

AGREEMENT

between

BOARD OF EDUCATION  
of  
UNIFIED SCHOOL DISTRICT NO. 512  
JOHNSON COUNTY,  
STATE OF KANSAS

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SHAWNEE  
MISSION  
SCHOOL DISTRICT

and

NATIONAL EDUCATION ASSOCIATION,  
SHAWNEE MISSION

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July 1, 202~~1~~ through June 30, 202~~2~~

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**AGREEMENT**

between the  
Board of Education

of

Unified School District No. 512,  
Johnson County, State of Kansas

and the

National Education Association, Shawnee Mission,

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Articles of Agreement

PREAMBLE

This Agreement is made and entered into on the 23rd day of August, 2021, by and between the Board of Education of Unified School District No. 512, Johnson County, State of Kansas and the National Education Association, Shawnee Mission, 11015 West 75<sup>th</sup> Terrace, Shawnee Mission, Kansas 66214.

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The items described and provided for in this Agreement shall be included by reference in the individual contracts issued by the Board for the 2021-22 school year to Professional Employees as defined in this Agreement, and shall have the same force and effect as though fully stated therein.

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**ARTICLE I**

**DEFINITIONS**

When used in this Agreement, the following terms will have the following meanings:

- A. School District (or District): Unified School District No. 512, Johnson County, State of Kansas, with administrative offices located at 8200 W. 71<sup>st</sup> Street, Shawnee Mission, Kansas 66204.
- B. Board of Education (or Board): The Board of Education of Unified School District No. 512, Johnson County, State of Kansas.
- C. Association: The National Education Association, Shawnee Mission with offices located in Shawnee Mission, Kansas, and affiliated with the Kansas National Education Association (KNEA) and the National Education Association of the United States (NEA).
- D. Professional Employee: Any employee of the School District who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the district in a position which requires a certificate issued by the State Department of Education. Professional Employee includes early childhood and pre-K teachers (collectively referred to herein as “Pre-K”), elementary and secondary classroom teachers; teachers of music, art, physical education, and reading; counselors; librarians; special education teachers; resource teachers; teachers of summer school, homebound, District school, and alternative program teachers. In addition, Professional Employee includes nurses (both degreed and non-degreed), art therapists, music therapists, physical therapists, occupational therapists, speech pathologists, and social workers. Professional Employee shall not include administrative employees, substitute teachers, administrative specialists, school psychologists, or educational aides. When used in the singular it shall include the plural.
- E. School: Shall mean any attendance facility or other facility operated by the District.
- F. Base School: The Department of Human Resources will assign itinerant teachers to a base school.

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**ARTICLE II**

**MANAGEMENT RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Kansas and of the United States.
- B. The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express

terms thereof are in compliance with the Constitutions and laws of the State of Kansas and the United States.

### ARTICLE III

#### RECOGNITION, RIGHTS, AND OBLIGATIONS

- A. The Board recognizes the Association as the exclusive and sole representative of all Professional Employees of the District for purposes of professional negotiations.
- B. The Board agrees to provide the Association with information requested by the Association, such as financial data and Board agenda, when such information is relevant and necessary in carrying out Association responsibilities as the exclusive representative of the Professional Employees. Such information will be provided when the same is not in violation of the law or a closed record under the Kansas Open Records Act, K.S.A. 45-215 *et seq.* Notwithstanding the foregoing, in order to ensure that the Association can effectively communicate with the bargaining unit, the Board agrees to provide the Association with the following information concerning Professional Employees on a mutually agreed period basis: name, hire date, building assignment, position, District email address, home address and telephone number, and a mutually identifiable employee identification number. Should the Association request information in a form which is not readily available, the respective designees will meet and attempt to find a mutually agreeable solution.
- C. Duly-authorized representatives of the Association or of the organizations with which the Association is affiliated may be permitted to discuss matters pertaining to Association business with Professional Employees in their schools during the periods before and after the school day and during the duty-free lunch period. Such visits shall be scheduled with the principal so as to not interfere with nor interrupt normal operation of the educational program.
- D. The Association and its representatives may use an area of a school building for meeting purposes during a time when such meetings shall not interfere with nor interrupt normal operation of the educational program. Such use of facilities shall be in accordance with appropriate policies adopted by the Board. The use of school facilities shall be without charge.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association so long as the Association is the exclusive representative of the Professional Employees and to no other organization purporting to represent Professional Employees.
- F. The parties hereto agree that, in the exercise of their rights, privileges, duties and responsibilities, the provisions of this Agreement shall be applied without regard to an individual's race, creed, religion, color, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, genetic information, marital status, political

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affiliation, membership and participation in professional association activities or any statutorily prohibitive basis, except as provided by law.

- G. The Board agrees to deduct dues for membership in the Association, which includes membership in the Kansas-NEA and NEA SM, from the salaries of the Professional Employees who individually and voluntarily file with the Payroll Office, through the office of the Association, a signed and dated Payroll Authorization Deduction Card. Up to twelve (12) deductions per year may be made; the final installment for a school year shall be made in June unless the Professional Employee arranges for the total obligation to the Association to be completed earlier. Such deduction of dues shall continue from year to year as so authorized, unless the Professional Employee notifies the Payroll Office in writing that the Professional Employee desires to discontinue such authorization.
- H. On or before August 15 of each year, the Association shall file a statement with the Payroll Office indicating the total annual dues for all categories of membership in the Association and each of its affiliated organizations. The Association shall also file lists containing names of Professional Employees for whom dues are to be deducted, their social security numbers, schools, total dues to be paid, amount of each monthly deduction, the number of months for which such deductions are to be made, and the date of the first deduction. Such lists may be filed at any time during the school year, but the Payroll Office shall not be required to make new deductions from the payroll for any month if the list is delivered to it later than the fifth of the month. Corrections in the amounts to be withheld, whether necessitated by errors of the Association or of the Payroll Office, may be filed at any time except that "corrections" shall not be deemed to include changes to compensate for uneven quotients resulting from the division of total dues by the number of monthly deductions.
- I. The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any Professional Employee against the Board or the District, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association.
- J. If a Professional Employee has no earnings due for any month, because of absence due to illness, leave of absence, or for any other reasons, no deduction will be made for the Professional Employees for that month. The Association will arrange collection of dues for that month directly with the Professional Employees.
- K. The NEA SM president shall receive extended leave as provided in Article IX. (Extended Leaves of Absence) C. (Association Business Leave) 2.

#### ARTICLE IV

#### VIOLATION OF THE AGREEMENT

During the term of the Agreement, neither the Association nor any person acting in its behalf nor any individual Professional Employee covered by this contract will cause, authorize, or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a Professional Employee from their assigned position or stoppage of

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work or abstinence, in whole or in part, from the full, faithful, and proper performance of the Professional Employee's duties of employment). The Association agrees not to cause, sponsor or participate in any picketing of any facility under the jurisdiction of the Board of Education.

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## ARTICLE V

### GENERAL EMPLOYMENT PROVISIONS

#### A. Probationary Period

1. A probationary period of three (3) full consecutive school years of experience in the District is required of all Professional Employees before they may attain permanent status; provided that a Professional Employee who previously has completed a statutory probationary period within any school district in this state shall be subject to a probationary period of two (2) full consecutive school years.
2. During the probationary period, the District may demote, terminate, or non-renew a Professional Employee in the manner set forth in Kansas statutory law.

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#### B. Permanent Status

Professional Employees whose employment is continued after the completion of a probationary period shall continue in employment during efficient and competent service, and shall not be demoted, terminated, or made subject to non-renewal except as provided in Section G of Article V, "Termination of Contract".

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#### C. Placement of Professional Employees New to the District

The initial placement of a Professional Employee to a school or District department will be determined by the needs of the District and the qualifications and experience of the Professional Employee.

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#### D. Posting of Vacancies

1. A position is considered vacant on the effective date of a resignation or when an extended leave has been approved for the employee currently filling the position.
2. Vacant positions will be posted on the district web site. The posting shall list all known vacant teaching positions and administrative or supervisory positions, which occur. "All known vacant teaching positions" shall mean all positions .5 or more or whose aggregate parts in various buildings total .5 or more. Supplemental pay positions unfilled within the school after October 1 shall be posted. The Vacancy List shall be maintained with appropriate additions, deletions, and revisions.
3. Positions vacated by Professional Employees during first semester will be posted and filled by the end of the semester or 30 days from the date of the vacancy (whichever is later) if there is a qualified applicant, in the sole judgment of the

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administration. Positions that become vacant after the end of the first semester will be filled at the discretion of the district.

4. Professional Employees who desire to apply for a vacancy shall file their application in writing with the Department of Human Resources. Five (5) school days from date of posting shall be granted to apply for listed positions. The closing date for application will be stated on the vacancy list.

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5. All posted vacancies can be accessed on the district website. Professional Employees interested in transferring to the posted position must submit an internal application for the posted position.

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When a Professional Employee resigns their position during the contract year without notice to the district, the five-day posting period is waived. The position must remain open for two (2) school days.

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6. The requirements of Article V, Section D, paragraphs 2 and 4 shall be waived from July 15 through September 1.

#### E. Summer School Employment

1. Subject to special requirements of the summer school program (such as inservice training for new personnel), position openings shall be filled on the basis of competence and experience. Preference shall be given, as feasible, to applicants from the regularly-appointed teaching staff; but this shall not preclude the Board from employing outside personnel who, through special qualification, would enrich the program.

2. Professional Employees shall apply by March 15 and will be informed of their positions as soon as enrollment warrants.

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3. Applicants from summer school positions may contact the Department of Human Resources after May 15 and receive information about the possibilities of their being assigned to a position that summer.

4. In each case, payment shall be computed on an hourly basis, for an appropriate number of hours and weeks. Such payment will be on a bi-weekly basis.

#### F. Outside of School Employment

Professional Employees shall not be excused during their regularly-assigned schedule to do outside work. The Board shall not place limitations upon the type and amount of outside employment in which Professional Employees engage unless an adverse effect on classroom performance can be demonstrated.

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#### G. Termination of Contract

1. A contract may always be modified, terminated, or non-renewed by mutual agreement between the Professional Employee and the District. Additionally, the Board reserves the right to demote, terminate, or non-renew for just cause.
2. Permanent status Professional Employees may appeal a Board of Education decision to non-renew or terminate in accordance with the provisions of K.S.A. 72-5436, *et seq.*, or amendments thereto. As an alternative to K.S.A. 72-5436, *et seq.*, or amendments thereto, a permanent status Professional Employee may elect to appeal the Board's decision under all of the terms and conditions of Article VII (Grievance Procedure) except that the grievance shall commence at Level Three.
3. The District reserves the right to terminate or non-renew Professional Employees because of a decrease in the number of pupils or for any other causes over which it has no control. In such a case, the selection of Professional Employees for termination or non-renewal shall be made in a non-arbitrary manner.
4. The Board may order a physical or mental examination for a permanent status Professional Employee prior to dismissal on the basis of physical or mental disability, the expense to be borne by the District. The Professional Employees may have their own examination; and in the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.

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#### H. Resignations

1. All resignations of Professional Employees shall be made in writing to the Department of Human Resources and shall indicate an effective date.
2. The District will accept resignations for the succeeding school year without restriction if tendered on or before the date designated in K.S.A. 72-2251 (the 14<sup>th</sup> calendar day following the third Friday in May). All contracts shall be binding on the teacher until the teacher has been legally discharged from their teaching contract.
3. Late Resignation. Professional Employees who desire to resign late, after the date designated in K.S.A. 72-2251, may resign under one of the following 3 options:
  - a. Notice and Liquidated Damages. The Professional Employee must provide a minimum of 10 contract days' notice of resignation, counted from the first contract day after the resignation notice is tendered, and pay liquidated damages in the amount of \$2,000.00 to the District. Such sum must be submitted by a personal check or a signed authorization for a payroll deduction on the date the resignation notice is tendered.
  - b. Suitable Replacement. The Professional Employee must provide notice of resignation and allow the District 28 calendar days, counted from the day after the resignation notice is tendered, to find a suitable replacement for their position.

