

POLICIES OF THE BOARD OF EDUCATION

UNIFIED SCHOOL DISTRICT #500

KANSAS CITY, KANSAS

SECTION 4.2.0.0.0

*For Certificated Personnel in
the Teachers' Negotiating Unit*



Effective the 2002/2003 schoolyear

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4.2.0.0.0 Special Policies Governing Teachers

Except as specifically noted herein, policies in this section (4.2.0.0.0 et seq.) shall generally govern all certificated personnel employed by the Board on the basis of the classroom teachers salary schedules. Included are classroom teachers, counselors, librarians, nurses and such other certificated personnel as may be included by resolution of the Board.

4.2.0.2.0 Board's Management Rights

.2.1 Rights Reserved and Retained

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

4.2.0.3.0 Contract Flexibility Plan

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

Areas of the Negotiated Agreement which may be considered for contract flexibility will be limited to the following sections:

.3.1 Areas of Flexibility

- 4.2.7.2.5 Non-Working Days
- 4.2.7.3.0 Time Schedules - Work Day
 - .3.2 Teachers
 - .3.3 Counselors
 - .3.4 Librarians
 - .3.5 Nurses

.3.2 Procedures

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

- .3.2.2 Formal written notification of a proposed waiver of the contract shall be presented to the Superintendent or his/her designated representative. If the plan is approved by the principal and the Superintendent or his designated representative(s), the contract flexibility proposal is presented to the members of the bargaining unit assigned to the building for their information and input. Final approval and implementation of the plan shall be subject to acceptance by the Review Committee as established in these procedures.
- .3.2.3 A vote by secret ballot on the proposed contract waiver shall be held with all members of the bargaining unit assigned full or part-time to the building. The vote shall be conducted by the Association building representative or other individual(s) selected by the Association.
- .3.2.4 If the vote is 100% for approval of the contract waiver proposal, the proposal is forwarded to the Review Committee made up of four members of the Win-Win Negotiating Team, two teachers and two administrators. The Review Committee reviews the contract waiver proposal and determines to approve or disapprove it. If the Committee approves the proposal, it shall go into effect at the time stipulated in the proposal. If the Committee denies the proposal, it shall be returned to the school with a written explanation providing the specific reason(s) for the denial. The school sponsors of the proposal may begin the process over in an attempt to alter the proposal in order to gain approval.
- .3.2.5 If the vote is less than 100% but at least 85%, the proposal may be reviewed in the school in an attempt to reach a 100% vote or it may be forwarded to the Review Committee. In considering the proposal, the Committee shall seek out the minority view. If the Committee approves the proposal, it shall go into effect at the time stipulated in the proposal. If the Committee denies the proposal, it shall be returned to the school with a written explanation providing the specific reason(s) for the denial. The school sponsors of the proposal may begin the process over in an attempt to alter the proposal in order to gain approval.
- .3.2.6 If the vote is less than 85%, the sponsors of the proposal shall decide whether to drop the proposal or attempt to reach a compromise which will gain a vote of at least 85% approval.
- .3.3 Miscellaneous Provisions
- .3.3.1 Any approval waiver of the Negotiated Agreement shall be effective only for a single schoolyear or for the time period stipulated in the proposal whichever is shorter.

- .3.3.2 Approved waivers may be extended beyond one school year by following the procedures listed above beginning with .3.2.2.
- .3.3.3 The Review Committee must receive the proposal at least one grading period in advance of the desired implementation date.
- .3.3.4 The Review Committee must respond within three weeks of receipt of the proposal.
- .3.3.5 The Review Committee should make a final determination by May 1 for proposals which affect the first grading period of the next school year.
- .3.3.6 The approval of a waiver shall be binding on all affected by the proposal.
- .3.3.7 A teacher who wishes to transfer from a school which will have a waiver in the Negotiated Agreement during the next school year will be given consideration if vacancies exist in his/her teaching area.
- .3.3.8 Approval of a contract waiver proposal by the Review Committee shall require the approval of at least three of the four members.
- .3.4 Appeal Procedures
 - .3.4.1 If a teacher(s) feel that the agreed waiver of the Negotiated Contract is not being implemented as approved, he/she may submit his/her concern in writing to Th Review Committee stipulating the exact provision of the proposal being violated. Any appeal must be filed within (5) days after the alleged violation occurs..
 - .3.4.2 Upon receipt of the written appeal from the teacher(s), the Review Committee shall hold an appeal hearing within ten (10) days to allow all parties to present facts and testimony. Within seven days of the appeal hearing, the committee shall issue in writing its findings on the appeal. The committee's findings shall be binding on all parties. Decisions by the Committee shall be unanimous.
 - .3.4.3 The Review Committee's scope of the review shall only be the waiver of the Negotiated Agreement. An appeal may not be filed on the merits of the waiver of the Negotiated Contract once it has been approved by the Review Committee.
 - .3.4.4 An appeal must be submitted on a form prepared by the Review Committee. Forms will be available in the District's Personnel Office and in the offices of NEA-KCK.

