory employee group, two (2) members from the Administration, one (1) member from Security, and one (1) member from the Confidential employee group. Members shall be appointed by their respective employee groups and terms of service on the committee shall be determined by the respective groups. The president of the UTW, the president of Service Employees Union, the Assistant Superintendent of Human Resources, and the Human Resources Specialist shall serve as resource members to the committee. Decisions rendered by the committee are final and binding.

**Paragraph 3:** The plan shall be open to all benefited employees who contribute to the establishment of the pool. The pool shall be established by allowing each benefited employee to contribute one (1) day of temporary leave into the pool. The plan shall be made available for employee use when at least 400 employee days have been contributed. Only those employees who

have contributed to the pool shall be eligible to draw from it. Teachers who contributed one (1) day of temporary leave to the pool may continue as a participant during the 2009-2010 and 2010-2011 school years without contributing another day.

**Paragraph 4:** When the pool falls below 300 days, it shall be replenished by a new thirty-day open enrollment period during which time employees may contribute an additional day or may become new members of the plan by contributing one day.

**Paragraph 5:** Employees who meet the criteria above shall be eligible to draw on the pool up to twenty (20) days per contract year. The employee must exhaust all accumulated temporary leave to be eligible.

## **ARTICLE X: LEAVES**

### **Section A: Temporary Leave Paragraph 1: Chargeable Temporary Leaves**

(a) Each teacher who is under a full-time contract for a full professional year shall be granted twelve (12) temporary leave days on the first day that the teacher reports for work in that professional year. Each teacher at extended day/extended year schools on a 210-day, full time contract for a full professional year shall be granted thirteen and a half (13.5) temporary leave days. Temporary leave days shall be prorated for any teacher who is contracted for less than full time but at least half time or who begins his/her employment after the beginning of the professional year. However, teachers in less than half-time positions who were hired before August 1, 1999 shall receive prorated temporary leave days. Temporary leave days granted shall be added immediately to the teacher's accumulation. A teacher under an addendum contract shall be granted one (1) temporary leave day for each fifteen (15) days of paid addendum computed to the nearest half day. Such additional days shall be added to the teacher's accumulation upon completion of the addendum contract.

(b) Unused temporary leave days shall be cumulative without limit.

(c) Accumulated temporary leave days may be used for:

(1) Personal illness, injury, or incapacitation up to the maximum number of days the teacher has accumulated. However, no teacher may use temporary leave days for any single such disability beyond 180 calendar days from the first day of disability. On or before the end of thirty (30) calendar days from the beginning date of the disability and on or before the end of every thirty (30) calendar days thereafter, the teacher and his/ her physician shall furnish a statement verifying the disability. For the recurrence of a disability to be considered a new disability, the teacher must have returned to work for a continuous period equal in length to the period of absence or for thirty (30) consecutive contract days if the period of absence exceeded thirty (30) contract days. However, if such time period is interrupted by the end of the school year, a teacher who fails to

complete such time period upon the start of the next school year may file an appeal with the Assistant Superintendent of Human Resources who may waive the remaining days. Short absences for reasons not related to the disability shall not be counted towards fulfillment of this requirement, but will not be considered an interruption thereof. Temporary leave for maternity will be granted to teachers during the period of actual incapacitation from performing their duties. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability for job-related purposes, including commencement, duration and extensions of leave, payment of disability income, reinstatement and any other fringe benefit offered to employees by virtue of employment.

(2) Illness, injury, or death of the teacher's spouse, child or parent up to a maximum of fourteen (14) days per contract year. Up to eight (8) of these days may be used for illness, injury, or death of the teacher's in-law, grandchild, grandparent, sibling, aunt, uncle, niece, nephew, any person having been regularly living in the teacher's household, or in-law of the teacher's spouse, child or parent.

(3) The number of personal leave days which may be taken are based upon the length of employment with the Board. Teachers with twenty-five (25) or more years may take up to five (5) personal leave days, teachers with twenty to twenty-four (20 to 24) years may take up to four (4) personal leave days, and all other teachers may take up to three (3) personal leave days. Personal leave may be taken at the teacher's discretion. However, teachers shall properly file a form of notification twenty-four (24) hours in advance of a personal leave. Teachers shall not take temporary personal leave:

- (a) during nonteaching professional days
- (b) during the first five and last five days of the school year
- (c) during addendum contracts of twenty (20) or fewer days
- (d) to extend those non-working days or conference release days as identified by the school calendar.

In cases of emergency, the principal may waive the preceding restrictions other than the numerical limit. In addition, the restrictions above shall not apply to a teacher desiring to use personal leave to attend a graduation of the teacher's child.

(4) Temporary active duty up to a maximum of fourteen (14) days per contract year. Leave for temporary active duty is provided the teacher who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.

(5) Paternity leave up to a maximum of three (3) days per contract year. Paternity leave is provided for the father to attend the birth of his child.

(6) Adoptive leave up to a maximum of ten (10) days per contract year.

(d) When a teacher is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day but more than one-half (1/2) shall be chargeable as one (1) day. A teacher's salary shall be reduced by the amount of his/her daily rate of pay for each day of chargeable absence in excess of the limits specified by subparagraph (c) above. However, the numerical limits specified by subparagraph (c) (2), (c) (4), and (c) (6) above may be extended by the Superintendent upon written request by the teacher if the teacher has accumulated sufficient days.

(e) When the administration has doubt of the authenticity of the reason given by the teacher for any absence other than personal leave, the administration reserves the right to require evidence of authenticity. After five consecutive days of absence, the administration may require the teacher to furnish evidence of authenticity of the reason given by the teacher. Such evidence shall be subject to review and appropriate action by the Human Resources Division.

(f) If, in the judgment of the building principal, the total number of absences on a given day by teachers based at the building will impair or is impairing the educational program, then the principal may request that teachers not take personal leaves.

**Paragraph 2: Nonchargeable Temporary Leave:** Subject to administrative approval, a teacher may be granted temporary leave for the following purposes, subject to the following provisions. Such temporary leave shall not be chargeable to cumulative temporary leave days, and the teacher shall receive his/her full pay.

(a) **Court Duty or Jury Duty:** A teacher may be granted temporary leave to appear in court to answer a jury summons, or for reasons other than personal neglect, violation of law, or matters in which the teacher has a vested interest. The amount paid for jury duty or witness fees, if any, shall be deducted from the teacher's regular pay. Verification of the amount received for jury duty or witness fees must be provided.

(b) **Curriculum:** A teacher may be granted temporary leave to participate in the development of a school project within the school system (for example, working as a committee member during the school day).

(c) **Joint Study:** A teacher may be granted temporary leave to work on a committee jointly sponsored by the Board and the UTW.

(d) **Professional:** A teacher may be granted temporary leave to pursue professionally related activities.

(e) **Instruction:** A teacher may be granted temporary leave to supervise a group of pupils.

(f) **Visitation:** A teacher may be granted temporary leave to consult with and/or observe for professional purposes a person or school.

(g) **School Business:** A teacher may be granted temporary leave to conduct business for the school system at the direction of the Superintendent.

(h) **Natural Disaster:** A teacher may be granted temporary leave in the event of a tornado, flood, and/or fire as determined by the Human Resources Division, and after the teacher has used all personal leave.

**Paragraph 3: Other Temporary Leaves:** The Superintendent or a delegated authority may authorize temporary leave for any other purpose not expressly identified above. Such authorization shall specify the temporary leave as chargeable or nonchargeable.

## **Section B: Extended Leaves**

**Paragraph 1:** Teachers are entitled, subject to administrative approval, to extended leaves for study, foreign travel, foreign teaching, exchange teaching, health, illness of spouse, child, or parent, maternity, paternity, adoption, military service, campaigning for or serving in a public office, professional activities and professionally related employment. Such extended leaves shall normally be for one (1) semester or one (1) year. An extended leave may be lengthened to include a second year under the same provisions which applied to the first year of extended leave. No extended leave shall be considered a termination of employment.

## **Paragraph 2: General Provisions**

A teacher shall:

(a) Have completed his/her probationary period before being eligible for extended leave. Application for extended leave may be made during the last semester of the probationary period or thereafter.