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Deleted: Resignations tendered after the date designated in K.S.A. 72-2251 will be accepted subject to payment of liquidated damages in the sum of \$1,000 to the District. Such sum may be paid personally or by payroll deduction where possible. Unless waived by the Board of Education, no resignations will be accepted after the date designated in K.S.A. 72-2251 unless this condition has been met.

- i. If the District is able to secure a suitable replacement within the 28-day time period, then the Professional Employee’s last day of employment would be the last contract day before the start date of their replacement.
- ii. If the District is unable to secure a suitable replacement by the expiration of the 28-day time period, then the Professional Employee’s last date of work would be on the last contract day within the 28-day time period and the Professional Employee may resign and leave their position without payment of liquidated damages.
- c. Proof of Qualifying Exception. The Professional Employee must provide notice as provided below and documented proof that they meet one of the following qualifying exceptions:
  - i. Move of a spouse for employment purposes to a residence more than 75 miles from the District’s central office building. The Professional Employee must provide a minimum of 10 contract days’ notice of resignation, counted from the first contract day after the resignation notice is tendered.
  - ii. Job promotion to an administrative position with a pre-K-12 school or school district. The Professional Employee would only be released from their contract effective the first contract day of the Fall semester, or effective the first contract day of the Spring semester. The Professional Employee must provide a minimum of 21 calendar days’ notice of resignation, counted from the first day after the resignation notice is tendered.
  - iii. Mutual benefit of the District and the Professional Employee. The Assistant Superintendent of Human Resources may agree in writing to release a Professional Employee from their contract.

4. Active Professional Employees who tender their resignations/retirement prior to February 1, will receive a \$1,000.00 incentive payable at the conclusion of their current contract. Professional Employees must complete their contract year to be eligible for the payment. This provision will sunset after the 2021-2022 school year if not renegotiated.

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I. Retirement

1. Retirement for Professional Employees may take place on the first day of July next following attainment of age sixty-five (65), or on the first day of July in any year thereafter. Earlier retirement may be taken in accordance with Kansas law as is in such cases made and provided.

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2. Professional Employees shall be subject to the requirements of the Kansas Public Employees Retirement System, Social Security, and the laws relative thereto, and such employees are charged with the responsibility of becoming familiar with the laws, rules and regulations pertinent thereto.

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J. Complaints

The parties agree that complaints are likely to arise from time to time with reference to Professional Employees and, in order to resolve such complaints, the following criteria shall apply:

1. After appropriate investigation, the administrator shall decide whether the complaint merits further attention.
2. Where it is appropriate to do so, the complaint will be presented to the Professional Employee for resolution. Promptness in resolving the complaint is important and the Professional Employee and the administrator shall do their best to keep the other informed of progress toward resolution. The Professional Employee shall have an opportunity to answer the complaint and such response may be communicated to the complainant.
3. No complaint and/or related documents will be placed in the Professional Employee's file unless the complaint has led to an investigation.
4. An anonymous communication may be used as the basis for an investigation but no anonymous communication from a parent, student or other person shall be placed in a Professional Employee's file folder.

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K. Discipline

1. Professional Employees are expected to comply with the rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
2. Professional Employees shall not be disciplined or reprimanded in the presence of students, parents, other employees or at public gatherings.
3. Disciplinary actions will be commensurate with the infraction. Evaluation will not be used as a disciplinary tool.
4. Disciplinary action may include:
  - a. A verbal reprimand;
  - b. A written reprimand;
  - c. Suspension with pay;
  - d. Suspension without pay;
  - e. Non-renewal or termination.
5. The above disciplinary actions are non-grievable except for non-renewal, termination, or suspension. Suspensions with or without pay must have the authorization of the Superintendent or the Superintendent's designee. Where circumstances permit, the Superintendent or the Superintendent's designee will

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allow the employee an opportunity to be heard prior to taking action on such suspensions. The employee may bring a personal representative to such a meeting.

6. The Administration will provide orientation on the disciplinary procedure.
7. Records of disciplinary action will be maintained for a minimum of three years. Subsequent to the three-year period, the disciplinary materials may be removed if both parties agree.

L. Personnel Evaluation

Evaluations will be conducted in compliance with the Kansas Educator Evaluations Systems Handbook, Shawnee Mission School District, revised October 16, 2016. Any subsequent changes to the procedures are subject to approval through the negotiations process. The parties agree that it is their intent for the evaluation process to comply with Kansas law including all present or future requirements of KSDE regulations. Should any subsequent law or regulation require modifications to the evaluation process, the parties shall immediately convene to negotiate such modifications.

M. Monitoring and Recording

1. Recorders or other types of monitoring devices may be used by students and classroom visitors only with the prior knowledge and permission of the Professional Employee. An exception to this provision is if the device is required by a student's IEP or 504 plan; these recordings will not be used for evaluative purposes.
2. The school intercom system is to be used primarily for two-way communication and general announcements. Without limiting the Administrator's authority to utilize the intercom system, the intercom shall not be used as an evaluation technique for observing classroom activities.

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N. Political Activities

1. All Professional Employees shall enjoy the rights and privileges of any free citizen in matters of a political nature. The only restrictions imposed upon Professional Employees by the Board of Education are as follows:
  - a. No Professional Employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any candidate for public office.
  - b. No Professional Employee shall use in any way the classrooms, schools, or pupils for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

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c. No Professional Employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

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d. All Professional Employees have the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. All Professional Employees, upon presenting evidence of having been elected to public office, shall be granted a leave of absence without regular salary to serve in such office.

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O. Reduction in Force

The Board reserves the right to non-renew Professional Employees because of a decrease in the number of pupils or for any other causes over which it has no control.

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The Board will use normal attrition of staff (i.e., resignation, retirement, leaves of absence) as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be sufficient to achieve the necessary reduction of professional staff. [In such a case, the selection of Professional Employees for non-renewal shall be made in a non-arbitrary manner.]

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The Superintendent will review all relevant facts and circumstances and will recommend appropriate actions to the Board of Education. Any reduction of professional staff will occur on a district-wide basis.

1. As used in this article, the following terms will have the following meanings:

a. "Days" shall mean calendar days;

b. "Part-time Professional Employee" shall mean a Professional Employee who is assigned less than a full school day or fewer than five (5) full school days per week;

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c. "Seniority" shall mean the period of most recent continuous and uninterrupted professional employment with the District, as determined from the effective date of employment; provided, however, an approved leave of absence (including non-renewal due to RIF) shall not be construed as an interruption of continuous employment;

d. "Subject area or areas" shall mean general curricular areas such as mathematics, English, foreign languages, social studies, etc.;

e. "Level" shall mean elementary (Pre-K-6), or secondary (7-12);

f. "RIF Affected Listing" shall mean a preliminary listing of employees who are unassigned personnel; and

- g. "RIF Listing" shall mean the listing of employees who are placed on the recall list.
  - h. "Workdays" for the purpose of this section shall mean days that the district office is open for business.
2. Procedure
- a. By February 1 of each year, each employee will be assigned a rank as determined by their district seniority date. When employees have the same professional employment date, the last four (4) digits of the social security number establish rank. The senior ranking employee would be the individual with the lowest number.
  - b. By March 1 of each year, each employee will be assigned to a subject matter area, level, etc.
  - c. Whenever the Superintendent determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all Professional Employees of the District will be advised of the reasons for the reduction of professional staff.
  - d. Building principals will then be given notice of staffing ratio.
  - e. Building principals will staff building in descending order of rank within building. (Master schedules).
  - f. Principals will notify the Division of Human Resources, district office, which Professional Employees are RIF Affected.
  - g. Division of Human Resources will notify RIF Affected individuals.
  - h. RIF Affected individuals will be given the opportunity to replace least ranked teachers in their assigned area. If none, they can replace the first Professional Employee with a lesser ranking in any area of certification they hold. (Purpose is to allow those employees who have more seniority to displace those with the least seniority.)
  - i. Those names remaining on the RIF Affected List will then be placed on the RIF List by the Office of Personnel Services. Such list will be forwarded to the superintendent for recommendation to the Board. Individuals on the RIF List will be notified by the Board in accordance with K.S.A. 72-2251.
  - j. In no case will a probationary employee be retained over a non-probationary employee with appropriate certification.
3. The Board and Association will establish a RIF monitoring committee consisting of 4 members each. The purpose of the committee is to oversee the implementation

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of the RIF procedures. The committee will be paid at the negotiated hourly rate. Meetings will be during the contract day or other mutually agreed upon time.

4. Recall Procedure

a. A Professional Employee who has been non-renewed due to RIF shall be offered re-employment with the School District for a period of two (2) years following the date they was non-renewed due to RIF in the inverse order of lay-off as determined by the ranking system. Such re-employment shall be offered when a vacancy occurs for which they are certified. Any Professional Employee who is non-renewed due to RIF shall be given preference for substitute teaching positions with the School District.

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b. A Professional Employee will be notified of recall by phone at the Professional Employee's phone number on file with the district. It shall be the responsibility of the Professional Employee to ensure that the School District has a record of their current telephone number(s). The School District will simultaneously notify the NEA SM of the Professional Employee subject to recall. The Professional Employee will have 72 hours (3 working days) to accept or reject the offer of re-employment. Upon acceptance or rejection of the re-employment offer, the district will send the Professional Employee a confirmation letter. A Professional Employee must report as directed within fourteen (14) days after the acceptance of re-employment.

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c. If a Professional Employee rejects re-employment or fails to report as directed within fourteen (14) days after receiving the offer of recall, such action or failure to act by the Professional Employee shall be construed as a resignation. Acceptance of an employment contract with another school district will result in the employee being taken off the recall list.

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d. No person new to the District shall be employed to fill a vacancy if there is a Professional Employee on involuntary leave of absence who is qualified and certified to fill that position on the recall list.

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e. Credit on the salary schedule shall not accrue for the period of time the employee is on the recall list. If re-employed by the School District, they shall be entitled to placement on the salary schedule according to their experience and training. Upon re-employment, a Professional Employee shall be entitled to all previous accumulated leave and other benefits accrued during their period of employment with the School District prior to lay-off.

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5. Miscellaneous

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



- b. No Professional Employee on the recall list will be entitled to receive compensation from the School District, except for the performance of specific employment duties.
- c. Nothing in this policy shall require the promotion of a Professional Employee to a position of higher rank, authority or compensation, even though the Professional Employee may be qualified and certified for the promotion position.

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P. Mentoring

Mentors will be volunteers approved by building administrators in accordance with guidelines set by the state. To the extent that approved volunteer mentors are available, the district will provide a mentor for every teacher new to the profession who requests one. Mentor stipends will be paid according to the rate set on an annual basis by the Kansas State Department of Education. Mentor stipends will be paid if funds are available from the state for that purpose.

**ARTICLE VI**

**PROFESSIONAL GROWTH**

The District requirements for periodic academic study shall be the same as the requirements established by the State of Kansas for renewal of Professional Employee certification.

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**ARTICLE VII**

**GRIEVANCE PROCEDURE**

Grievance Procedure

The grievance procedure is established to provide Professional Employees with an opportunity to raise matters of concern or dissatisfaction for informal and, where appropriate, formal consideration and resolution. Free, easy, and effective communication between Professional Employees and the administrative staff is a mutually important objective. This Article also provides the two parties to this Agreement with an opportunity to raise matters of concern or dissatisfaction for formal consideration by the other party in accordance with Section 3 below.

The purpose of this procedure is to secure, in good faith, equitable solutions to the problems which may from time to time arise and which affect the terms and conditions of the Professional Employee's professional service. Good morale is maintained, when problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. It is the intent of the parties to resolve grievances informally at the earliest possible time and at the lowest possible level. Parties are encouraged to have an informal conversation in an effort to resolve issues prior to filing a grievance.

1. Terms and Conditions

a. A "grievance" by a Professional Employee is a claim that there has occurred a violation, misinterpretation, or misapplication of the Professional Employee's contract, including this Agreement.

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A "grievance" by the Association or by the Board is a claim that the parties' rights and/or obligations, as provided under this Agreement have been violated, misinterpreted, or misapplied. The Board also may file a "grievance" in an attempt to resolve a concern that a prohibited practice, as defined by K.S.A. 72-2235(c), has occurred.