.3.4.5 The term “days” in this provision shall be understood to mean days when teachers are on duty.

4.2.1.0.0 General Non-Discrimination Policy

The Kansas City, Kansas School District does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability in admission, access to, or treatment of its programs and activities.

The Kansas City, Kansas School District does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability in the administration of any employment initiative, including hiring, firing, termination, disciplinary procedures, or other related programs and activities.

Disabled individuals shall have equivalent enjoyment of the programs, services, facilities, privileges, advantages or accommodations of any facility owned, leased or operated by the district.

Pursuant to Title IX of the Education Amendments of 1972, the Kansas City, Kansas School District does not discriminate on the basis of sex in any education program or activity, including programs, services, facilities, privileges, advantages or accommodations in facilities.

Specific complaints of alleged discrimination should be referred to the Non-Discrimination Coordinator, 625 Minnesota Ave., Kansas City, KS 66101; telephone number (913) 551 3200

Regardless of the means selected for resolving the complaint, the initiation of a complaint of alleged discrimination will not cause any negative reflection on the complainant nor will it affect his/her access to the programs, activities, services, facilities, privileges, advantages or accommodations in facilities, provided by the Kansas City, Kansas School District.

.1.0 Employee Right to Rely on Policy

The Board shall not discriminate in any way, including conditions and terms of employment, against any teacher because of membership or non-membership in any organization, agency, committee, council or group in which professional employees participate and which exists for the purpose, in whole or part, of meeting, conferring, consulting and discussing with the Board with respect to the terms and conditions of professional service under rights granted by Kansas law, or because of service of any member in its activities or because of any teacher’s exercise of the rights granted in the Policies of the Board.

.2.0 Affirmative Action

The Board will utilize affirmative action strategies when necessary to achieve prompt and full utilization of minorities, the handicapped, women and other protected classes at all levels and in all segments of the work force. The necessity for such strategies shall be reviewed at least annually to achieve these stated objectives.

.3.0 Recruitment

Recruitment of applicants for employment as teachers shall be without discrimination as to race, religion, color, sex, age, national origin, handicap, or disability.

.4.0 Employment Discrimination Complaints

Any complaint by an applicant for a teaching position or a teacher concerning equal employment opportunity or discrimination may be presented to the Non-Discrimination Coordinator so designated by resolution of the Board of Education or may be processed as a complaint in accord with Board policies.

.5.0 Non-Recognition of Discriminatory Organizations

The Board shall make no agreement with or recognize any organization of teachers which shall in any way limit its membership or which in any other respect discriminates on the basis of race, religion, color, sex, age, national origin, handicap, or disability or which fails to represent equally and in a fair manner all persons who meet other reasonable membership requirements and who wish to be so represented.

.6.0 Sexual Harassment

The Board of Education is committed to providing an environment free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by and of school district employees and students is prohibited.

.6.1 Sexual Harassment - Definition

It shall be a violation of school district policy to harass another employee sexually, to permit the sexual harassment of an employee by an employee or a non-employee, or to harass or permit the harassment of a student sexually. Sexual harassment may take many forms, including, but not limited to:

- .6.1.1 Verbal harassment or abuse including unwelcome sexually oriented communication;
- .6.1.2 Subtle pressure or requests for sexual activity.
- .6.1.3 Persistent, unwanted attempts to change a professional relationship to a personal one;
- .6.1.4 Unnecessary touching of an individual, e.g., patting, pinching, hugging, repeated brushing against another person's body;
- .6.1.5 Requesting or demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or a student's status;
- .6.1.6 Requesting or demanding sexual favors accompanied by an implied or overt promise of preferential treatment with regard to an individual's employment or a student's status; or
- .6.1.7 Sexual assault.

.6.2 Sexual Harassment Complaint - Procedure

Any person who believes he or she has been subject to sexual harassment should follow these procedures:

- .6.2.1 An aggrieved person should directly inform the person engaging in sexually harassing conduct or communication that such conduct or communication is offensive and must stop.
- .6.2.2 If an aggrieved person does not wish to communicate directly with the person whose conduct or communication is offensive or if direct communication with the offending person has been ineffective, the employee should contact his or her principal or supervisor or the offending person's principal or supervisor or the Assistant Superintendent for Personnel who is the Non-Discrimination Coordinator.
- .6.2.3 An aggrieved person alleging (1) sexual harassment by anyone with supervisory authority or (2) the failure of a supervisor to take immediate action on the complaint should communicate with the Assistant Superintendent for Personnel (Non-Discrimination Coordinator) or the Superintendent of Schools or follow the Complaint Resolution procedure outlined in the personnel policies (4.2.15.0).