(b) Receive no salary or benefits from Unified School District 259 when he/she is on extended leave.

(c) Receive full credit for teaching experiences while on extended leave for:

(1) Study when enrolled for the period of leave in at least the equivalent of a minimum full load of course requirements in an academic institution.

(2) Military service, as required by federal or state law.

(3) Professionally related employment.

(4) Foreign teaching or exchange teaching.

(5) Campaigning for or serving in a public office as an elected official.

(6) Professional activities (for example, as an employee or officer of a local, state or national professional organization, or as a volunteer in VISTA or Peace Corps).

(d) Receive no credit for teaching experience while on extended leave for reasons of health, illness of spouse, child, or parent, maternity, paternity, adoption, or foreign travel.

(e) Be subject upon his/her return from extended leave to any general salary reductions which may be ordered by the Board.

(f) Retain during the extended leave, current status if applicable to the Wichita Supplemental Annuity Plan.

(g) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of extended leave.

(h) Be permitted to retain membership, during extended leave, in the Board provided health coverage plan. However, arrangements for payment of premiums must be made in advance with the Risk Management Office and the Board shall make no contribution.

(i) Be reassigned in a position which is at least comparable to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of a school year, the effective date of return shall be subject to a vacancy for which the teacher on leave is qualified. If the date of return from extended leave is the beginning of a school year, the assignment shall be assured, provided the teacher notifies the Human Resources Division on or before April 15 of his/her intention to return. On or before March 15 the Human Resources Division shall make reasonable attempts to notify each teacher on leave of this provision.

(j) Prior to resuming duties on return from an extended leave for maternity or health, present to the Human Resources Division a statement from a physician that the teacher is physically able to resume normal duties required of his/her assignment. If requested by the Human Resources Division, confirmation of the physician's statement by another physician selected by the Board may be required at the expense of the Board. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom. Maternity leave without pay shall extend for a reasonable period of time subject to (i).

**Paragraph 3: Other Extended Leaves** The Superintendent may authorize, subject to the approval of the Board, an extended leave for any other purpose not expressly identified above.

#### **Paragraph 4: Application**

(a) Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before April 15. Applications for extended leaves which are to be effective at a time other than at the beginning of a school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, teachers shall still receive consideration of their application and extended leaves may be granted except where such leave would work a hardship on the school system.

(b) A physical examination and/or statement from a medical doctor may be required of any teacher making an application for an extended leave for health. In the case of maternity, such statement shall include the anticipated birth date of the child.

(c) Teachers shall make application for extended leaves on forms provided by the Human Resources Division.

**Paragraph 5: Notification for Leaves:** In the case of leave for maternity, elective surgery, or other condition of health which may require an extended period of absence from the job, the teacher shall notify her/his immediate supervisor as soon as possible after becoming aware of the condition.

### **Section C: Sabbatical Leaves Paragraph 1: Purpose**

In order to provide opportunities for professional improvement, sabbatical leaves are available to teachers for formal, full-time study at a college or university.

#### **Paragraph 2: Eligibility**

(a) An applicant must have performed seven (7) school years of continuous service in Unified School District 259 immediately prior to the commencement of the proposed sabbatical leave. The continuity of service is not interrupted by an extended leave of up to one (1) year. However, time during such leave shall not be counted toward the required seven (7) years and at least two (2) of the seven years must have been performed after the latest extended leave. The continuity of service is interrupted by any extended leave or leaves which total in excess of one (1) year.

(b) Applicants shall not have received sabbatical leave during the seven (7) years immediately preceding the application.

(c) Each applicant must sign a statement of intent to return to service in Unified School District 259 immediately upon termination of sabbatical leave.

(d) Each applicant must sign a commitment to repay the amount paid during the sabbatical leave on a prorated basis in the event the teacher fails to return to Unified School District 259 and perform assigned services under a contract of employment for a period of one (1) year after return from sabbatical leave.

#### **Paragraph 3: Application**

(a) Applications shall be made to the Chairperson of the Committee for Sabbatical Leave on or before the annual deadline dates established by the said committee.

(b) The application shall present the applicant's plans for the sabbatical leave and such other information as the committee deems advisable.

#### **Paragraph 4: Selection**

- (a) The Committee for Sabbatical Leave shall consist of two members appointed by the Superintendent, two members appointed by United Teachers of Wichita, and the Assistant Superintendent of Human Resources, who will chair the committee.
- (b) The committee will prepare a priority listing of eligible applicants and recommend teachers for sabbatical leave appointments. The committee shall judge the quality of the applications and recommend no more than five (5) teachers per contract year.
- (c) Consideration shall be given to:
  - (1) Assured eligibility.
  - (2) The potential contribution to the applicant's professional growth.
  - (3) The applicant's prior contribution to the school district, potential for future leadership, or for improvement of classroom instruction.
  - (4) Evidence of professional growth.
  - (5) Any other pertinent factors as established by the committee.
- (d) The priority listing of applicants for sabbatical leave shall be submitted to the Board for approval.

**Paragraph 5: Compensation** While on sabbatical leave, the teacher shall be paid according to the base contract salary which would have been earned had the teacher not been on leave. Payment for a semester's sabbatical leave shall equal 100 percent of the semester's base contract salary, and payment for a year's sabbatical leave shall equal 50 percent of a year's base contract salary.

#### **Paragraph 6: General Provisions**

A teacher shall:

- (a) Receive full credit for system experience while on sabbatical leave.
- (b) Be subject upon return from sabbatical leave to any general salary reductions which may be ordered by the Board.
- (c) Retain during the sabbatical leave current status if applicable in the Wichita Supplemental Annuity Plan.
- (d) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of the sabbatical leave.
- (e) Maintain all rights accruing under Kansas Public Employees Retirement System, if any.
- (f) Be permitted to retain the health coverage benefit as set forth in the Teacher Benefits Article.

- (g) Retain group term life coverage.
- (h) Retain disability income protection coverage.
- (i) Upon completion of sabbatical leave, be reassigned in a position which is at least comparable to the one held when assuming sabbatical leave status, exclusive of supplemental assignments.
- (j) Be eligible for sabbatical leave for a semester or a year. A second year may be granted in special cases under the provisions in Section B of this Article.
- (k) Not deviate while on sabbatical leave from his/ her approved plan except with the written permission of the Committee for Sabbatical Leave.

#### **Section D: Family and Medical Leave**

**Paragraph 1:** The Board shall comply with the Family and Medical Leave Act of 1993 or as subsequently amended.

### **ARTICLE XI: TEACHER USE OF FACILITIES**

#### **Section A: Building Paragraph 1: Meetings**

Teachers have the right to reasonable use of building facilities for meetings at reasonable times and hours when such buildings are open and the operating staff is on duty.

**Paragraph 2: Instruction Preparation** Teachers shall have reasonable access to classrooms, equipment, or appropriate offices for instructional purposes or for instructional preparation.

#### **Section B: Equipment**

**Paragraph 1:** When not otherwise in use, teachers may make reasonable use of office equipment (not including supplies) located anywhere in the building of their assignment(s). Such equipment shall not be removed from the building except with advance written approval of the building principal. If the equipment is removed from the building for personal use, the teacher shall sign a commitment to reimburse the Board for any loss of or damage to such equipment, less depreciation and allowance for normal wear and tear.

#### **Section C: Announcements**

**Paragraph 1:** Teachers have the right to request the placement of items in daily bulletins and reasonable use of intercom equipment.

#### **Section D: Procedures**

**Paragraph 1:** Such use as referred to in Sections A, B, and C shall be arranged and approved through the building principal or his/her administrative representative. Such use shall not be unreasonably withheld.

**Paragraph 2:** If a teacher's request for use of building facilities, classrooms, offices, office equipment or to make announcements is denied, the teacher shall, upon request, be entitled to an explanation from the principal or his/ her administrative representative.

### **Section E: Posting Materials**

**Paragraph 1:** Subject to reasonable regulation by the School Building Committee, teachers have the right to post items on faculty bulletin boards and to place items in teachers' boxes. A copy of any duplicated material placed in teachers' boxes shall be furnished to the building principal no later than the time of distribution.