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b. "Grievant" is the Professional Employee or party that filed the grievance.

c. "Days" shall be days when school is in session except that when a grievance is filed on or after May 15, "days" shall refer to Monday through Friday, excepting legal holidays.

d. "Superintendent" shall mean the Superintendent or their designee.

e. Notwithstanding any provision of the Agreement to the contrary, the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

i. The termination, non-renewal, or demotion of probationary Professional Employee's contract; and the retirement of a Professional Employee;

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ii. The termination, non-renewal, or demotion of a permanent status Professional Employee's contract; if such Professional Employee files a notice requesting a hearing under K.S.A. 72-5438 (or a successor statute) within the time required; any such grievance previously filed shall not be further processed;

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iii. Supplemental contracts and any matters related thereto; provided, however, violations of Article V, L, 2(c) or Article XII, D, 6, may be grieved;

iv. Under Article V, Section L, hereof, the content of any evaluation document or appraisal report, including opinions or judgments of the evaluator contained therein. Failure to agree on an Area of Emphasis is likewise non-grievable;

v. Academic freedom under Article XII, Section G, hereof;

vi. Nothing contained herein shall deny to any Professional Employee their rights under Federal or State constitutions and laws; and no Professional Employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal regulatory commission or agency.

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2. General Provisions

- a. A grievance may be filed by an individual Professional Employee when they believe that their rights under this Agreement have been violated, misinterpreted, or misapplied.
- b. A grievance may be filed by the Association when it believes that its rights and/or obligations under this Agreement have been violated, misinterpreted, or misapplied. A grievance may be filed by the Board, or the Superintendent on the Board's behalf, when it believes that its rights or obligations under this Agreement have been violated, misinterpreted, or misapplied, or when it has a concern that a prohibited practice has occurred.
- c. No grievance shall be recognized unless it shall have been filed at the appropriate level within ten (10) days after the occurrence of the event which is the subject of the grievance.
- d. At any level of the grievance procedure, a Professional Employee may appear without representation, or may be represented by the Association or by a representative of the Professional Employee's choice who may, at the Professional Employee's request, act on behalf of the Professional Employee, except the actual filing of the grievance. The decision to drop a grievance at any level will be made by the Grievant.
- e. In the absence of a written reply to the grievance by an administrator within a five (5) day period after the conference, the grievance is considered to be denied and the Grievant may submit the grievance in writing to the next level.
- f. Grievances filed by Professional Employees after May 15 shall, whenever possible, be resolved within ten (10) days of the close of the school term, but the Professional Employee shall be guaranteed the opportunity to have the grievance processed at every level provided in this policy.
- g. The inclusion of time limits is for the purpose of ensuring prompt action. In circumstances where a Grievant does not pursue the next step of the procedure within the time period specified, unless there is a mutually agreed written extension of time limits, the grievance shall be deemed to be settled and no further action by the responding party shall be required; any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the response at the previous step.
- h. The filing of a grievance will not reflect unfavorably against any Professional Employee, but it will be interpreted as an effort to improve relationships in, and operation of the District.

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Free, easy, and effective communication between professional employees and the administrative staff is a mutually important objective. The purpose of this procedure is to secure, in good faith, equitable solutions to the problems which may from time to time arise and which affect the terms and conditions of the professional employee's professional service. Good morale is maintained, when problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation....

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i. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

j. It is understood that Professional Employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable contract provisions.

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k. All grievances filed in writing shall:

i. Be signed by the Grievant;

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ii. Be specific;

iii. Contain a synopsis of all facts giving rise to the grievance;

iv. Cite the article, section, and page number of the Agreement which has been allegedly violated;

v. Contain the date(s) of the alleged violation;

vi. Specify the relief requested;

vii. Contain a statement indicating how the alleged facts, as applied to the Agreement, result in the alleged violations; and

viii. Be filed on a form provided by the District.

If the grievance is not filed substantially in accordance with the above requirements, the responding party reserves the right to reject the grievance. Such rejection shall not extend the time limitations herein set forth.

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l. At any level of the grievance procedure, the responding party or its representative may challenge whether a claim asserted is grievable under this Article.

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m. Nothing in this Article shall preclude a Professional Employee from discussing a grievance with their principal or immediate supervisor in an effort to informally resolve a grievance.

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n. In a situation where multiple grievances are timely filed over the same facts and issues, or if more than one individual Professional Employee has signed the same grievance form regarding the same facts and issues, then the District will consolidate the matters at any level where it is practical to do so. In such a situation, the Association becomes the spokesperson for the multiple Grievants.

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### 3. Procedure

LEVEL ONE - CONFERENCE

Professional Employee

A Professional Employee shall, within ten (10) days after the occurrence of the event which is the subject of the grievance, file the written grievance with their principal or immediate supervisor, whichever has the authority to deal most effectively with the grievance. The principal or immediate supervisor shall confer with the Grievant in an effort to resolve the grievance; and, within five (5) days after the conference, may submit a decision in writing to the Grievant,

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Association or Board

A party shall, within ten (10) days after the occurrence of the event which is the subject of the grievance, file the written grievance with the other party. The parties, as represented by an appropriate individual(s), shall confer in an effort to resolve the grievance. Within five (5) days after the conference, the responding party may submit a decision in writing to the Grievant.

LEVEL TWO – INTERNAL APPEAL

Professional Employee

In the event the Professional Employee is not satisfied with the disposition of the grievance at Level One, the Professional Employee shall submit the written grievance within five (5) days thereafter to the Superintendent. The Superintendent will arrange for a meeting with the Grievant to take place within ten (10) days of receipt of the grievance. The Superintendent shall have ten (10) days following such meeting in which to provide a written decision to the Grievant.

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Not applicable.

LEVEL THREE - ARBITRATION

The Grievant shall have a right of arbitration (in the manner hereafter described) for any grievance which arises under the terms of this Agreement and which is not resolved or dropped at a prior level. The arbitration procedure shall be as follows:

- a. Subject to the terms of the contract, the grievance may be admitted to final and binding arbitration.
- b. Unless otherwise agreed, the arbitrator shall be selected by mutual agreement of the parties from among the membership of the Kansas Academy of Mediators & Arbitrators who are recognized as arbitrators, the Federal Mediation and Conciliation Roster of Arbitrators, and/ or other agreed to panel of neutrals.
- c. Any party entitled to arbitration under the Agreement must deliver notice to the other party within fifteen (15) days from the date a decision is issued at Level Two or within fifteen (15) days after notice of non-renewal or

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termination by the Board of Education. That notice shall contain a statement specifying the particular issue to be arbitrated and the specific remedy requested. Such statement shall be in sufficient detail so that the defending party can determine the issue involved and the exact extent of liability involved, and arbitration thereof shall be confined to the issue and a remedy set forth in said written statement. Should a question arise as to whether or not the written statement is sufficiently specific, the defending party may apply to the arbitrator for a ruling as to the sufficiency of the written statement in advance of hearing on the merits of the case. Neither party shall raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.

- d. The notice shall be given to the other party. The notice shall also contain a proposed list of ten (10) eligible arbitrators. The responding party shall provide a similar list within ten (10) days after receipt of the notice. Unless mutually agreed otherwise in writing, the parties will, within the next fifteen (15) days arrange for a meeting or telephone conference whereby each party will alternately strike names from the lists until an arbitrator is thereby selected. If the arbitrator so selected has insufficient time to complete a hearing within the next forty-five (45) days, then either party shall have the right to declare that arbitrator ineligible and a new arbitrator shall be selected from the same list using the same process as described above. This process shall continue until an arbitrator is selected who can hear the case within a forty-five (45) day span from the date selected, or unless otherwise mutually agreed by the parties.
- e. Only one grievance shall be heard by any particular arbitrator unless there are multiple grievances involving the same facts and issues or unless otherwise agreed in writing by the parties. Grievances of similar nature may not be heard by the same arbitrator except on the express written mutual consent of the parties.
- f. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, amend, or subtract from the terms of this Agreement or the individual Professional Employee contract. The arbitrator shall not make any new agreement or agreements between any of the parties thereto or, in the absence of unlawful discrimination, interfere with the exercise of managerial discretion and prerogatives. The arbitrator shall not hear grievances barred from the scope of the grievance procedure nor shall the arbitrator question the reasonableness of Board policy nor annual assignments of extra duties for extra pay. If any grievance award shall include back pay, the award shall not extend to a date prior to the date of occurrence of the grievance. A grievance award shall not include punitive damages.
- g. The arbitrator shall have no power to decide any question which, under the Agreement, is within the responsibility of the Board to decide. In rendering

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decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be specifically conditioned by this Agreement.

- h. In the event that a grievance is submitted to an arbitrator on a matter over which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- i. In any arbitration under this Article, rules and procedures not herein otherwise specified shall be determined by the arbitrator in advance of the hearing and after consultation with the parties.
- j. Each party shall bear the expense of its witnesses produced and other expenses incurred in presenting its case. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. Any stenographic record and any transcripts thereof shall be paid for by the party ordering the same.
- k. The decision of the arbitrator shall be given in writing to all parties within thirty (30) calendar days after the matter is finally submitted to the arbitrator. There shall be no appeal to any court, labor board, or other official body from the arbitrator's decision if such decision is within the scope of the arbitrator's authority as set forth above. The decision shall be final and binding on the Board, the Association, and all ~~Professional Employees~~ of the District.
- l. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- m. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

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## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

Provisions have been made by the Board of Education for absence from duty of ~~Professional Employees~~ as follows:

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#### A. General Provisions

- 1. Temporary Leave will be divided into two (2) categories; accumulative and non-accumulative.

2. Professional Employees are allowed ten (10) full working days per year, with full pay, as current Temporary Leave; these days will be added to the Professional Employee's temporary leave bank on the day the employee actually reports for duty. Professional Employees with an extended contract totaling two hundred (200) or more working days will be entitled to one additional day of Temporary Leave. These days will be prorated if the Professional Employee does not complete the full term of their contract on active status. Part-time employees shall accrue temporary leave on a prorated basis.
3. Professional Employees employed on a part-time basis shall be entitled to all temporary leaves of absences specified in this Article; provided, however, these days shall be in accordance with their prorated contractual time and compensation. For the purpose of this paragraph only, a temporary leave day shall be that portion of the day worked by the part-time Professional Employee.
4. Professional Employees shall be allowed to accumulate to their credit any unused portion of their accumulated temporary leave. Starting in fiscal year 2008-09, Accumulative Temporary Leave will be segregated between leave accrued prior to July 1, 2008 and after July 1, 2008. Cumulative leave balances can be accessed on the district website. Requests for Temporary Leave with salary deduction for reasons of personal convenience, interviewing for other positions, or for vacation trips will be presented to the building principal/administrator for approval or disapproval.
5. If the total of accumulative leave is depleted, pay for absences shall be deducted at the daily rate of pay as computed in accord with the terms of the contract of the individual Professional Employee.
6. It shall be understood that non-accumulative temporary leave shall not be deducted from accumulative leave unless otherwise stated.
7. Holidays occurring within the period that a Professional Employee is absent shall not be charged against Temporary Leave.
8. It is the responsibility of Professional Employees to report all absences to the Shawnee Mission Attendance Management System. In cases in which a Professional Employee is absent one-half day only, one-half day's leave will be charged. Professional Employees who leave during the school day due to illness will be charged only one-half day of sick leave if they have been on duty at least two hours. The request for the substitute must be made prior to 11:30 a.m. There will be no hourly deduction. The building administrator has the authority to allow the Professional Employee to occasionally leave the building briefly during the designated contract time.
9. Professional Leave Days are approved, processed and recorded by the Department of Human Resources. Absences, other than Professional Leave Days, not requiring

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a substitute must still be reported to the system and will be charged to the employee's temporary leave.

10. A Professional Employee absent for any period of time because of accident or injury, or for a period of more than one week due to illness, may be required to present to the principal a written statement from their physician stating that the Professional Employee is physically and mentally able to return to duty.