.6.3 Sexual Harassment - Investigation and Resolution of Complaints

Allegations of sexual harassment shall be investigated and, if substantiated, corrective or disciplinary action taken. Sexual harassment by an employee may constitute grounds for termination.

.6.4 Sexual Harassment Complaint - Assurance of Non-retaliation

Regardless of the means selected for resolving the problem, the initiation of a complaint of sexual harassment will not cause any reflection on the complainant nor will it affect his or her employment, compensation or work assignments (See 4. 2. 1.1 Employee Right to Rely on Policy.)

4.2.2.0.0 Continuity of Policies and Legal Foundations

All terms and conditions of employment and all policies relating to performance of duties, rights, benefits and obligations of teachers shall be specified in the Policies of the Board until such time as said policies are revised, amended or repealed by lawful action of the Board.

.1.0 Priority of Negotiated Agreements

Any lawful agreement made under the terms of KSA 72-5413 et seq. (Professional Negotiations Act) shall take precedence over any conflicting provision of the policies of the Board during the specific period of time agreed upon in such negotiations.

.2.0 Conflicts with Law

Any policy of the Board and or any portion of any negotiated agreement or contract or any portion thereof which is contrary to state or federal law shall be void.

.3.0 Omission of Lawful Requirements

Failure to include in policies of the Board or in negotiated agreement any duties, limitations, obligations or other regulations relating to teachers and which may be established by law or action of a court of competent jurisdiction, or which are generally recognized as duties, limitations or obligations of teachers shall not void or diminish the obligation of any teacher for the conformance to such law, decision or common practice.

.4.0 Expiration of Negotiated Agreements

Upon expiration of any negotiated agreement containing provisions not a part of the Policies of the Board, said provisions shall be null and void and the policies shall be controlling as adopted and/or revised by the Board.

.5.0 Supremacy of Law and Constitution

Any term or condition of employment or any employment contract provision, agreement or policy which is in conflict with state or federal laws or constitutions or in conflict with implementing official state or federal rules, regulations or guidelines shall be void to the extent of such conflict.

4.2.3.0.0 Terms and Definitions Relating to Policies Governing Teachers

.1.0 Terms Uniformly Applicable

All terms defined in Policy 4.2.3.0.0 shall uniformly be applicable in Sec.4.2.0.0.0 et seq., except as specific exceptions are made in Sec. 4. 2. 0. 0. 0

.2.0 Special Terms Relating to Sec. 4. 2. 0. 0. 0 are defined as follows:

.2.1 ***The Association:*** : National Education Association of Kansas City, Kansas

.2.2 ***Primary Contract:*** The basic contract of each teacher excluding any extended contract or supplemental contract.

.2.3 ***Supplemental Contract:*** A teacher's contract for services different from and in addition to those provided for in the teacher's primary contract.

.2.4 ***Contract Day, Duty Day or Working Day:*** Any day on which a teacher is required to be on duty within the terms of the primary and/or extended contract and is paid for services rendered.

.2.5 ***Contract Year:*** The period of time between and including August 1 and July 31 of the next succeeding calendar year.

.2.6 ***School Year:*** That period of time when school is in session as set forth in the school schedule and falling between August 1 and July 31.

.2.7 ***Professional Day:*** The professional day for the teacher shall consist of all such time as the task or tasks he/she is contracted to perform shall reasonably required his/her services including such time as may reasonably be required for the full preparation of such duties.

- .2.9 **Assignment:** The designation of the specific position in which a teacher will perform professional services.
- .2.10 **Reassignment:** A change in assignment within the attendance unit by the principal.
- .2.11 **Transfer:** The movement of a teacher from one attendance unit to another attendance unit within the district.
- .2.12 **Non-teaching Contract Days:** Contract days on which school is not in session.
- .2.13 **Non-Working Days:** All days interspersed between the first and last contract days and on which the teacher is not required to be on duty and for which no salary is paid.
- .2.15 **Holidays:** All days, other than Saturday or Sunday, which are declared holidays by the state of Kansas or by the United States, on which teachers are excused from duty, and which fall between the first and last duty day of any school year.
- .2.16 **Extended Contract:** A teacher's contract for services which extends the number of working days of the individual teacher in any year for employment which is an extension of the work provided for in the teacher's basic or primary contract and which is compensated at the same daily salary rate as established in the primary contract.
- .2.17 **Board:** The Board of Education of Unified School District No. 500, Wyandotte County, Kansas.
- .2.18 **District:** Unified School District (U.S.D.) No. 500
- .2.19 **Teacher:** For purposes of Sec. 4.2.0.0.0 et seq. only, "teacher" is defined as any member of the teachers' negotiating unit as defined in Kansas law. This includes teachers, counselors, librarians, helping teachers, school psychologists, degree and non-degree nurses, teachers of the handicapped and exceptional children.
- .2.20 **School Schedule:** As used herein, the series of dates and times for the occurrence of specific activities and events.
- .2.21 **Administrator:** Any employee of the Board who is required to hold a school administrator's certificate or whose position the Board determines to be administrative or supervisory in nature with responsibilities and remuneration comparable to those of certified administrators.