**Paragraph 2:** Materials which propose or promote any action by a teacher or group of teachers to violate any term of this agreement or any Board or administrative policy, rule, regulation, or directive shall not be placed in teachers' boxes or on faculty bulletin boards.

## **ARTICLE XII: PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

### **Section A: General**

**Paragraph 1:** The teacher, as a member of the teaching profession, has certain rights, privileges and prerogatives. The Board so recognizes the teacher as a professional person and, when it employs him/her, it does so with the express intent of honoring these rights, privileges and prerogatives. Correspondingly, when the teacher accepts employment by the Board, he/she does so with the intent of fulfilling his/her professional and contractual responsibilities.

**Paragraph 2:** As a professional, a teacher is frequently called upon to employ his/her own judgment with regard to his/her actions. In doing so, the teacher must bear the responsibility of his/her decisions. In the area of the exercise of his/her professional rights, the teacher's judgment must be relied upon in the general course, but is subject to review in accordance with provisions established by contractual agreement or law.

### **Section B: Rights and Responsibilities Paragraph 1: Discussion of School Policies**

Teachers have the right to express opinions on school policies and conditions, make declarations, and vote on issues. Teachers are free to dissent from the views of other teachers, if they are so inclined. No reprisals shall be made as a result of such dissent. Teachers have the right to meet privately and to disseminate their views either as individuals or groups.

**Paragraph 2: Organizational Activities** Teachers have the right to join and participate in lawful activities of their own choosing.

**Paragraph 3: Political Activity** Each teacher is free to exercise rights and fulfill responsibilities as a citizen by participating in political activity, attending functions of political parties, belonging to the party of choice, seeking support in the community on political issues, becoming a candidate for public office and holding such office. The teacher's political activity, however, must not compromise professional integrity. The teacher must not misuse his/her professional position to pervert academic freedom in the interests of personal political beliefs or ambitions or those of a political group. A teacher shall not in the course of employment or by virtue of his/her professional contact with pupils use pupils to influence or attempt to influence a partisan political election or other election for public office.

**Paragraph 4: Individual and Personal Rights** The teacher's individual and personal rights outside the academic setting are no less than those of other citizens. Each teacher has the right to conduct himself/herself outside the academic setting as he/she sees fit unless it can be shown that the teacher's behavior is affecting his/her professional performance in a demonstrably deleterious manner. Teachers will project a positive professional image while dressing in an appropriate manner as determined by the teacher. However, his/her appearance shall not adversely affect his/her professional performance.

**Paragraph 5: Curriculum and Materials** While the groups of teachers must develop through professional agreement, subject to approval of the Board, the objectives, content, and methods of the curriculum, the individual classroom teacher shall exercise professional judgment in their implementation and in the selection of supplementary materials within the guidelines established by professional groups.

**Paragraph 6: Space and Facilities** The fulfillment of the responsibilities of this contract requires that the teacher undertake certain tasks such as planning, grading, telephone conferences and, when the teacher deems it necessary, the undertaking of activities which promote professional growth. The teacher is expected to perform certain of these tasks off school premises.

### **Section C: Nondelegable Board Power**

**Paragraph 1:** Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board. Grievances regarding this Article shall not be presented to arbitration without the consent of the Superintendent or designee.

## **ARTICLE XIII: ACADEMIC FREEDOM**

### **Section A: Academic Freedom**

**Paragraph 1:** It is the mutual desire of the Board and of the teachers to create and maintain in the school system a climate in which teachers are free to teach and pupils are free to learn at their levels of comprehension; a climate conducive to open inquiry and responsible discussion of any and all topics related to the development of mankind ethically, culturally and physically, including views and expressions on these and other topics which may be unorthodox or unpopular.

**Paragraph 2:** In order to assure the general continuity, scope, and sequence of the curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with district curricular objectives of the course and the campus improvement plan.

**Paragraph 3:** A teacher must be allowed to exercise academic freedom in a continuous effort to accomplish the mission of the school system. Major goals of the school system are to develop learning skills; to develop a free, reasoning individual who can think independently, who can recognize basic values and understand the fundamental ideas not only of his/her own but other cultures as well; and to ensure all students learn the skills and acquire the knowledge necessary for success at continuing stages of their lives in an environment where diversity is valued.

**Paragraph 4:** The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil. Academic freedom further implies that a teacher will teach with a scrupulous regard for honesty and accuracy, without distortion or falsification.

**Paragraph 5:** Academic freedom guaranteed herein requires strict adherence to professional ethics. It also requires the teacher to evaluate his/her instruction in a continual effort to meet the highest standards set forth by the teaching profession.

### **Section B: Instructional Materials**

**Paragraph 1:** In selecting instructional materials, teachers must consider the learning media to be employed, the substantive manner in which the materials may contribute to the education of the pupil, their aesthetic values, appropriateness to the curriculum and adaptability both in structure and content for a particular individual or groups of pupils, and shall not be restricted beyond these considerations.

**Paragraph 2:** The teacher must be free to recommend for individual study any instructional material which he/ she believes will have educational significance for an individual pupil, and must also be free to discuss with a pupil any instructional material that the pupil reads, views or hears, whether the teacher has recommended it or whether the pupil has discovered it for himself/ herself.

### **Section C: Outside Speakers**

**Paragraph 1:** The teacher must be free to invite and utilize the services of outside speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of pupils.

### **Section D: Professional Review**

**Paragraph 1:** A Professional Board of Review shall consist of a representative group of twelve (12) teachers employed by the school system and three (3) representatives of the Wichita educational community. This Professional Board of Review shall be appointed by the Superintendent from a list of candidates submitted by the UTW in August of each year or as soon thereafter as possible. Throughout the school year, the UTW shall maintain a list of fifteen (15) names from which the Superintendent shall fill vacancies as they occur. This Professional Board of Review shall establish written rules and procedures for the conduct of its business.

**Paragraph 2:** All decisions rendered on the application of any of the provisions of Sections A, B, and C of this Article in a specific situation shall be made by this Professional Board of Review. It will accept problems, complaints and requests for guidance from teachers and citizens and, after giving all interested parties an opportunity to present their viewpoints, shall render a judgment in accordance with this Article and the Code of Ethics of the Education Profession. Such judgment shall be final and binding upon all teachers involved in the specific situation. However, the decision of a teacher shall not be overruled or stayed pending such judgment by the Professional Board of Review.

### **Section E: Nondelegable Board Power**

**Paragraph 1:** Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board. Grievances regarding this Article shall not be presented to arbitration without the consent of the Superintendent or designee.

## **ARTICLE XIV: TEACHER FILES**

### **Section A: Teacher Files**

**Paragraph 1:** All material obtained during the period of employment and placed in the teacher's file shall be available for inspection by the teacher at mutually agreeable times and in the presence of a person authorized to show the files. The teacher may obtain, upon request, a copy of such material. The teacher's official file in Human Resources is a confidential file with limited access. Access will be provided only to the teacher, his/her supervisor, and others with a demonstrated need to view the file as determined by the Assistant Superintendent of Human Resources or

designee. At the teacher's request, a person of his/her choosing may accompany the teacher for the inspection.

**Paragraph 2:** The phrase, teacher's file, as used in this Article shall be construed to include all information in the personnel database pertaining to the teacher.

**Paragraph 3:** The teacher shall be given a copy within five (5) contract days of any Personnel Conference Summary concerning the teacher whether or not it is placed in the teacher's file.

**Paragraph 4:** Confidential material received by the administration prior to employment and in employment processing, and confidential references or evaluations obtained from professional educators and educational institutions outside the school system subsequent to employment shall be exempted from inspection. However, the teacher shall be provided a list of such items upon request, including the source of such items.

**Paragraph 5:** Before any material, other than that specified in Paragraph 4 above, of a derogatory nature is placed in a teacher's file, such material shall be discussed with the teacher.

**Paragraph 6:** The teacher shall have the right to answer any material filed which is subject to inspection. Such answer shall be submitted to the Human Resources Division within ten (10) contract days of the date that the teacher first received a copy of the material being answered. Such answer shall be affixed to the material and placed with it in the teacher's file.