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This statement is to be presented in person before the Professional Employee returns to duty in order that the present stage of convalescence can be observed and discussed.

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The Superintendent, upon recommendation of the school principal, may postpone the return to duty if the Superintendent should conclude that the Professional Employee is physically or mentally unable to perform assigned duties or if the Professional Employee's condition is such that there would be hazard of further injury.

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Professional Employees absent due to illness, physical incapacity, or mental incapacity may be required to submit periodically, with the Department of Human Resources, a physician's statement setting forth the nature of the illness or incapacity and the projected day of possible return.

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B. Payment for Unused Leave

1. Payment for Unused Current Temporary Leave

A Professional Employee shall be eligible to receive \$50.00 per day credit for each unused day of current Temporary Leave if:

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- a. The Professional Employee has used less than ten (10) days of current Temporary Leave as of June 30 of the contract year; and,
- b. On or before May 1 of that current school year the eligible Professional Employee applies on an online form approved by the District to receive payment for unused current Temporary Leave credited to their account that year. Payment shall be issued by the District within sixty (60) days of the end of the school year.

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In no event shall a Professional Employee in any contract year receive credit for more than ten (10) days of unused current Temporary Leave or \$500.00.

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An eligible Professional Employee who fails to make application for unused Temporary Leave credits as provided herein shall thereafter forfeit all rights to claim payment for such credits. A Professional Employee may accumulate any unused Temporary Leave for which the Professional Employee has not been paid a credit.

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2. Payment for Unused Accumulated Leave

A Professional Employee shall be eligible to bank credit for each unused day of current Temporary Leave accrued after July 1, 2008, if:

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- a. The Professional Employee has used less than ten (10) days of current Temporary Leave as of June 30 of the contract year; and,
- b. Chooses not to participate in the yearly Temporary Leave buy back option; and,
- c. The Professional Employee's resignation is tendered on the approved District form and submitted to the Department of Human Resources no later than April 1 of the final year of employment; and,
- d. Upon the appropriate resignation, the employee will be paid \$50 per day for each accrued day contained in the bank. Payment shall be issued by the District within sixty (60) days of the end of the school year.

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Temporary Leave used by a Professional Employee during a contract year shall first be deducted from current Temporary Leave (until such leave is exhausted) and then from previously accumulated leave, if any.

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3. Payment for Unused Leave Accumulated Prior to June 30, 2008

A Professional Employee with more than fifty (50) days on June 30, 2008 shall be eligible to apply for pay for unused days above 50.

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Pay for unused days above 50 shall be calculated at \$25 per day. Those electing to be paid for unused leave accumulated prior to June 30, 2008 shall submit their request on a district form on or before May 1, 2009. Payment shall be issued by the district within sixty (60) days of the end of the school year.

Those employees employed less than full time will receive an amount in proportion to their contract.

An eligible Professional Employee shall not accumulate Temporary Leave for any leave day for which they have been paid a credit.

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No payment shall be made to a Professional Employee for accumulated Temporary Leave other than as provided in this Article.

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C. Temporary Leave - Accumulative

1. Temporary Leave will be provided to Professional Employees and reported as such:

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- a. illness or injury of the employee.

- b. illness or serious injury of a Professional Employee's spouse, non-dependent children, parents, or resident of the Professional Employee's household for whom the Professional Employee is the primary caregiver. Up to five consecutive days of sick leave taken for this reason will be granted without a written request. Up to an additional five consecutive days will be granted upon submission of a request and approval by the Department of Human Resources. Up to an additional ten (10) consecutive days (for a total of twenty (20) consecutive days) will be granted by the Department of Human Resources upon an application of the Professional Employee which demonstrates extraordinary circumstances. Exercise of this subsection for care of a household resident will be subject to written verification.
- c. the birth or adoption of a child when the Professional Employee believes such leave is necessary. In such a circumstance, the leave must occur within the calendar year following the actual date of birth or initial custody. If each parent is an employee, each parent may be granted up to 12 weeks (may be consecutive or concurrent) of parental leave, paid or unpaid. The Superintendent and their designee, in their sole discretion, will consider and approve requests for intermittent parental leave of less than 12 weeks.
- d. illness of a dependent child
- e. quarantine laws of the State of Kansas
- f. personal business – personal business leave is limited to the annual temporary leave allotment for the current fiscal year. In the event all current temporary days have been used for illness or injury of the employee or family member as defined in sections a. and b. and the employee has accumulated unused temporary leave days, up to two additional days shall be granted for personal business during that contract year.

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D. Personal Day Non-Use Dates

- 1. Except for circumstances set forth below, Personal Leave is not available under the following conditions:
  - i. the orientation period as defined by the Board of Education,
  - ii. the last five official days of the school year as recognized by the State Department of Education,
  - iii. the last contract day prior to Thanksgiving, Winter and Spring breaks or a holiday,
  - iv. the first contract day following Thanksgiving, Winter and Spring breaks or a holiday,

- v. The fall and spring day conference dates,
- vi. Professional development days,
- vii. the last contract day, or
- viii. because of severe weather when school is in session,
- ix. In combination with deduct days to extend or circumvent 1 through 7 above.

As a pilot program applicable to the 2021-2022 school year, Personal Leave is not available on the Monday following NFL Superbowl Sunday unless a Professional Employee enters a personal day into the substitute management system no later than 4:59 p.m. on the Friday before.

- 2. Notwithstanding paragraph 1 above, Personal Leave may be available during the Personal Day Non-Use dates:
  - i. to attend a high school graduation ceremony of an employee's child or stepchild,
  - ii. to attend a college graduation ceremony of an employee, an employee's spouse, child, or stepchild,
  - iii. to attend a military ceremony of an employee's spouse, child, or stepchild,
  - iv. for appearance in a court of law as a litigant when sincere but unsuccessful efforts have been made to reschedule an appearance,
  - v. observance of a religious holiday,
  - vi. to attend the wedding of an employee's child, step-child, parent, brother, sister, step-brother, step-sister, or the same relative of the employee's spouse, or
  - vii. If authorized by the Superintendent or their designee based on extenuating circumstances related to (1)-(6).

E. Temporary Leave — Non-Accumulative

Professional Employees using non-accumulative leave will make a written application to their building principal/administrator for Leave for Governmental Service, Judicial Leave, Association Leave and Professional Leave in advance.

Requests for non-accumulative leave shall be made on the District form. These requests for leave may be approved/disapproved by the school principal/administrator. Such

requests appropriately filed shall be processed and responded to within five (5) working days after receipt by the building principal/administrator.

Individuals who do not agree with the building principal's/administrator's decision may request a review by the Department of Human Resources within five (5) days of the notification of the principal's/administrator's decision.

1. Bereavement Leave  
(shall be granted only on the following basis)

A Professional Employee may use up to three (3) days (not charged to Temporary Leave) on the occasion of a death in the Professional Employee's immediate family (wife, husband, father, mother, step-father, step-mother, daughter, son, daughter-in-law, son-in-law, brother, sister, step-brother, step-sister, grandparent, grandchild, aunt, uncle, niece, nephew or the same relative of the employee's spouse or resident of the Professional Employee's household). Use of Bereavement Leave in excess of three (3) days shall be charged to accumulated Temporary Leave. Up to five (5) days per occurrence may be used without loss of pay until accumulated Temporary Leave is exhausted.

a. A Professional Employee may make a written request within the five-day period following the day of leave to the building principal/administrator requesting a maximum of one day of Bereavement Leave not authorized by the preceding definition of immediate family for a special and/or extraordinary occasion of death, provided the Professional Employee has used all available Temporary Leave.

b. A Professional Employee may be absent for either a full day or a half day to attend the funeral services of a relative other than those listed above and/or friends, and such leave may be charged to Temporary Leave. In the event a large number of Professional Employees in a building(s) desire to leave to attend funeral services as stated above, the response to such requests for leave will be determined by the principal, based on the ability to maintain the normal operation of the school's instructional program.

c. A Professional Employee may be excused, without loss of pay for period of up to four (4) hours to attend funeral services of relatives other than those listed above and/or friends. Such absence will not be charged to any Temporary Leave category, provided the principal determines that no substitute is required.

d. Individuals who do not agree with the building principal's/administrator's decision may request a review by the Department of Human Resources within five (5) days of the notification of the principal's/administrator's decision.

2. Leave for Governmental Service

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- a. Professional Employees who are appointed members of official bodies of the State of Kansas which require absence from duty shall request the Superintendent's approval to be absent.
- b. If approved by the Superintendent, the difference between the Professional Employee's salary (on a per diem basis) and any compensation for service in the appointed position will be paid by the District.
- c. Request for absence shall be made in advance on the District form. These requests for absence must be approved by the school principal and forwarded to the Department of Human Resources for action.

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3. Judicial Leave

Professional Employees shall be granted leave as necessary for jury duty or to appear in a court of law as a subpoenaed witness in a case where the employee is not a litigant. The difference between the Professional Employee's salary and pay for Judicial Leave will be paid by the district. Written notification must be made to the building principal/administrator prior to Judicial Leave and a written statement of pay received must be submitted at the completion of the leave.

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4. Association Leave

Delegates to meetings of KNEA, NEA SM or related Association activities will be named by the President of the Association or the President's representative subject to the consent of the Superintendent, whose consent shall not be unreasonably withheld. If consent is given, the District shall incur no expense for delegates attending such meetings. The District will pay for the cost of substitute teachers up to forty (40) days. The Association will reimburse the District for the cost of substitute teachers for any days granted beyond the forty (40) days. The number of days for any one individual will be limited to sixteen (16) per year. The number of days available to the Association for Association Leave will be determined annually by the Superintendent.

5. Professional Leave

Selected Professional Employees may be granted leave (other than Association Leave) to attend state, regional, or national educational meetings. Such leave may be initiated by either an employee or the school district. In either case, applicants will be selected at the discretion of the Superintendent, or other authorized administrator after consultation with appropriate persons.

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6. Absence Due to Personal Injury - Workers' Compensation

- a. Whenever a Professional Employee is temporarily absent from school due to a personal injury suffered on the job and is temporarily unable to perform the Professional Employee's duties, and the injury is not the result of the Professional Employee's own negligence, the Professional Employee may,

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at the employee's option, use accumulated sick leave to supplement their income beyond the Workers' Compensation payments or award made for temporary disability because of said injury. If the employee selects sick leave to supplement the employee's salary or if the injury was caused by a battery under subsection (b), then the employee will be paid by the District on a daily basis equal to ten percent (10%) of the employee's first \$82 on a daily basis of earnings plus eighty-five percent (85%) of the employee's earnings over \$82 on a daily basis. The District shall make said payments only during the school year in which the injury occurred, and in no event shall said payments continue beyond a period of 180 consecutive calendar days from the date upon which said injury occurred. The employee's record will be charged sick leave on the basis of the supplemental income paid divided by the employee's daily pay rate, but in no case will the sick leave amount charged exceed 1/2 day per day of absence. There will be no charge to sick leave for the first five (5) scheduled workdays of temporary leave.

- b. Whenever a Professional Employee is absent and receiving temporary total disability benefits under Kansas Workers' Compensation law as a result of personal injury caused by battery arising out of or in the course of employment, the District shall not charge sick leave. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attaching a police report, if such a report has been filed.
- c. The Board shall have the right to have the Professional Employee examined by a physician to assist it in determining the length of time during which the Professional Employee is temporarily unable to perform duties and that the disability is attributable to the injury involved.
- d. In the event that a Professional Employee who was injured during the course of their employment is still disabled by virtue of said injury in the school year following the year in which they were injured, upon written request by the employee, the employee may use accumulated sick leave to make up the difference between their net take-home salary (as determined in subparagraph a. above) and any Worker's Compensation payments or temporary disability awards they are receiving, with accumulated sick leave being charged in 0.5 day increments rounded up.

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## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

- A. Extended Leaves of Absence: As applicable, staff members employed during the 2015-16 school year will be "grandfathered" under the terms of the previous language.