**Paragraph 7:** The teacher may request a personnel administrator to remove any evaluative or disciplinary material more than three (3) years old from the teacher's file. Such request may or may not be granted. The decision of the personnel administrator shall be final. The Human Resources Division shall keep a record of the requests made and of the disposition of each request.

**Paragraph 8:** Only the teacher's SQIS information may follow the teacher to a new building assignment.

## **ARTICLE XV: STAFF QUALITY IMPROVEMENT SYSTEM**

### **Section A: General**

**Paragraph 1:** (a) For the 2009-2010 school year, the Staff Quality Improvement System as set forth in this Article XV shall apply to all teachers except first year teachers to the District and teachers who volunteer to participate in the pilot teacher evaluation program as established by that certain memorandum of agreement between the District and UTW that is entitled "Memorandum of Understanding - Teacher Evaluation Pilot Program," which agreement shall become effective as of the date this 2009-2011 Teacher Employment Agreement is approved by the Board and ratified by members of UTW and shall terminate on July 31, 2011. First year teachers and teachers who

volunteer to participate shall be subject to and shall comply with the pilot teacher evaluation program.

(b) For the 2010-2011 school year, the Staff Quality Improvement System as set forth in this Article XV shall apply to all teachers except those teachers who are designated to be subject to the pilot teacher evaluation program as established by the Memorandum of Understanding - Teacher Evaluation Pilot Program. Those teachers shall be subject to and comply with the pilot teacher evaluation program.

(c) The Staff Quality Improvement System shall be a systematic and continuous process. The process shall focus on self-development and professional growth and shall not be construed as an act of discipline. The goal of the Staff Quality Improvement System shall be to improve the quality of instruction in a way that is consistent with the district's strategic beliefs and mission, the district strategic plan, and the individual campus improvement plans and mission statements. The Board and the UTW shall cooperate to establish appropriate inservice activities.

**Paragraph 2:** The foundation for the Staff Quality Improvement System shall contain, but not be limited to, the following:

- (a) Setting realistic and meaningful goals.
- (b) Identifying opportunities for professional growth.
- (c) Identifying strategies for professional growth.
- (d) Providing resources for professional growth.

**Paragraph 3:** This system shall be implemented in a way that:

- (a) Supports all organizational goals
- (b) Promotes systems and processes improvement
- (c) Encourages risk taking, mutual trust, and support
- (d) Promotes collaborative input and goal setting
- (e) Is flexible and fosters continuous professional growth
- (f) Provides a variety of information gathering tools and supporting documentation
- (g) Structures time for effective communication, implementation, and feedback

so that student learning and teacher job satisfaction are continually increased.

**Paragraph 4:** Only an alleged abuse of this process shall be subject to the grievance procedure. The feedback and recommendations are not grievable. Disputes regarding this process will be reviewed by the Superintendent or designee and the UTW President or designee.

**Paragraph 5:** Teachers shall undergo a medical evaluation if so requested or directed by the Superintendent or designee. Such teachers shall be given the reason(s) for the referral directive. The costs of any such medical evaluation shall be paid by the Board.

**Paragraph 6:** The administrative staff shall provide information and discuss the Staff Quality Improvement System at a building staff meeting early in each school year. Time will be provided for teachers to review their progress in the Staff Quality Improvement System as part of the campus improvement plan.

**Paragraph 7:** The Staff Quality Improvement System forms adopted by the Board shall be used and kept in the teacher's file at the base site.

**Paragraph 8:** The supervisor and teacher(s) shall sign the Staff Quality Improvement System form as an acknowledgment of its existence.

**Paragraph 9:** Teachers shall not be monitored by intercom or other mechanical devices without their knowledge or permission.

## **Section B: System Highlights**

**Paragraph 1:** The Staff Quality Improvement System is comprised of three major components:

- (a) A continuous growth plan which shall apply to all teachers.
- (b) An orientation phase which shall pertain to probationary teachers.
- (c) A plan of assistance phase which shall apply to any teacher who has completed his/her second year of teaching or beyond and who may need extraordinary assistance to accomplish the level of success which will enable him/her to continue employment within the district.

## **Section C: Continuous Growth Plan**

**Paragraph 1:** Continuous growth is an ongoing process which encourages professional growth for all teachers. Its purpose is to assure quality service and support. This shall be accomplished through systems review, growth plans and staff development. The growth plan has five parts including a feedback loop, growth goals, focused staff support, a professional support file, and staff development.

**Paragraph 2: Feedback Loop (Plan-Do-Study-Act)** Feedback loop is a process in which people seek information about customer needs and expectations, make a plan with the customer to meet these needs and expectations, ask for feedback from the customer as to whether the plan is

working, and then revise the plan as needed. The feedback loop is integrated throughout the growth process and is designed to:

- (a) Determine and consider internal and external customer needs and expectations.
- (b) Collect feedback information through techniques such as:
  - (1) Internal and external customer surveys.
  - (2) Sharing data with teachers for the purpose of planned improvement of the system.
  - (3) Assessing the growth of the system rather than measuring individual performance (re: goal alignment).

**Paragraph 3: Growth Goals** Growth Goals are specifically developed to enhance continuous improvement of the system. Each teacher shall have the final decision in developing an individual plan with specific goals, including the number and content of specific goals, subject to the goals being tied to the organizational goals. This plan is generated to enhance professional development with a support team. The support team includes the teacher and the teacher's supervisor and may, as appropriate, include other staff members chosen by the teacher who shall be appropriate to selected goals. The leader of the team shall be the teacher. The responsibility of the team is to help develop and support the growth goals and assist in assessing progress which may include an occasional review by the team. The plan includes growth goals which have an estimated time frame for completion and suggested activities. The teacher shall report progress on goals to the teacher's supervisor. The method of reporting progress on goals shall be mutually agreed to by the team. The teacher or the teacher's supervisor shall have the right to seek a review of the method of reporting agreed to by the team under Section A, Paragraph 4 of this Article if the teacher or the teacher's supervisor disagrees with the method of reporting selected by the team. The growth plan should be submitted to the supervisor by the end of September or within thirty (30) days of returning to work. A teacher returning at any time other than the start of the school year, or who has a change in assignment, shall submit a growth plan within thirty (30) days. Those teachers assigned to more than one building shall coordinate their growth goals with the supervisor at their base school. For self-review, teachers keep documentation that illustrates progress toward goals. (See Professional Support File)

**Paragraph 4: Focused Staff Support** Focused Staff Support is a voluntary, intensive system of support made available directly to individual teachers or teams. Its purpose is to:

- (a) Provide assistance only on the request of the teacher or team.
- (b) Provide assistance in terms of the teacher's or team's needs, expectations, goals and objectives.
- (c) Act as a support and resource for the professional growth of teachers or teams helping them to develop skills to meet customer needs and expectations.

- (d) Respect the teacher's autonomy while encouraging collegial relationships.
- (e) Utilize existing support systems.

**Paragraph 5: Professional Support File**

The Professional Support File is a collection of selected individual work samples that demonstrate the teacher's efforts and progress toward growth goals. The professional support file belongs to the teacher who created it and will be kept by that teacher who shall have the final decision regarding content of the professional file. Quality, not quantity, is emphasized. Examples that might be included in a professional support file are:

- (a) Verbal and written feedback from customers/colleagues regarding service.
- (b) Reports or documents that support progress toward goals.
- (c) Video or audio taping of activities.
- (d) Publications/research/improvement team results.
- (e) A reflective journal.
- (f) Staff development activities.
- (g) Examples of situations in which teaming with others helped to make improvements.

**Paragraph 6: Staff Development** Staff development consists of a variety of methods for individual teachers and groups to grow professionally. Staff development is intended to:

- (a) Help meet teacher growth goals and address customer/ colleague needs.
- (b) Include inservices, workshop seminars, conferences, study groups, independent study, action research, applied training and leadership planning and other strategies as appropriate.
- (c) Provide time for thinking and reflecting; not just learning techniques, skills, and practices.

**Paragraph 7: Professional Development Council** UTW shall oversee the selection of the teacher members in the Professional Development Council. The Professional Development Council shall ensure that inservice points are awarded in accordance with state regulations. For purposes of renewing a certificate or license, the Professional Development Council, in accordance with state law and regulations, shall not impose a limit on the number of professional development points that may be earned so long as such is required by state law and regulations.

**Section D: Orientation Phase (For probationary teachers)**

**Paragraph 1:** Orientation emphasizes initial employment, referred to as probationary and nontenured status, and includes two parts: mentoring and required staff development. The

orientation phase is the set of processes and procedures which are provided to assist new employees in becoming successful members of the Wichita Public Schools, Unified School District 259.

**Paragraph 2: Mentoring** Mentoring is the systematic provision of a counselor or guide for newly hired personnel. The values of mentoring include the opportunity to build relationships among professionals and the development of a shared language and a set of common understanding necessary for acclimating and orienting new teachers to the Wichita Public Schools procedures and practices.

(a) Work sites will also provide a mentor for each new teacher. The mentor and new teacher could involve other personnel as needed to assist in activities. Up to seven hours of release time annually may be needed in the orientation component. The mentor must agree to accept the mentoring responsibility and receive training.

(b) The mentor will have frequent communication with the new teacher and firsthand knowledge of the teacher's job performance during the orientation period. The frequency of interactions may decrease but mentoring should continue to be available for the orientation period.

(c) New teachers will be asked to keep a personal journal of questions, concerns, successes, and feelings to discuss with the mentor at their meetings. The personal journal belongs to the teacher who created it and will be kept by that teacher. These reflections could drive what resources are needed to assist the new teacher.

(d) Areas of support could include:

- (1) Systems information--giving information related to procedures, guidelines, and expectations.
- (2) Resources--collecting, disseminating or locating materials or other resources.
- (3) Professional information--giving information strategies related to the new teacher's role.
- (4) Emotional support--through listening empathetically and sharing experiences.
- (5) Advice on scheduling and planning.
- (6) Advice on working with internal and external customers.
- (7) Co-facilitation of improvement planning, conferences, staffings, staff development activities and job shadowing experiences.
- (8) Participation in the development of the new teacher's professional growth plan. Outcomes from the first year's experiences would be important factors in setting up the goals for the following school year.

(e) The supervisor, in collaboration with the new teacher, is responsible for identifying the mentor. The supervisor is responsible for having firsthand knowledge of the teacher's performance during the orientation period.

**Paragraph 3: Required Staff Development** There are a number of staff development topics that are required of members of the Wichita Public Schools such as Diversity, Asbestos, Bloodborne Pathogens, Reporting Suspected Child Abuse, Drug Free Workplace, and Sexual Harassment.

### **Section E: Plan of Assistance (For tenured teachers and beyond)**

**Paragraph 1:** The entire professional growth process is designed to be beneficial to the teacher and the organization in order to best meet the needs of customers. Through the Continuous Growth Plan, each teacher continues to receive support and assistance throughout his or her career. The Plan of Assistance is designed to be helpful. It is initiated when other means of the assistive process have not been successful and the supervisor determines that the teacher needs additional assistance and support to maintain or achieve an acceptable level of performance. An analysis will be completed by the teacher, supervisor, and possible other resources to determine if the concern(s) are related to the system, personal-life situations, a need for training, skill development, or other reasons. The supervisor and teacher will develop the plan of assistance. The plan includes:

- (a) Statement or definition of concern(s).
- (b) Measurable expectation(s) for acceptable performance.
- (c) Individualized plan for improvement.
- (d) Resources to be committed by employer and teacher such as personalized staff development, correspondence, etc.
- (e) Specific timelines with scheduled review dates and recommended progress checks on six- to nine-week intervals.
- (f) Assessment of progress: re-enter the Continuous Plan, continue the Plan of Assistance with adjustments/ modifications, or move into the termination process.

**Paragraph 2:** The supervisor reviews the teacher's performance through the Plan of Assistance to determine the extent of improvement. Upon completion of this Plan, the supervisor recommends that the teacher reenters the Continuous Growth Plan, continues the Plan of Assistance, or moves into the termination process. In summary, the Plan of Assistance is designed to provide a structured format to identify concern(s), develop a plan of action to address the concern(s), motivate and provide assistance and feedback on activities, and assist the teacher toward the professional growth cycle or career change.

### **Section F: Continuous Improvement**

**Paragraph 1:** The Staff Quality Improvement System will be reviewed annually to determine if the processes and procedures are meeting the guiding principles in Section A of this Article and the

needs and expectations of system customers. Improvements will be based on customer feedback. The Staff Quality Improvement System Committee shall continue to function as part of the annual review process. The Staff Quality Improvement System Committee shall be comprised of equal numbers of persons appointed by SEIU, persons appointed by UTW and persons appointed by the Superintendent. A UTW member shall serve as chair or co-chair of the committee. Release time shall be provided to all committee members.

### **Section G: Peer Consultant Program**

**Paragraph 1:** The Peer Consultant Program represents collaboration between the Wichita Public Schools and the United Teachers of Wichita to provide assistance to new teachers in the district. The primary goal of the program is to provide help to teachers entering the profession to move their performance to a level of quality that provides success for all students.

**Paragraph 2:** There shall be a Governing Board that will consist of four (4) members selected by UTW and three (3) members selected by the Superintendent or designee. In addition, there will be two (2) alternates selected: one by UTW and one by the Superintendent or designee. The Governing Board will determine all specific details of the program and generally manage the program. The Governing Board will be co-chaired by one UTW representative and one member selected by the Superintendent or designee. A minimum of five (5) votes shall be necessary for the Board to make decisions.

**Paragraph 3:** There shall be at least four (4) consulting teachers for the 2009-2010 and the 2010-2011 school years. The Governing Board shall select the consultants. Selected teachers will demonstrate outstanding classroom teaching ability, be skilled in written and oral communication, and possess the ability to work cooperatively and confidentially with others. Each consulting teacher shall be a current classroom teacher with a minimum of five (5) years in USD 259. The consulting teacher will serve a one-year term with the possibility of serving three consecutive years unless another arrangement is agreed to by the Peer Consultant Governing Board. The Governing Board will conduct an annual review of each consulting teacher. The consulting teachers will serve in this capacity on a full-time basis with addendum days.

**Paragraph 4:** Each consulting teacher will be expected to serve no more than fifteen (15) new teachers. The Governing Board may adjust the number after discussions with the consulting teacher. Consulting teachers will assist in new staff orientation, workshops, and graduate level course work as deemed appropriate by the Governing Board.

## **ARTICLE XVI: SCHOOL BUILDING COMMITTEE**

### **Section A: Purpose**

**Paragraph 1:** The purpose of the School Building Committee shall be to identify problems at the building level and to work in an advisory capacity to the principal toward acceptable solutions. The School Building Committee shall involve itself in:

- (a) Problems relating to rules, procedures, policies, safety and security of pupils and teachers within the building, and any other matters pertaining to the operation of the school.
- (b) The planning, implementation, and evaluation of authorized building-based inservice programs.
- (c) Planning for those meetings involving pupils, parents, and community patrons.
- (d) The use of building staff allocation and scheduling.
- (e) Discussions and recommendations for revisions to the school discipline plan prior to its adoption and publication by the building principal.

### **Section B: Organization**

**Paragraph 1:** A School Building Committee shall be organized at each school attendance center as designated by this Article.

**Paragraph 2:** Membership of the School Building Committee shall consist of the following:

- (a) Chairperson
  - (1) The UTW Professional Representative (Pro Rep) or his/her designee shall serve as chairperson.
  - (2) If the Pro Rep/designee declines to be chairperson, the committee shall elect a chairperson.
- (b) The principal
- (c) Teachers elected by and from the teachers based at the building
  - (1) The number of committee members, in addition to the chairperson, principal and the classified member, shall be based on the following school enrollment:

<b>Number of Enrollment</b>	<b>Members</b>
400 or fewer	3
401 to 800	5
801 to 1200	7

1201 to 1600	9
1601 to 2000	11
2001 or more	13

(d) At least one teacher who is a member of the School Building Committee shall be appointed by the building principal to serve on the site council.