Provision has been made by the Board of Education for absence from duty of Professional Employees as follows:

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Extended Leave

- Health Leave
- Association Business Leave
- Parental Leave
- Military Leave
- Foreign Travel or Teaching - Academic Study
- Personal

All requests for extended leaves of absence will be applied for and those approved shall be granted in writing. Professional Employees requesting reassignment upon completion of an extended leave of absence will be assigned to the first available position based upon their professional preparation, experience, and certification. Except for Association Business Leave and Military Leave, if a vacancy is not available by the beginning of the second year following the completion of the leave, the leave status ends and the Professional Employee is terminated from the district.

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Part-time Professional Employees who go on Extended Leave of Absence should not expect to return to a position which would increase their contract time. A part-time Professional Employee returning from Extended Leave of Absence may be offered a position of greater contract time.

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B. Health Leave (extended)

Any Professional Employee, having served the district for a minimum of three years, and with approval from the Superintendent and/or their designee, whose personal illness or physical incapacity extends beyond accumulated Sick Leave will be granted leave of absence without pay or increment for the remainder of the current semester. Health leave may be extended for one additional semester with application, as appropriate and available, made no less than 30 days prior to the conclusion of the current semester. In cases where such notice is not available, consideration will be made at the discretion of the Superintendent and/or their designee. At such time as the employee is diagnosed by their medical advisor as able to return to work, the employee may be returned to a position for which they are licensed, provided one is available, at the beginning of the subsequent semester or school year. Under no circumstances will an employee be entitled to return to a position.

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C. Association Business Leave (extended)

1. Professional Employees designated by the recognized employees' organization may, upon request, be granted a leave of absence for up to two years without pay, for the purpose of engaging in activities of local, state, and national affiliates of the Association. Upon return from such a leave, a Professional Employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position.

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2. The president of the NEA SM may, upon request, be granted a leave of absence for up to six years for the purposes of performing those duties. The district will

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annually issue an employment contract to the NEA SM president during the term of the president's service. Such president shall receive Experience Credit as outlined in Article XI (Contracts and Salaries) C. (Experience Credit), 2. (Present Employees), hereof. During the tenure of the NEA SM president, the provisions of Article VIII (Temporary Leaves of Absence) hereof shall not apply to said president, including the accumulation of temporary leave and the reporting of absences to the district. The NEA SM will reimburse the district for all salary and benefits costs associated with the president's compensation. The Association agrees that the NEA SM president does not serve as an agent of the district while performing duties of the NEA SM president. Accordingly, the Association agrees to indemnify and hold the district harmless for any action of the NEA SM president while performing duties of the NEA SM president. Upon return from such leave, the NEA SM president will be assigned to the same position, if available, or, if not, to a substantially equivalent position.

During the president's leave of absence, the president may agree to accept an additional assignment from the district. In that case, the district and the president shall agree (a) to the president's duties and responsibilities, (b) the terms and conditions of that assignment, and (c) an appropriate credit toward the NEA SM reimbursement for the president's salary and benefits.

D. Parental Leave (extended)

1. A ~~Professional Employee~~ may be granted a leave of absence, without pay or increment, for the purpose of prenatal care, or for the purpose of childcare, upon the birth of or adoption of a child. Under special/appropriate circumstances, approved Parental Leave (extended) may be adjusted/discontinued with the approval of the Superintendent and/or their designee.
  - a. In the event of pregnancy, the Professional Employee shall file a request for extended parental leave with the Human Resources Office at the beginning of the third trimester of pregnancy.
  - b. In the event of an adoption, the Professional Employee shall file written notice with Human Resources at the time the Professional Employee received notice from the adoption agency.
  - c. Such leave may commence at any time and will extend through the end of the current semester.
  - d. Upon written application, such leave may be extended for one semester.

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Exceptions to this policy will be governed by the requirements of the Family and Medical Leave Act.

E. Military Leave (extended)

1. Leave for military or alternate civilian service, as provided by law or in the regulations of the Selective Service System, will be granted, without pay or increment, to any Professional Employee who is inducted or enlists in active military or civilian services. This leave shall continue for the duration of the period of actual service and for ninety (90) days immediately following the honorable discharge or separation of the employee.
2. Within ninety (90) days following the honorable discharge, each person desiring reinstatement shall so notify the Board and shall furnish evidence of physical fitness and mental competence to do the kind of work the Professional Employee was doing at the time leave was granted, or such work as may be available.
3. This leave does not include or guarantee any assignment in addition to, or independent of, the standard assignment or any extra-standard salary allotment therefor.
4. Every possible consideration and preference in assignment shall be accorded to persons returning to the schools from the Armed Services.
5. This leave applies only to persons who enter military service, and does not apply to persons who voluntarily seek employment in war industries or other governmental positions.
6. Professional Employees who are members of units of the National Guard or reserve forces of the United States and who are called to serve a mandated tour of duty for training or other service by proper authority pursuant to the laws of the United States or of the State of Kansas, shall be granted a leave of absence not to exceed fifteen (15) days during a contract period. Professional Employees called to serve will select those duty options which least interfere with the educational program of the District. The Professional Employee will be reimbursed by the District to make up any difference between the Professional Employee's base contract daily rate and the Professional Employee's military pay during this leave of absence.

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F. Foreign Travel or Teaching; Academic Study (extended)

1. Foreign Travel

Leave for Foreign Travel may be granted, without pay, for a period not to exceed one year, to any Professional Employee who has attained permanent status. Application for leave for Foreign Travel must be made no later than April 15th before the leave is to commence and shall commence on the day after the last contract day of a school year and terminate one year from that day. Upon return from such leave, a Professional Employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position. These leaves are granted for one year at a time, and a Professional Employee must request renewal of the leave for an additional year.

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2. Foreign Teaching

If the teaching is conducted through a teacher exchange program, an increment will be granted upon return. Leave for service in Foreign Teaching may be granted, without pay, for a period not to exceed two years, to any Professional Employee who has attained permanent status. Application for leave for Foreign Teaching must be made no later than April 15th before the leave is to commence and shall commence on the day after the last contract day of a school year and terminate two years from that day. Upon return from such a leave a Professional Employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position. These leaves are granted for one year at a time, and a Professional Employee must request renewal of the leave for an additional year.

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3. Academic Study

Leaves for full-time study in a college or university may be granted, without pay or increment, to any Professional Employee for a period not to exceed one year. Application for leave for Academic Study must be made no later than April 15th before the school year in which the leave is to commence. Requests for a one-year extension of this leave may be approved upon written application to the Department of Human Resources. The request for return to duty by the Professional Employee must include an official transcript showing evidence of successful completion of nine (9) hours of graduate credit for each semester of academic study.

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G. Personal Leave (extended)

After three (3) consecutive years with the District, and at District discretion, personal leave or that related to the care of an immediate family member suffering from a serious illness or injury may be granted without pay for a period not to exceed one year. Application for personal leave should be made at least thirty (30) days, but no fewer than fifteen (15) days prior to the effective date of the leave. The leave shall terminate on the last contract day of that school year. Upon return from such leave, a Professional Employee will be assigned to a position for which they are licensed to hold.

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**ARTICLE X**

**FRINGE BENEFITS PLANS**

A. Internal Revenue Code Section 125 Cafeteria Plan

1. The Board of Education shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.
2. Each Professional Employee may elect to execute a salary reduction agreement with the Board of Education. Contribution under this salary reduction agreement shall be designated by the employee for the purchase of a benefit or benefits from the following District approved plans:

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- a. Group Term Life Insurance and Accidental Death and Dismemberment Insurance;
  - b. Health Insurance will consist of a range of group health insurance plans, preferred provider programs and health maintenance organizations if available and financially feasible. Information relating to premiums and deductibles will be stated at open enrollment as they then exist.
  - c. Dental Insurance (provided the required maximum enrollment is met);
  - d. Such other lawful components as recommended by the Fringe Benefit Advisory Committee and approved by the Board of Education.
  - e. All monies remaining in dependent care and medical reimbursement funds at the end of the plan year shall, to the extent permitted by law, be divided equally among the dependent care and medical reimbursement participants. Such payment shall not exceed the cost of administrative fees.
  - f. Cash Option - Current **Professional Employees** who were hired prior to 1990-91 may continue to receive the annual sum of Twelve Hundred Dollars (\$1,200) as a cash option in lieu of such **Professional Employee** accepting the Board's contribution toward the cost of health insurance. Employees who have retained their right to participate in the cash option pay may select any District offered health insurance plan under the Section 125 Cafeteria Plan. Employees on approved leave shall not lose eligibility by virtue of such leave. Any **Professional Employee** who continues to receive such cash option shall be ineligible for the Board contribution to health insurance. Any **Professional Employee** who now elects or has previously elected to receive said Board contribution shall be ineligible for the cash option. An election to discontinue the cash option must be made on or before August 1 of each year, and shall thereafter be irrevocable.
  - g. Salary Protection Insurance
3. **Professional Employees** wishing to participate in the Section 125 Cafeteria Plan offered to **Professional Employees** shall complete the online open enrollment benefits process during the prescribed Open Enrollment period each year. The accuracy and timely submission of this benefit information is solely the responsibility of the **Professional Employee**. Each **Professional Employee** agrees to hold the District harmless from any failure on their part to submit the online enrollment in a timely fashion. Once made, a benefit election shall be irrevocable (except as specifically allowed by Internal Revenue Service Regulations) for that particular plan year. Any lawful changes must be requested for each subsequent plan year during the prescribed open enrollment time frame which shall not be less than 30 calendar days.
4. It is agreed that **Professional Employees** shall comply with all applicable directives of the Internal Revenue Service or other federal or state regulations, as amended,

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in administering and maintaining the Section 125 Cafeteria Plan. The Board of Education reserves the right to draft and implement all necessary documentation in regard to the Section 125 Cafeteria Plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to terminate the Plan if it is found to be unlawful under any applicable law.

5. The Board of Education may withhold such amounts of a Professional Employee's compensation hereunder as may be necessary, in the opinion of the Board, to comply with state and federal laws; i.e., social security and retirement.
6. The selection of the carrier or carriers for each of the offered benefits shall ultimately rest with the Board of Education but all screening and recommendations shall be made on an annual basis by a Benefit Committee which shall include at least three (3) members selected by the Association and the NEA SM Executive Director.

B. Board Contribution to Health Insurance

1. Effective January 1, 2022, through December 31, 2022, if a Professional Employee wishes to select employee health insurance coverage available to District employees, the Board will pay the cost of the single premium for that Professional Employee's coverage as follows:
  - a. Up to a maximum of Seven-Hundred Ninety-Two Dollars (\$792.00) per month for those Professional Employees who participate in the wellbeing incentive; or
  - b. Seven-Hundred Forty-Two Dollars (\$742.00) per month for those Professional Employees who chose not to participate in the wellbeing incentive.For Professional Employees who choose the High Deductible Health Plan (HDHP), the difference between the Board contribution level and HDHP cost will be placed in a Health Savings Account (HSA) for that employee.
2. A Professional Employee who is under contract for five-tenths (5/10ths) time or more may select health insurance available to District employees at a prorated amount paid by the Board, which proration shall be based on the percentage of full-time work by the employee.
3. The sum paid by the Board for the health insurance premium shall be for the purchase of coverage of the individual Professional Employee only. In no event shall the Board pay for dependent or family coverage of any Professional Employee. Professional Employees are eligible to purchase dependent health insurance coverage under the Section 125 Cafeteria Plan.
4. In the event two married Professional Employees are employed by the Board of Education, the Board payment to each of the two Professional Employees can be

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Deleted: In the event that the single premium for the HMO plan increases by less than 7.8% from the 2020 plan year to the 2021 plan year, the total amount of the difference between the actual increase and 7.8% will be budgeted in the 2021-22 fiscal year toward the adjustment of secondary teaching periods.

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pooled but shall be limited to, and not exceed, the two person monthly premiums for the insurance programs selected and in no event shall the monthly payment exceed two times the amount provided to an employee as described in Article X, section B, paragraph 1.