**Paragraph 3:** Election of the School Building Committee shall be as follows:

- (a) The election shall be conducted by the UTW or its designee prior to September 10 of each year.
- (b) All teachers assigned to the building shall be eligible to vote.
- (c) The elected members shall serve until a new committee is elected the following year.
- (d) One classified staff member shall be elected to serve on the committee and will be elected by the classified members assigned to the building.

**Paragraph 4:** Committee members shall be reported by September 20 of each year by the chairperson to the UTW.

**Section C: Bylaws**

**Paragraph 1:** Each School Building Committee shall annually adopt its own bylaws subject to ratification by the teachers based at the building. Such bylaws shall include, but not be limited to:

- (a) A procedure for nomination of committee members.
- (b) A procedure for election of committee members by secret ballot before September 10 of each year.
- (c) A procedure for the selection of officers other than the chairperson.
- (d) A procedure for filling committee vacancies.
- (e) A procedure for calling meetings, which shall be held at least once a month during the school year.
- (f) A procedure for setting of an agenda.
- (g) A procedure for notifying teachers of building meetings, place, date and agenda.
- (h) Provisions for school patrons, including pupils, or other citizens residing in the school attendance area to suggest items for the agenda and, subject to reasonable regulations of the committee, to meet with the committee to discuss items of concern.

(i) A procedure for distributing minutes following each meeting.

**Paragraph 2:** The current bylaws adopted by the School Building Committee and ratified by the teachers shall be filed with the UTW.

#### **Section D: General Rules**

**Paragraph 1:** Any teacher may submit to any committee member in the building, a written statement, signed or unsigned, of a problem for consideration by the committee, which shall be placed on the agenda for the next meeting.

**Paragraph 2:** Any item may be placed on the agenda by any committee member, including informal requests by another teacher.

**Paragraph 3:** Individual teachers may have a hearing before an ad hoc subcommittee of his/her choice for data input prior to consideration of a regular School Building Committee meeting.

**Paragraph 4:** The principal may provide the School Building Committee with secretarial services as may be available and agreed upon by the principal and the committee.

**Paragraph 5:** All School Building Committee meetings shall be open to teachers of the building.

**Paragraph 6:** No provision of this Article is to be interpreted in a fashion that would abridge the rights of any individual as established in this agreement or the statutory rights or responsibilities of the Superintendent or the Board.

**Paragraph 7:** The principal shall provide reports to the School Building Committee upon request regarding the activities of any committee which is in part or wholly composed of teachers that is appointed by the principal and which does not deal with confidential matters.

#### **Section E: Teacher Governance Model**

**Paragraph 1:** The Board and UTW agree that the Teacher Governance Model which existed during the 2001-02 school year and first established in the 1992-93 school year may be an acceptable method of delivery of educational services upon meeting certain agreed upon criteria. This criteria would be similar to the criteria which existed during the 2001-02 school year. This criteria shall be determined no later than September 15 of each school year should there be a recommendation by either party to have a Teacher Governance school for the following school year.

**Paragraph 2:** The Board and the UTW agree to meet no later than October 15 of each year to determine the number of Teacher Governance schools for the following year.

**Paragraph 3:** Once established, a Teacher Governance Model school will be discontinued only in such circumstances that would cause a principal to be removed from that school or upon mutual agreement of the Board and UTW.

## **ARTICLE XVII: UTW RIGHTS**

### **Section A: Exclusive Rights Paragraph 1: Exclusive Recognition**

The Board recognizes the UTW for the purposes of negotiations as the exclusive representative of the teachers bargaining unit.

**Paragraph 2: Exclusive Representation** The UTW shall participate in negotiations with the Board as the exclusive representative of all teachers in the teachers bargaining unit.

**Paragraph 3: Exclusive Use of Temporary Leave For Negotiation Activities** Only teachers designated by the UTW shall be granted the use of temporary leave for the purpose of engaging in negotiations with the Board. Such leave shall be granted in accordance with the policy of the Board.

### **Section B: Non-Exclusive Rights Paragraph 1: Non-exclusive**

Nothing in this Section shall be construed to limit the Board from granting the same or similar rights to others.

**Paragraph 2: Use of Facilities** UTW shall have the rights afforded to teachers in Article XI, Section A, Paragraph 1, and Section C, Paragraph 1, subject to the procedures set forth in Section D. UTW shall have the rights afforded teachers in Article XI, Section E subject to the conditions set forth in said Section.

**Paragraph 3: Use of Cablevision Channels** UTW, subject to the following, shall have the right to use the Board's cable television channels. Such use shall be limited to presenting material of an educational nature and purpose and such use shall be approved, arranged, or denied through the Division Director of Marketing and Communications or designee. The decision to approve or deny material presented for broadcasting shall rest with the Division Director or designee at the Division Director's or designee's sole discretion. The Division Director or designee shall have the right to place time limits on material that is approved and to schedule the time such material is to be broadcasted. In no event will material be approved for broadcasting which, in the opinion of the Division Director or designee, would be damaging to the labor/management relationship. Decisions rendered by the Division Director or designee pursuant to this paragraph are not subject to the grievance procedure.

**Paragraph 4: Open Records** Upon written request from UTW, the Board shall provide UTW public information that is required to be disclosed under the Kansas Open Records Act. Such

information shall be furnished or made available within a reasonable time only in the form available. UTW shall not use such public information obtained from the Board for commercial purposes.

**Paragraph 5: UTW Access to Board Meetings** A place shall be reserved on the agenda of each regular meeting of the Board of Education for matters that the UTW wishes to present to the Board of Education.

**Paragraph 6: Temporary Leave** Teachers who are members of UTW, at the request of UTW, shall be granted leave to participate in certain UTW activities subject to and in accordance with policies of the board and administrative guidelines.

**Paragraph 7: Meetings** Meetings to exchange ideas, offer suggestions, discuss policies and other subjects of mutual interest between Board representatives and UTW and/or its representatives will be held at mutually agreeable times and places at the request of any of the above-named parties.

**Paragraph 8: E-Mail** The UTW president shall be provided the same access that teachers have away from school to Outlook or whatever other communications system the district may then be using, subject to the UTW President signing the same consent that teachers sign including signing any update thereto and subject to the President complying with all district rules and policies regarding use of the district communications system.

## **ARTICLE XVIII: REDUCTION AND RECALL**

### **Section A: General**

**Paragraph 1:** The teaching staff may be reduced by layoff at the discretion of the Board.

**Paragraph 2:** The greatest possible reduction in teaching staff shall be accomplished through attrition.

**Paragraph 3:** The reduction may be applied to all teachers or to only some group or groups thereof. The reduction shall be applied to the largest group or groups of teachers which may be reasonably considered. The Superintendent, subject to Board approval and after consultation with the UTW President, shall determine the group or groups of teachers from which the reduction shall be made.

### **Section B: Selection**

**Paragraph 1:** Within each specified group, teachers shall be selected by the Human Resources Division for layoff in the following order:

(a) Teachers whose positions have been eliminated and who are not qualified to fill any vacant teaching position.

(b) Probationary teachers.

(c) Nonprobationary teachers who are on a disciplinary Plan of Assistance.

**Paragraph 2:** Within each subparagraph above, if two or more teachers are otherwise equally eligible for selection, teachers with shorter lengths of current employment will be selected before those with longer lengths. If two or more teachers remain equally eligible for selection, the order of selection of those teachers shall be decided through applying unbiased procedures developed and directed by the Human Resources Division.

**Paragraph 3:** Length of current employment shall be based on the date of employment specified by the Personnel database.

**Paragraph 4:** Only those assessments forwarded to the Human Resources Division prior to an earlier date specified by the Superintendent will be considered in the implementation of this Article.

**Paragraph 5:** Any individual(s) within a specified group who is on or has requested an extended leave or sabbatical shall be eligible for selection for layoff under the conditions set forth herein.

**Paragraph 6:** As teachers are selected for layoff, their names shall be placed on a list in the order of their selection. A copy of the list shall be given to the UTW in a timely manner. If the UTW does not object in writing to the order of selection within five (5) days of receipt of the list, the list shall be final. If the UTW objects in writing to the order of selection within five (5) days of receipt of the list, said objection shall be in the form of a grievance initially filed at Level Two of the Grievance Procedure and shall be processed accordingly.

### **Section C: Notice**

**Paragraph 1:** Any teacher who is to be recommended for layoff shall be notified in writing at least thirty (30) days prior to the proposed effective date of such layoff and a copy of the notice shall be given to the UTW. Such notice shall include:

(a) The basis for the initial decision for teaching staff reduction.

(b) The reason(s) for the selection of the individual teacher.

(c) A copy of this Article.

(d) Notice to the individual teacher of an opportunity to respond.

## **Section D: Rights**

**Paragraph 1:** After implementing such a reduction procedure, the list of names of laid off teachers shall be maintained for two (2) years.

**Paragraph 2:** Any teacher who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law or by this agreement.

**Paragraph 3:** Any teacher who has been so laid off may retain membership in the Board provided health coverage plan. However, the Board shall make no contribution and the teacher must make advance arrangements for payment of premiums with the Business/Financial Services Division.

**Paragraph 4:** It is the responsibility of the listed laid off teachers to keep the Human Resources Division informed of their current address and any changes in teaching qualifications.

**Paragraph 5:** If a teacher vacancy occurs within two (2) years for which any teacher named on the list qualifies, the position shall be offered to the teacher whose name was most recently placed on the list and who meets the qualifications of the position as stated on the job description prior to the occurrence of the vacancy. However, the Board is not obligated to offer any teacher a position of greater full-time equivalency than that teacher had when he/she was laid off. The usual employment procedures will be followed in determining fitness for recall.

**Paragraph 6:** If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within ten (10) days to a recall notice sent to the latest address which the teacher has furnished to the Human Resources Division, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

**Paragraph 7:** Any teacher who is recalled shall regain all employment benefits to which he/she was entitled at the time of layoff. However, no benefits may be accrued during the period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

**Paragraph 8:** Any teacher who has been so laid off may apply for assignment as a substitute teacher.

**Paragraph 9:** No layoff covered under this Article shall be considered a termination or nonrenewal under K.S.A. 1979 Supp. 72-5436, et. seq. or K.S.A. 72-5411. However, application of this Article shall be subject to the grievance procedure.

## **ARTICLE XIX: GRIEVANCE PROCEDURE**

### **Section A: Purpose and Definitions**

**Paragraph 1:** The purpose of this grievance procedure shall be to resolve good faith differences of opinion regarding the interpretation or application of this agreement.

**Paragraph 2:** Grievance: Any alleged violation or misapplication of this agreement or Board Policy 5112 including Administrative Implemental Procedures.

**Paragraph 3:** Grievant: A teacher who has filed a grievance or, in the case of a group grievance, the UTW.

### **Section B: Time Limitations**

**Paragraph 1:** The time limitations specified at each level may be extended by mutual agreement between the grievant or his/her representative and the Superintendent or designee.

**Paragraph 2:** When the term “days” is used herein, unless otherwise specified, it shall mean contract days during the school year and calendar days between school years.

### **Section C: Informal Level**

**Paragraph 1:** Prior to filing a grievance in writing and within fourteen (14) days after the occurrence of the event upon which it is based, the grievant and his/her representative, if any, shall attempt to resolve the matter informally by requesting a meeting with the immediate supervisor. Such a meeting shall be held within seven (7) days after the request is made.

**Paragraph 2:** Lack of adherence to informal level remedy shall retain grievance status.

### **Section D: Level One**

**Paragraph 1:** If the matter is not resolved informally to the satisfaction of the grievant, the grievance must be filed in writing with the grievant's immediate supervisor within seven (7) days after the first informal meeting and a copy of such grievance shall be forwarded to the UTW's President or designee and the Superintendent or designee.

**Paragraph 2:** Within seven (7) days after receiving the Level I grievance, the immediate supervisor may, at his/her option, hold a discussion meeting with the grievant and his/her representative, if any. Within seven (7) days after the discussion meeting, if one is held, or within seven (7) days after the grievance is filed in writing, the immediate supervisor shall make a decision in writing, together with the supporting reasons. Copies shall be forwarded to the grievant, the grievant's representative, if any, the UTW's President or designee and the Superintendent or designee.

**Paragraph 3:**

(a) UTW, as an alternative to the informal level and to a teacher(s) filing a Level One grievance, may file with the Superintendent an alternative Level One grievance in circumstances where the otherwise grievant(s) has a genuine concern that the filing of a grievance might result in retaliation being taken by the grievant's immediate supervisor. The President of UTW shall verify to the Superintendent that the person who would otherwise file the grievance has a genuine concern that the filing of a grievance might result in retaliation being taken by the otherwise grievant's immediate supervisor. It is understood by UTW that the Board does not tolerate retaliation by supervisors against persons who file grievances and UTW agrees that it will cooperate with the Superintendent regarding the addressing and eliminating of situations where retaliation may be occurring.

(b) Upon the filing of an alternative Level One grievance, UTW shall file a written statement that sets out the alleged violation or misapplication of this Agreement or Board Policy 5112 including Administrative Implemental Procedures. If the matter is not informally resolved between the Superintendent and UTW to the satisfaction of the person(s) who would otherwise have filed the grievance within ten (10) days after the grievance is filed, then the Superintendent and President shall meet at their mutual earliest convenience. Upon such meeting the Superintendent and President shall select a neutral person as a hearing officer to serve on a panel with the UTW President and the Superintendent to decide whether there was a violation or misapplication of this Agreement or Board Policy 5112, including Administrative Implemental Procedures. The decision of the panel shall be final.

## **Section E: Level Two**

**Paragraph 1:** Within seven (7) days after receiving the decision at Level One, the grievant may appeal the decision in writing to the Superintendent. The grievant shall forward copies to the immediate supervisor, the grievant's representative if any, the UTW's President or designee, and the Superintendent or designee.

**Paragraph 2:** Within fourteen (14) days after receipt of the written appeal or a grievance filed at Level Two, the Superintendent or designee will meet with the grievant and/or representative of the UTW and all parties of interest in an effort to resolve the grievance.

**Paragraph 3:** Within fourteen (14) days after the meeting specified in Paragraph 2 above, the Superintendent or designee shall make a decision in writing. Copies shall be forwarded to the grievant, the immediate supervisor, the grievant's representative if any, the UTW's President or designee, and the Superintendent or designee.

## **Section F: Level Three**

**Paragraph 1:** Within twenty (20) days after receiving the decision at Level Two, the grievant may appeal the decision of the Superintendent or designee to arbitration. The grievant shall forward copies of the request for arbitration to the grievant's representative if any, the UTW's President or designee, and the Superintendent or designee.

**Paragraph 2:** Arbitrations will be heard by a three (3) member panel. Within ten (10) days after the receipt of the request for arbitration, the Superintendent or designee and the UTW president or designee shall each appoint an arbitration panelist. Within twenty (20) days after the two appointments, the two appointed panelists shall agree on a third panelist. If the two appointed panelists are unable to agree upon and obtain an agreement from a third party to serve on the panel, then the Sedgwick County Administrative Judge will be contacted and asked to appoint the third panelist. The panel shall be notified by a joint letter from the grievant and the district, requesting that a time and place be set for the hearing subject to the availability of the parties, and the letter shall specify by stipulation the issue to be determined by the arbitration panel. In the event that the parties are unable to agree on the issue by stipulation after a good faith effort, the letter shall state the proposed issue of each party.

**Paragraph 3:** The arbitration panel shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of this agreement. They shall consider and decide only the stipulated issue presented to them in writing by the district and the grievant, and their decision and award shall be based solely on their interpretation of the application of the terms of the agreement to the issue stipulated. If the parties were unable to stipulate the issue, the panel shall first determine the issue to be decided as presented by one party or the other without alteration. If the matter presented to the panel does not involve interpretation of the terms or provisions of this agreement, the panel shall so rule in their award and shall make no other decision on the issue. The panel shall render no award under this agreement which shall be retroactive beyond the date of the event on which the grievance is based. The award of the panel shall be final and binding upon the Board, the UTW, and the grievant involved.