C. Board of Education's Sick Leave Assistance Bank

The use of the Sick Leave Assistance Bank is for the Professional Employee only. In an instance of prolonged illness or personal injury (other than that covered by Article VIII, Section E, paragraph 6), a Professional Employee or anyone acting on the employee's behalf, may make application to the Board of Education to borrow a sum of days (not to exceed twenty (20) days). The Board, in its sole discretion, will consider the request, and if approved:

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1. Said employee may borrow a designated number of days, to be fixed by the Board and not exceeding 20 days in any fiscal year.
2. Upon return to full-time service, the employee will not have to repay the Board for the borrowed days.
3. It is understood by the parties that the Board will not grant under any circumstances an aggregate number of days in excess of 250 in any school year, nor will any individual employee be given more than twenty (20) days.
4. It is understood by the parties that this section is intended to be applicable to extraordinary circumstances, and any such application may be summarily denied, and the decision of the Board shall be final and not grievable.
5. This section will be applicable only when the Professional Employee has exhausted all temporary leave available and has no access to Short Term Disability or Workers' Compensation.
6. In considering and/or granting such a request, the Board may require any documentation or other proof that it shall deem necessary under the circumstances.

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D. Retirees

Professional Employees who have attained full KPERS retirement benefits by the end of the current school year are eligible to participate in the District health plan (as from time to time amended) contingent upon all of the following requirements:

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1. The employee is retired and receiving benefits under the Kansas Public Employees Retirement System (KPERS) on or after October 1, 1993, and:
  - a. has completed a minimum of 10 years service;
  - b. is enrolled in the District plan on their retirement date.

2. The employee must make timely payment of all premiums.
3. Eligibility for participation shall cease at any time the employee becomes Medicaid or Medicare eligible; or the employee becomes covered under some other employer-sponsored medical plan; or the employee discontinues participation in the medical plan including default of medical payments.

E. Deferred Compensation Program for All Professional Employees

1. A non-transferable, tax-sheltered program is available to all Professional Employees of the district.
2. The contributions for such a plan shall be made solely by the employee under a salary reduction plan. The selection of the carrier or carriers shall ultimately rest with the Board.
3. Employees new to the District must utilize those companies which have been approved by the Board, but such employees, when permitted to do so under the law, may be allowed to roll-over any funds which were in a tax-sheltered plan of a former employer.
4. Approved companies must enter into formal agreements developed by the District.
5. Professional Employees who wish to enter into agreements with approved companies must properly complete a "Salary Reduction Agreement" which has been approved by the Board of Education.
6. Professional Employees wishing to participate shall complete all forms necessary to implement the contribution or deduction. Such forms must be completed and received by the Payroll Office on or before the 15th day of the month prior to the month of actual deduction or contribution. No changes will be allowed for the summer months (June, July and August) after May 15. The District will not make a September deduction or contribution on behalf of a new employee or an employee wishing to make a change unless all of the aforementioned forms are received by the Payroll Office on or before the last workday in August.
7. The Board of Education may withhold such amounts of a Professional Employee's compensation hereunder as may be necessary, in the opinion of the Board, to comply with state and federal laws; i.e., social security and retirement.

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F. Protection of Professional Employee Property

1. The Board will reimburse the Professional Employee for damage or loss of personal property, up to an amount not to exceed \$200, when such loss or damage of personal property arises out of and in the course of the Professional Employee's employment under the following circumstances:

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- a. The property was brought to school to be used as an adjunct to instructional activities, with prior approval of the principal.
  - b. Such coverage shall not apply if the negligence of the Professional Employee contributes to the damage or loss.
  - c. Any payment by the Board shall not be construed as an admission of responsibility or liability by the Board, its agents, servants, or employees.
  - d. Requests for reimbursement shall be made to the area associate superintendent in the area in which the incident occurred. The applicant will be notified as soon as decision has been made.
2. The Board may reimburse any Professional Employee for clothing or other personal property damaged, destroyed or stolen as a result of violence, assault, or battery sustained in the course of employment while on District property, not to exceed \$300 for each incident. This section shall not be construed to be an admission of liability on the part of the District. Request for reimbursement shall be made to the associate superintendent in the area in which the incident occurred, whose determination of whether the particular circumstances involved justify any assistance from the Board, shall be final.

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## ARTICLE XI

### CONTRACTS AND SALARIES

#### A. General Requirements

- 1. All questions relating to contract interpretation shall be submitted in written form to the Department of Human Resources.
- 2. All contract staff members are required to be on duty for orientation and planning during the contract days preceding the opening of school.
- 3. Applicants who are employed must submit an official transcript of all college credit, a valid Kansas certificate, license or certificate of registration, and written evidence of having fulfilled physical examination requirements as prescribed by the State of Kansas before any salaries can be paid.

#### B. Professional Employee's Compensation - Definition

- 1. Each Professional Employee employed by the Board shall be compensated for the professional services rendered during the professional days for the term of the contract year. This compensation shall be termed salary and the amount of such salary the Professional Employee receives shall be determined by placement on the appropriate salary schedule.

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- 2. Professional Employees who return to employment in the District following an extended leave of absence or who have been transferred to a different school assignment prior to the beginning of a contract year will work the same number of contract days as the members of the regular staff.

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C. Experience and Educational Credit

1. New Employees

- a. None of these provisions, unless expressly stated otherwise, shall have any application to Professional Employees currently under contract with the District.
- b. Normally, a newly hired Professional Employee shall be given up to nine years credit on the salary schedule for prior experience as a Professional Employee if such experience is approved by the District, or for Professional Employees who have experience in an accredited school and/or agency experience in their field of expertise. A newly hired Professional Employee with part-time experience in accredited schools outside the Shawnee Mission District will receive credit for their aggregate total of experience rounded up or down to the nearest full step. Former and current Professional Employees of Shawnee Mission will receive full credit for their part-time experience in Shawnee Mission. A Professional Employee with nine full years of approved experience credit as a Professional Employee shall be placed on the tenth step of the salary schedule. The amount of previous credit thus granted shall be determined at the time of initial employment and shall not be subject to review or change thereafter; provided, however, during the first contract year of employment, the Professional Employee may appeal the initial placement to the Human Resource Services Division.
- c. As an exception to the normal rule as above set forth, the District shall grant and approve all Unified School District 512 experience to those new hires who have previously been under contract with the District; provided, however, such an employee will not receive credit for any experience outside the District if the person has nine or more years of experience with Unified School District 512. The limitation for review shall be the same as set forth in paragraph (b) above.
- d. Professional Employees employed for one full semester of the school year in Unified School District 512 shall be credited for one year of experience on the salary schedule. One full semester of teaching experience obtained in each of two different years or school systems shall be combined and count as one year of experience on the salary schedule.

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e. In order to fill critical needs or market demands, the superintendent shall have the authority to place a new hire on any level of the salary schedule. This determination will be made at the initial time of employment.

f. All accredited experience must be verified, and the Professional Employee's contract will be adjusted accordingly in the initial school year of employment.

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g. At the discretion of the superintendent, the district may provide a one-time cash signing incentive to a job candidate. The criteria to determine use will be when few or no applicants are available that meet district standards.

h. The educational column granted to newly hired Professional Employees shall be determined at the time of initial employment.

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2. Present Employees

Each Professional Employee currently employed by the District is entitled to one higher step on the salary schedule, for each year of continuous teaching experience under contract with the District; provided, however, there was no step increase granted for the 1999-2000 contract year and no step increase granted for the 2010-2011, the 2011-2012 or the 2013-2014 contract years.

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D. Additional Work Time

1. In addition to the basic schedule, Professional Employees shall be compensated for daily assignments that extend beyond the classroom schedule. Training and work programs in excess of the regular school year, to which staff members are assigned annually, shall be made a part of the individual's regular contract.

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2. Should the District elect to hire Professional Employees on an hourly basis for tutoring, summer school, homebound, or night school, such hourly rate will be compensated at 100% of the hourly rate of BS Step 1 (Tutoring is defined as instructional support for identified students as designated by the school administrator. Payment of the hourly rate is only for tutoring that occurs before or after the student school day.) Part-time Professional Employees who are paid on an hourly basis for tutoring will be paid the hourly rate for such duties performed before or after their contract time.

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3. The hourly rate for supervision of intramurals, before or after school, will be 50% of the hourly rate of BS Step 1, provided the Professional Employee is not under a contract to perform these duties.

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4. Other hourly pay which may be authorized for additional work time shall be at the rate of 80% of the hourly rate of BS Step 1. These other activities include but are not limited to workshop presentation, adult education classes, workshop attendance, curriculum writing, and other activities that are not included in the other two rate definitions.

5. Professional Employees who are paid for mileage in conjunction with their employment shall be compensated at no less than the current rate paid to employees of the State of Kansas.
6. Elementary regular education classroom teachers who are assigned combination grade level classes will be paid an additional sum of \$1,000 per year. This provision does not include special areas, special education, EL, ELL, or any other teachers except elementary regular grade level teachers.
7. When invited to participate by the administration, teachers who complete certification to teach Project Lead The Way, as well as Advanced Placement (AP) or International Baccalaureate (IB) training, will be paid a stipend of \$100/per day of training.
8. For the purposes of this subsection "hourly rate" shall mean annual salary divided by 187 days divided by 8 hours.

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E. School Day Defined

The basic salary schedule includes all staff assignments occurring within a school day which shall be defined as an eight (8) hour day on the secondary level and seven (7) hours, forty (40) minutes on the elementary level. Early dismissal of classes shall have no impact on the required attendance hours of Professional Employees except for the vacation periods of Spring Break. Teachers who see students the day before spring break will be released thirty (30) minutes after students. If a teacher workday without students is scheduled the day before spring break, Professional Employees will be released thirty (30) minutes after the students' early dismissal schedule. This includes the schedule of study halls and clubs during the activity period, lunchroom supervision, and supervision of the eighth hours on schedule.

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Extra pay for extra assignments is not applicable unless the assignments are regular assignments over and above the normal assignment. The regular schedule may be altered by mutual agreement between a Professional Employee and the building principal, with the concurrence of the appropriate district supervisor, to permit the performance of extra-curricular activities.

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F. Change of Status (*TRANSCRIPTS*)

1. Any Professional Employee in the Unified School District 512 who changes from one qualification group to another through additional academic training during the period of service in the Unified School District 512 is entitled thereafter to the advantages provided in the schedule for the advanced qualification group.
2. Salary adjustment for increased training will be made throughout the contract year, but not later than the May pay cycle. The change in status of a Professional Employee on the salary schedule shall be determined on the basis of an official transcript submitted to the Department of Human Resources and will be limited to one time per year or contract period. To receive maximum benefit of the salary

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adjustment, the Professional Employee must submit to the Department of Human Resources, by September 15, either an official transcript or written evidence that the transcripts could not be obtained by the deadline. Status change after this point will become effective for the subsequent pay periods if official transcripts are received by the last work day of the prior month, but will not be retroactive. Staff members are encouraged to process their transcripts immediately after completion of the coursework or degree. Upon receipt of the official transcript, a change of contract will be prepared by the Department of Human Resources.

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3. Credit for advanced placement on the salary schedule shall be granted to Professional Employees who have earned additional hours or advanced degrees (Master's or Doctorate) in their major or minor teaching field, or educational career plan, from an accredited college or university.

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4. A Professional Employee will only be granted credit for one column movement per year. An exception to this provision will exist if the Professional Employee has earned an advanced degree (Master's or Doctorate). If a Professional Employee has earned an advanced degree that would result in the employee moving multiple columns, then the employee will be allowed to proceed to the column that corresponds to that advanced degree placement.

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5. In no event will a Professional Employee receive credit on the schedule for hours taken concurrent with the hours (or other requirements, except orals) necessary to qualify for a degree. (The current column position of a Professional Employee will not be altered, notwithstanding the fact that such an employee may have attained that position by the use of credits no longer recognized; and professional growth credits earned prior to July 1, 1979, will be honored in accordance with the applicable provisions of the 1978-79 Agreement. No further advancement on a column will be hereafter granted on the basis of professional growth units unless such units were earned prior to July 1, 1979.)

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6. The term "credit hours" shall be interpreted as semester credit hours for the purpose of movement on the salary schedule.