**Paragraph 4:** The arbitration panel so selected shall fix the time and place for the arbitration and notify the parties thereof. In any disciplinary grievance, the panel shall have no authority to alter or amend any discipline imposed by the district if the panel finds either that the district's actions did not violate the agreement, or that there was just cause for the action.

**Paragraph 5:** No arbitration decision made hereunder shall constitute a binding precedent with respect to any renewal of the existing agreement or the making of a new agreement between the UTW and the Board. The force and effect of arbitration decisions shall expire when the agreement expires unless the language involved is substantially the same in the expired agreement and the new agreement.

**Paragraph 6:** No decision of the arbitration panel in any one case shall create a basis for retroactive adjustment in any other case which arose prior to the date of the written decision of the panel, unless the UTW and the district mutually agree otherwise in writing.

**Paragraph 7:** The fees and expenses of the arbitration panel shall be borne by the party which appointed the panelist. The expenses of the third member of the panel are to be paid jointly by the district and UTW. Each party shall be responsible for its own arbitration expenses. The party producing any witnesses shall pay the expenses of said witness, if any. Upon request of either party, an official court reporter shall record the proceedings, and the party making such request shall pay the cost of the reporter. If the other party requests a copy of the proceeding, that party shall share equally the costs of the reporter.

### **Section G: Rights of Representation**

**Paragraph 1:** At any level of the grievance procedure at the grievant's option, the grievant shall be represented by the UTW, himself/herself, legal counsel, or another person selected by the grievant. Provided, however, if an attorney is going to be present at a Level Two hearing for either the administration or UTW, the other side will be notified at least three (3) days prior to the hearing.

**Paragraph 2:** If a grievant is not represented by the UTW, the UTW shall have the right to be present and to state its views of all levels of the grievance procedure.

### **Section H: General Provisions**

**Paragraph 1:** If a grievance affects a group or a class of teachers, and at least one affected teacher so desires, the UTW may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Two.

**Paragraph 2:** If a grievance arises because of an act of commission or omission on the part of a member of the administration at a level above the grievant's immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the processing of such grievance will commence at Level Two.

**Paragraph 3:** Forms for filing and appealing grievances will be prepared and distributed jointly by the Superintendent and the UTW. The costs of preparing such forms shall be borne by the Board.

**Paragraph 4:** A grievance must be filed on an official form. In filing a grievance, the grievant shall make every reasonable effort to state specifically what was done, who did it, when it was done, the language which was violated, how it was violated, and the remedy requested. If the form is not completed in accordance with this paragraph, the grievance may be returned to the grievant for completion together with a notice regarding the incomplete parts. If the form is then completed and filed within five (5) days, the grievance shall be considered to be no less timely than it was

when previously submitted. For purposes of processing the grievance, the filing date shall be the date the completed form is filed.

**Paragraph 5:** The confidentiality of the proceedings will be respected by all parties to the degree that it is consistent with the procedure described. The grievant's right to continued processing of a grievance filed by him/her shall be conditioned upon there being no deliberate violation of this confidentiality by him/her. The publicizing of the general issues involved in a grievance which does not permit identification of the participants shall not be construed as a breach of this confidentiality.

**Paragraph 6:** Nothing contained herein is to be construed as limiting the right of a teacher having a grievance or an involved administrator to discuss the matter informally with any appropriate person in an effort to have the matter adjusted in a mutually satisfactory manner, provided that such adjustment is not inconsistent with the terms of this agreement.

**Paragraph 7:** A decision at any level of the procedure in favor of the grievant may recommend appropriate restitution or other remedy for the period during which the grievance was suffered but no restitution or remedy shall be retroactive beyond the date that the grievance was filed.

**Paragraph 8:** Any decision rendered at any level of the procedure which is contrary to this agreement or law shall be null and void.

**Paragraph 9:** If any teacher is required to attend a meeting or hearing called by the Board or the central administrative staff, the teacher's immediate supervisor shall be notified that the teacher is to be released without loss of pay for such time as attendance is required for the meeting or hearing.

**Paragraph 10:** Grievances, grievance appeals, grievance communications and grievance findings will not be filed in the personnel file of any teacher. If such a grievance file is maintained, it shall be open for inspection by the grievant upon request.

**Paragraph 11:** Every effort shall be made by all parties to avoid the involvement of pupils in any phase of the grievance procedure.

**Paragraph 12:** No teacher shall be subject to reprisal or discrimination by reason of participation or non-participation in the grievance procedure.

**Paragraph 13:** If a teacher pursues any legal or statutory remedy for an issue, then any further or subsequent proceedings for relief through the grievance procedure shall be barred unless the court or administrative agency refuses jurisdiction until all administrative remedies have been exhausted.

**Paragraph 14:** With the consent of the grievants involved and the Superintendent or designee, similar grievances may be consolidated and processed together as a single grievance. Such

consolidation shall not be construed as preventing any grievant from appealing a decision to the next level. Once consolidated, a grievance may be separated only with the consent of the Superintendent or designee. However, consolidated grievances shall not be presented to arbitration without the mutual consent of the parties involved.

#### **ARTICLE XX: PRINTING AND DISTRIBUTION**

The Board shall print copies of this agreement at its expense to be distributed to all members of the bargaining unit. The Board shall furnish 250 printed copies of the agreement to UTW.

APPENDIX A

WICHITA PUBLIC SCHOOLS 2009-2010 CALENDAR

<p><b>AUGUST 2009</b></p> <table border="1"> <thead> <tr><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th></tr> </thead> <tbody> <tr><td>3</td><td>4</td><td>(5)</td><td>(6)</td><td>(7)</td></tr> <tr><td>(10)</td><td>(11)</td><td>(12)</td><td>(13)</td><td>(14)</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	M	T	W	T	F	3	4	(5)	(6)	(7)	(10)	(11)	(12)	(13)	(14)	17	18	19	20	21	24	25	26	27	28	31					<p><b>FEBRUARY 2010</b></p> <table border="1"> <thead> <tr><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>(12)</td></tr> <tr><td>(15)</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> </tbody> </table>	M	T	W	T	F	1	2	3	4	5	8	9	10	11	(12)	(15)	16	17	18	19	22	23	24	25	26					
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School not in session	Administrative offices closed	District inservice day
New teacher orientation	Conference release day	Non-teaching duty day

NOTE: This calendar may be altered at the discretion of the Board of Education and/or the administration. APPENDIX A 2008-2009 CALENDAR

## **AUGUST**

5-7 Orientation for new teachers

10-14 District in-service (all teachers) 17 First day of school

## **SEPTEMBER**

7 Labor Day holiday

8 District in-service day

21 Official enrollment count

## **OCTOBER**

16 Non-teaching duty day, End of first grading period

19 District in-service day

23 Report cards issued (all levels)

## **NOVEMBER**

11 Veteran's Day holiday

25 Conference release day

26-27 Fall recess

## **DECEMBER**

21 Non-teaching duty day End of semester

22 - Jan. 1 Winter recess

## **JANUARY**

1 New Year's Day holiday

4 Students and staff return

8 Report cards issued (all levels)

18 Martin Luther King Day holiday

19 District in-service day

## **FEBRUARY**

12 District in-service day

15 Presidents Day holiday

### **MARCH**

12 Non-teaching duty day, End of third grading period

15-19 Spring recess

26 Report cards issued (all levels)

### **APRIL**

2 Conference release day

5 District in-service day

### **MAY**

26 Last day of school

26 Elementary report cards issued

27 Non-teaching duty day

JUNE 4 Secondary report cards issued

JULY 5 Independence Day holiday

### **REPORT PERIODS Elementary and High School**

August 17-October 16 42 days

October 20-December 18 40 days

January 4-March 12 45 days

March 22-May 26 46 days

TOTAL DAYS 173 days (In-service/conf. release days not counted in grading periods.)

**NOTE:** This calendar may be altered at the discretion of the Board of Education and/or the administration.

**AGREEMENT Between The Board of Education of USD 259, Sedgwick County, Kansas  
(Wichita Public Schools) and United Teachers of Wichita August 1, 2009 - July 31, 2011**

/s/ Larry Landwehr President, United Teachers of Wichita

October 22, 2009

Date

/s/ Barbara Fuller President, Board of Education

October 12, 2009 Date