#### G. Termination Payment

1. In the event that service of any Professional Employee is terminated by reasons of death, resignation, or other cause; or if there are any irregularities of service during the contract period, the amount of salary due in full shall be based on actual days of service performed as compared to the total number of days required to be performed under contract.

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2. Professional Employees who retire due to age or who resign, shall be paid in full at the time of retirement or resignation. The estate of Professional Employees who die during their term of service shall be paid in full for the services of that Professional Employee up to the time of death.

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#### H. Payment of Salaries

1. Full-time, regular contract, certified employees shall be paid for services rendered on a twelve-month basis, payable the 20th day of the month. When the 20th day of the month is on a Saturday or a Sunday, or falls within non-working days during the school year, the checks will be distributed the last working day preceding the 20th day of the month. This salary shall be based on the school year including teaching days and non-teaching professional days.
2. Exceptions shall not apply if the receipt of a salary payment would constitute payment in advance for services yet to be performed.
3. If a Professional Employee goes on leave of absence, retires, resigns, or is terminated for any cause before serving the full school year, the Professional Employee's salary shall be adjusted and paid on the basis of the relationship between the number of contract days worked and the total number of days in the contract year.
4. An exception to the regular receipt of salaries shall be that a Professional Employee may elect to receive any remaining installments due at that time the Professional Employee receives the tenth monthly installment as provided by K.S.A. 74-4940.
5. Newly hired Professional Employees may, at the beginning of their first year of employment, elect to receive \$1,200 of their yearly salary on August 20th. The remainder of their salary will be paid in 12 equal installments.

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I. College Tuition Reimbursement

1. In the event that the district requests that a teacher become qualified to teach specified courses, the district will pay up to 18 credit hours expenses for tuition to the college or university in which a Professional Employee enrolls and successfully completes the requisite coursework. Any and all education tuition expenses initially shall be paid by the Professional Employee, and upon submission of written proof of payment of educational expenses, and completion of a semester of graduate study by the Professional Employee, the district shall directly reimburse the Professional Employee, up to the limit established herein. Total payments by the district shall not exceed the amount for tuition for an equivalent number of hours at a Kansas Board of Regents Institution.
  2. In consideration of the district paying education expenses on behalf of a Professional Employee, the Professional Employee agrees to be employed by the district for a period of three (3) full school years from and after the date of becoming qualified. A full school year shall begin with a Fall semester and end with a Spring semester, regardless of the time the Professional Employee actually becomes qualified.
- Should the Professional Employee terminate their employment with the district at a time prior to the three (3) year commitment set forth in this section, or if the Professional Employee does not fulfill the requirements set forth, the Professional Employee agrees to reimburse the district the actual amount paid by the district

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pursuant to this agreement, up to the total amount of tuition reimbursement received due on or before the Professional Employee's last day of employment with the district, or prior to the end of the Professional Employee's current contract. If the Professional Employee is terminated or nonrenewed by the district prior to the fulfillment of their commitment, then no reimbursement of educational expenses shall be required.

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3. This provision is not and should not be construed as a commitment by the district to continue the employment of the Professional Employee for any specific period of time. All rights and obligations of the parties as to continuing contracts of employment shall be governed by any existing contract of employment. No statutory rights of either party are limited by this provision.

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## ARTICLE XII

### PROFESSIONAL EMPLOYEE WORK SCHEDULE

#### A. Professional Employee Schedule

1. Professional Employees on the secondary level will be required to maintain an eight (8) hours per day work schedule. Professional Employees on the elementary level will be required to maintain a seven (7) hour, forty (40) minutes per day work schedule. The Superintendent shall annually establish the beginning and ending class schedules in each school in the district. The Superintendent will likewise establish periods of time for each school before and after the class schedule during which Professional Employees must be on duty. During such times, the principals may require such Professional Employees to place themselves in designated areas for the purpose of supervising the coming and going of students. If not specifically assigned to an area for such purpose, these periods may be used for planning, preparing, and evaluating instructional activities. The Superintendent or designee may assign a different schedule as required by the educational programs of the District. Additionally, the schedule may be mutually modified by Article XI, Section F.

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2. Secondary School Schedules

All full-time secondary school teachers will be scheduled for no more than six teaching periods. Additional teaching periods may be assigned with the Professional Employee's consent. The Superintendent or their designee may, in their discretion, reduce the number of teaching periods assigned to secondary teachers or to any grouping of secondary teachers. Consistent with recommendations approved by the Board of Education through the ongoing strategic planning process, the District affirms its commitment to phasing in the adjustment of secondary teaching periods beginning with the 2021-22 school year,

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contingent on the state meeting its funding obligations under the current finance formula, and adequate availability and flexibility of district funds as defined by the Board of Education's budgeting process.

3. The Superintendent is authorized to approve applications for early dismissal for approved graduate study. This early dismissal time shall be limited to thirty (30) minutes after the class schedule. In the event early dismissal is granted, the time shall be made up as agreed between the Professional Employee and the school principal. If the Professional Employee does not make up the time as agreed, then the Professional Employee's salary shall be prorated. During a semester the Professional Employee shall not enroll for more than six (6) semester hours of credit that require early dismissal.

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#### B. The Professional Day

1. Each Professional Employee shall have the professional responsibility to:
  - a. Spend the time necessary for complete and adequate preparation for carrying out individual responsibilities to their students and necessary administrative work related to the Professional Employee's assignment;
  - b. Participate in individual conferences between Professional Employee and administrator and attend staff conferences;
  - c. Participate in student and parent conferences; such conferences should be scheduled so as not to interfere with the ongoing instructional program.

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#### 2. Duty Free Lunch

All Professional Employees shall have an uninterrupted lunch period free of assigned responsibility for a period of at least twenty-five (25) minutes duration. The principal shall arrange scheduling so that the Professional Employee is free the required time.

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#### 3. Professional Employee School Schedules

##### a. Plan Time

Professional Employees assigned full-time to a secondary school (7-12) will have at least one period each day for the purpose of planning, preparation and evaluation of instructional activities. Professional Employees assigned full-time teaching responsibilities in elementary schools (Pre-K-6), including librarians will have at least two-hundred thirty (230) minutes per week within the regular student contact hours, excluding recess, for the purpose of planning, preparation, and evaluation of instructional activities.

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To be counted as part of planning time, a minimum of 20 continuous minutes must be scheduled.

b. Coverage During Plan Time

If a Professional Employee is assigned to cover another Professional Employee's classroom, and the assignment results in a loss of that individual's contractual right to plan time, as provided above, such coverage will be compensated at \$20 per hour.

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c. Split Assignments

Full time elementary Professional Employees assigned to more than one building shall be assigned no more sections or classes than full time Professional Employees in the same department, at the same building, whose assignments are not split.

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d. Block Schedules

Secondary schools may elect to utilize a block schedule approved by the Superintendent and then by an affirmative vote of a majority of the Professional Employees within the building. If a block schedule is elected, there will be a minimum of 85 minutes every other day for planning, preparation and evaluation of instructional activities, and a 40-minute duty-free lunch (or any other schedule which meets the current planning time and duty-free lunch standards). The initial election must be made prior to January 1st of the year preceding implementation.

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The election will be by secret ballot and counted by the principal and NEA SM building representative.

e. Elementary Specials

Elementary teachers of Art, Library, Physical Education, and Music (excluding band and strings) curriculum shall not be required to teach more than the equivalent of six class periods per day and shall not be required to teach classes which consist of students from more than one home room.

4. Secondary Assignments

If a Professional Employee in the secondary schools (7-12) is assigned to four (4) or more different subject-matter preparations, then that Professional Employee may be assigned to no more than five (5) teaching periods daily without mutual agreement of Professional Employee and principal. This provision shall not apply to special education teachers. Subject matter preparations and teaching periods for special education teachers will be established by the principal after consultation with teachers and consideration of students and teacher needs.

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5. Examination for Contagious Conditions

No Professional Employee, except nurses, shall be required to examine students for contagious conditions.

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6. Cafeteria Supervision

A Professional Employee's regular assignment shall include cafeteria supervision only with the Professional Employee's consent.

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C. The Professional Year

1. The work year of Professional Employees shall be determined by the terms and conditions of Professional Employee's individual contracts based upon the official school calendar. Current Professional Employees, exclusive of those in supplemental or extended time contracts, shall be employed by the Board for a contract of 187 days. Professional Employees new to the District, exclusive of those in supplemental or extended time contracts, shall be employed for 190 days. These days shall commence on the date the Professional Employee is required to report for initial duties. The calendar shall be set by the Board of Education, with such input as the Board deems necessary from the administration, teachers, and patrons.

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It is the intent of the parties that the calendar will be set one year in advance.

All days designated as teacher workdays without students are to be used at the discretion of the Professional Employee for activities related to instructional purposes. Teacher workdays without students will be self-directed. Flexibility with respect to locations for working will be supported.

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2. Professional Employees shall be paid additional compensation on the basis of contract extension in the form of an initial contract or by addendum. Such payment shall be on the basis of the Professional Employee's daily rate of base pay multiplied by the number of additional days worked. (Counselors will receive contract addendums for eighteen (18) additional days.)

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3. The calendar shall contain 194 days: Three (3) days shall be designated as orientation days for Professional Employees newly employed by the District; 191 days to be designated as either professional development, teacher work day or student contact days. The days to be allocated to either professional development, teacher work day or student contact days will be designated annually by the Board of Education when the calendar is developed. Four (4) of the 191 days are specifically scheduled to compensate for those school days when schools of the District may be closed due to hazardous driving conditions. In the event no such closing is necessary, or if it becomes necessary to close schools for one day, the extra day(s) will be canceled prior to the expiration of the school year.

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The calendar shall include the following holidays/breaks with minimum lengths as designated:

- Labor Day (1 day)
- Thanksgiving break (3 days)
- Winter Break (minimum of 8 week days, including the dates from December 23 through January 2)
- Martin Luther King Day (1 day)
- Presidents' Day (1 day)
- Spring Break (5 days)
- Memorial Day (1 day)

Conferences and school improvement days will be identified on an annual basis. However the calendar will include:

- The first four days of the contract year for returning teachers will be for in-service and classroom work. The equivalent of one of these days will be reserved for individual teacher preparation.
- The first student day is early dismissal for grades 1-6.
- Kindergarten Orientation will be held the first two student days.
- The end of the first quarter will be a teacher work day.
- There will be a full day for Pre-K-12 parent-teacher conferences in the Fall.
- The last day before winter break will be a full contract day with early dismissal for students and the remainder is a teacher work day.
- The first day of semester two will be a teacher work day.
- The end of the third quarter will be a teacher work day.
- Last Student Day — Early Dismissal.
- The Last Contract Day — no students.

4. Preparation of orientation and/or inservice shall be voluntary except where such is a part of contractual duties.

5. Professional Employees who are asked to prepare programs for orientation shall be informed of the amount of time expected of them for preparation before their acceptance of the assignments.

6. Professional Employees on supplemental pay assignments shall not be required to perform duties on any holiday or break period recognized in the contract during Labor Day, Thanksgiving Vacation, Winter Vacation, Spring Vacation, or the vacation that includes Memorial Day unless the notice of duty clearly stated such a requirement when it was assigned. However, in the event a previously assigned activity must be rescheduled on one of the aforementioned vacation days, the Professional Employee will be required to perform the assignment. Such vacation periods shall begin thirty (30) minutes after dismissal of students on the last day of regular classes when Professional Employees are released for that break.

**Deleted:** Recognizing changes that had to be made to the 2020-21 calendar due to the COVID-19 outbreak and the delayed start to the school year, the IBB team developed a calendar option for the District to consider that includes a Spring break consisting of 4 days, with the Monday of Spring Break week being an earned flex day for parent-teacher conferences. The parties agree that, for the 2020-21 school year only, Spring break may consist of 4 days if the optional calendar is adopted by the Board. The parties further agree that, in future school years, flex days will not be scheduled during the 5-day Spring Break unless specifically agreed to by the IBB team.

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7. Teacher Facilitated Professional Learning Time and District/Building Professional Learning Time will be planned and facilitated based upon the identified needs of teachers. Flexibility with respect to locations for professional learning will be supported. This may include collaborating from home, businesses, libraries and site visits to other schools or community business partners.

D. Staff Meetings

It is desirable that frequent staff and departmental meetings be held so that Professional Employees may assist in planning, improving, and carrying forward the instructional program authorized by the Board of Education. In order to promote satisfactory results, the following procedures should be observed:

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1. All meetings during school hours shall be scheduled with the school principal.
2. Meetings in school buildings before and after school hours and after 6:00 p.m. must be scheduled through the Office of Facilities Use.
3. Except for emergencies, school staff meetings will be scheduled on Tuesdays. Staff meetings scheduled either before or after the normal contract day will normally last no longer than forty-five (45) minutes. Staff meetings may be, but are not required to be, held every week. Emergency meetings may be called by the administrator whenever needed. Emergency is defined as an unforeseen set of circumstances that require immediate action. Part-time Professional Employees shall not be required to attend staff meetings when their contract hours do not correspond to staff meeting times.

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E. Night Meetings

Full time Professional Employees in one or more buildings may be required to attend up to five (5) night meetings throughout the school year, one of which is exclusively reserved for night conferences. Night duties shall be no longer than three (3) hours in length with the exception of graduation. Full-time Professional Employees who serve more than one building may agree to attend a sixth night meeting, in which case such employee shall be compensated for attendance at the middle (non-instructional) hourly rate designated in Article XI.D.4. Professional Employees who are part time will only be required to attend the same number of pro rata activities as their percent of contract, provided; however, that all part-time employees may be required to attend as many as three (3) night meetings.

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Night meetings may include, but are not limited to: Back-to-School night, Open House, PTA meetings, graduation, parent conferences and other activities that the principal determines necessary. Attendance at night meetings can only be required after a contract day Monday — Thursday. However, no Professional Employee will be required to perform, as a night meeting, any activity that is required to be the subject of a supplemental contract pursuant to applicable statutes.

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F. Tutoring and Private Instruction

Compensation other than the salary paid by the School District shall not be accepted for instruction given in any school building during the school day. Compensation for private instruction given at the school at other hours must be approved by the Superintendent. This policy does not apply to instruction given in the home of a pupil or a Professional Employee after school hours. (Professional Employees should not accept payment for tutoring their own pupils.)

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G. Academic Freedom

1. Academic freedom is the right of the Professional Employee and the learner to explore, present and discuss divergent points of view in the quest for knowledge and truth. Since only those who are free to learn can learn to be free and because the freedom to learn is dependent upon the freedom to teach, academic freedom shall be guaranteed to Professional Employees. A classroom atmosphere shall be encouraged which permits students and Professional Employees to study questions dealing with critical issues, included within the scope and sequence of the subject matter, the grade placement, maturity and level of comprehension of the students involved. Such questions and issues shall be consistent with the defined and outlined curricular programs approved by the Board of Education.

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2. Professional Employees shall select materials for classroom use which they deem to be appropriate to the grade level, content, and objectives of the subject matter taught, provided that such materials and methods of selection are in accordance with such policies, curricular programs, and curricular guidelines as are or may be established by the Board of Education.

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3. Professional Employees shall have the responsibility to teach the concepts, heritage, and traditions of a free and democratic society. They shall strive to instill in students the values of the local community as expressed in the objectives, philosophy, and curricular programs of the District as approved by the Board of Education.

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H. Job Sharing

Professional Employees who wish to share a full time position will submit a proposal as per the guidelines established by NEA SM and the district. Neither the determination of whether a job share request is granted nor its implementation shall be subject to the grievance procedure, but are subject to the complaint process as outlined in board policy.

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**ARTICLE XIII**

**WAIVER AND SCOPE CLAUSE**

- A. This Agreement shall constitute the full and complete commitments between the Board and the Association. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both the Board and the Association in a written and signed amendment to this Agreement.
- B. The individual Professional Employee contract, with the exception of any supplemental contract of employment (K.S.A. 72-2217) thereto, between the Board and an individual Professional Employee, shall be subject to and made subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. The parties acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore the parties will not be obligated to negotiate on any items whether contained herein or not, during the life of this Agreement except as provided by this Agreement.

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**ARTICLE XIV**

**SAVINGS CLAUSE**

If any Article, Section, or Clause of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the same shall be automatically deleted from this Agreement to the extent that it violates the law. Such invalidity or restraint will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are severable.

**ARTICLE XV**

**DURATION CLAUSE**

- A. This Agreement shall govern the rights of the Board and the Association from July 1, 2021, through June 30, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement shall be made available electronically to every Professional Employee

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This Agreement is signed this 23rd day of August, 2021.

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For the Association:

For the Board:

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President

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President

\_\_\_\_\_  
Chief Spokesperson

\_\_\_\_\_  
Clerk

**2021-2022 PROFESSIONAL EMPLOYEE SALARY SCHEDULE**  
**SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512**

STEP	BS	BS+10	BS+20	MS	MS+15	MS+30	MS+45	MS+60	DOC
1-3	43,779	44,773	45,774	50,893	52,356	53,857	55,475	57,051	59,708
4	44,773	45,816	46,857	52,121	53,588	55,204	56,819	58,470	61,127
5	45,816	46,890	47,931	53,401	54,859	56,510	58,165	59,898	62,552
6	46,890	47,973	49,084	54,746	56,165	57,900	59,625	61,357	64,014
7	47,973	49,084	50,277	56,080	57,546	59,319	61,090	62,896	65,555
8	49,084	50,242	51,395	57,514	58,975	60,780	62,588	64,436	67,091
9		51,429	52,628	58,975	60,397	62,279	64,129	66,086	68,749
10		52,663	53,857	60,475	61,895	63,821	65,745	67,744	70,399
11			55,204	61,968	63,433	65,434	67,398	69,399	72,091
12			56,510	63,594	65,010	67,091	69,093	71,171	73,826
13				65,166	66,627	68,749	70,785	72,979	75,630
14					68,326	70,515	72,671	74,816	77,518
15						72,323	74,511	76,788	79,439
16							76,445	78,781	81,439
17								80,794	83,479
18									
19									
20									
21			57,856	66,783	70,050	74,169	78,403	82,827	85,556
22									
23									
24			59,203	68,397	71,785	76,014	80,367	84,865	87,631

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**NOTE:** 1) The premium reduction for part-time **Professional Employees** is pro-rated.  
 2) New hires without previous experience will be hired at step 3.  
 3) New hires with previous experience will be placed on the schedule pursuant to Article XIC.

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**SUPPLEMENTAL PAY SCHEDULE - 2021-2022**

<b>HIGH SCHOOL SUPPLEMENTAL PAY POSITIONS</b>				
<b>Group I: \$7,285</b>		<b>Group IA: \$5,464</b>		<b>Group II: \$5,504</b>
Boys' Basketball		(75% of Group I)	Baseball	Marching Band
Girls' Basketball		Boys' Basketball JV	Choral	Orchestra
Cheerleader Sponsors		Girls' Basketball JV	Drill/Dance 11-12	Soccer
Football		Football JV	Drill/Dance 9-10	Softball
Track			(50% of Group II)	Swimming
Wrestling			Girls' Gymnastics	Yearbook
<b>Group III: \$4,806</b>		<b>Group IV: \$4,007</b>		
Cross Country		Musical Theater	BPA Advisor	HOSA Advisor
Debate		Pep Band/Jazz Ensemble	Bowling	Pep Club Sponsor
Drama		Video Production****	Concert Band	Skills USA Advisor
Forensics		Volleyball	DECA Advisor	Student Council Sponsor
Journalism			FCCLA Advisor	Tennis
			Golf	
<b>Assistant Coaches and Sponsors will receive 60% of the above groupings</b>				
Band		Bowling	Debate	Forensics
Baseball		Cheerleading	Drama	Golf
Basketball		Cross Country	Football	Gymnastics
				Musical Theater
				Robotics
				Soccer
				Softball
				Tennis
				Track
				Volleyball
				Wrestling
Bio Tech Coordinator		\$6,284	Literary Magazine	\$1,660
Culinary Coordinator		\$6,284	NJROTC Coordinator	\$2,223
Medical Health Science Coordir		\$6,284	NJROTC Teacher	\$6,284
Intervention Team		\$927	PLTW Coordinator	\$6,284
Debate Trip Supervisor: Per trip stipend**				
<b>Division Coordinator</b>				
		20+ FTE* teachers in Division	\$4,372	*SPED Coordinator includes paras
		10+ FTE* teachers in Division	\$3,751	
		Less than 10 FTE* teachers in Division	\$3,130	
<b>High School Counseling Department Coordinator</b>			\$3,714	
<b>Positions for Supervising, Chaperoning, Ticket-taking, etc.</b>			\$1,660	per position
<b>MIDDLE SCHOOL SUPPLEMENTAL PAY POSITIONS</b>				
Drug Free Club			\$927	
Intramural Coordinator			\$4,528	
***Orchestra, Choral & Band Director			\$755	
Positions for Sponsoring, Supervising, Chaperoning, etc.			\$1,660	per position
Assistant Coaching (75% of Sponsors)			\$1,245	
<b>ELEMENTARY SUPPLEMENTAL PAY POSITIONS</b>				
Student Council		\$1,125		
Lead Teacher		\$1,125		
Safety Patrol		\$1,125		
Choir		\$1,125		
Curriculum Rep.		\$1,125		
Math Club		\$1,125		
Science Club		\$1,125		
Debate Club		\$1,125		
Drug Free Club		\$927		
Wildwood Stipend		\$333	per overnight stay with a maximum of 2 nights paid	
<b>DISTRICT-WIDE SUPPLEMENTAL PAY POSITIONS</b>				
Mathletics Coach		\$1,660	P.E. Coordinator	\$4,246
6th Grade Before School Pre-Algebra		\$5,504	Resource Teacher K-12	\$1,660
Professional Development Council Rep.		\$1,660	(non-special education)	
Night Music/Itinerant Music Teacher		\$113	per building	

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The number of supplemental pay positions shall remain always at the discretion of the District.

\*\*Debate Trip Stipend: \$67 Fri. after school; \$124 Sat.; \$185 Fri.&Sat. no overnight; \$247 Fr.i&Sat +overnight

\*\*\*If the same person is assigned to band & orchestra leader in a school, only 1 stipend of \$867 is paid

\*\*\*\*If the same person is assigned Journalism & Video Production, only 1 stipend of \$4,737 is paid



**2021-2022, NON-DEGREE PROFESSIONAL EMPLOYEE, SALARY SCHEDULE**

<u>STEP</u>	<u>ND</u>	<u>ND+30</u>	<u>ND +60</u>	<u>ND+90</u>	<u>ND+120</u>
<b>1-3</b>	40,532	41,309	42,800	44,285	45,068
<b>4</b>	41,528	42,307	43,824	45,382	46,166
<b>5</b>	42,515	43,297	44,893	46,482	47,293
<b>6</b>	43,543	44,359	46,023	47,646	48,468
<b>7</b>	44,607	45,457	47,155	48,817	49,668
<b>8</b>	45,697	46,572	48,322	50,036	50,912

- NOTE:** 1) The premium reduction for part-time Professional Employees is pro-rated.  
 2) New hires without previous experience will be hired at step 3.  
 3) New hires with previous experience will be placed on the schedule pursuant to Article XIC.

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SALARY SCHEDULE

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LONGEVITY PAY SCHEDULE

To recognize the past and future contribution made by the long-term Professional Employee to the district, a Professional Employee will be provided a Longevity Bonus. This bonus will be provided the year the Professional Employee reaches the step and will be paid in one lump sum at the end of that year.

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The bonus will be:

- \$250 after 25 years of employment
- \$300 after 30 years of employment
- \$350 after 35 years of employment
- \$400 after 40 years of employment
- \$500 after 45 years of employment

Years of service will be determined by the current hire date of the Professional Employee. Service must be continuous. The years of service will be calculated by subtracting the current hire date from the current year. If a Professional Employee was on an approved leave of absence, this time will be considered and counted towards the years of service.

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