4.2.4.0.0 Teachers' Professional Recognition and Services

The Board recognizes teaching as a profession and as an art in which the demands of the goals to be achieved are the ultimate determinants of the time and energy required.

.1.0 Principal's Responsibility for Assignment of Duties

Within general limits established for the district as a whole, staff schedules shall be determined by the principal in accord with the program, transportation, and building requirements of the particular school. Assignment of duties not considered extra-duty nor covered by supplementary salary schedules, but which may be services considered requisite to the operation of the school consistent with the defensible utilization of staff and the proper care of children, will be the responsibility of the principal. In most cases such duties will be considered part of the professional responsibilities of the staff. In most cases, such assignments shall be discussed by the principal, or his/her assistant, with the teacher(s) involved before the assignment is made final. Every effort shall be made to be fair and equitable in making such assignments.

.2.0 Limitations on Emergency Assignments

Assignment of teachers to short-term (less than 90 minutes in secondary schools and 2 hours in elementary schools) periods of supervision of students in addition to their regularly assigned duties within the school day may be made when, in the judgment of the principal it is necessary due to illness, emergency situations, or short-term absence of another teacher. Such special assignment shall not be used to avoid employment of regular substitutes whenever possible. (See 4.2.7.3.6)

4.2.5.0.0 Employment Policies and Practices

.1.0 Recruitment and Selection of Teachers

.1.1 Sources of Teachers

Teachers for positions in Kansas City, Kansas shall be recruited from college placement offices, personal contacts and referrals, and from such other sources as may serve the best interests of the schools of the district.

.1.2 Written Application Required

All applicants for positions shall be required to submit a written application on such forms provided by the district Personnel Office. All applications shall be made to the Personnel Office. Included as a part of every application shall

be a handwritten paragraph written by the applicant as required in official application forms.

.1.3 Minimum Certification and Qualifications

Any teacher, to be employed, must meet at least the minimum certification requirements for the position for which the applicant is being considered. Employment is based upon the selection of the best possible applicant available for the vacancy or vacancies at the time of employment. Employment is based on an evaluation of all known factors including training, knowledge of the applicant gained from the interview, personal qualities and references relating to academic work and prior experience.

.1.4 Personal Interview

Whenever possible, a personal interview shall be held by the Assistant Superintendent for Personnel or such staff members as may be assigned to conduct personal interviews. In case a personal interview cannot be conducted feasibly by a member of the Personnel Office, interviews may be conducted by other professional persons as may be requested to do so by the Assistant Superintendent for Personnel.

.1.5 Physical Examination

.1.5.1 Before commencement of any services subsequent to employment, any teacher employed by the Board may be required to submit certification by a licensed physician verifying that the physical condition of the teacher is such as to permit full performance of all duties for which the teacher is employed.

.1.5.2 Any required statement of physical condition shall fully state any limiting condition or handicap which may impair the performance of services or which may endanger the health or welfare of any student or employee.

.1.5.3 Any teacher in any position for which physical examination or verification of health is required by law or governmental regulations shall provide such certification as required prior to commencement of duties.

.1.6 Background Investigations

Subsequent to an offer of employment but before the commencement of any services, the district shall conduct or cause to be conducted an investigation into the background of any individual to be employed by the Board.

.1.6.1 Components

The background investigation shall include information on the individual's criminal or civil convictions, previous employers, educational institutions, and professional and/or personal references. If the individual is seeking employment in a position requiring, to any extent, the operation of a USD 500 vehicle, the investigation shall further include information and a history of that individual's driving record.

.1.6.2 Effect of Misrepresentation and Adverse Information

If the background investigation discloses that an individual has misrepresented statements in his/her application form or if information is produced indicating that the individual is not suited for employment with the district, the individual will be refused employment.

.1.6.3 Effect of Prior Convictions

A prior conviction, taken by itself, will not necessarily disqualify an individual from employment with the district. Each incident will be evaluated on a case-by-case basis.

.1.6.4 Employee's Right to Review Background Information

An individual, upon written request, may review the results of a background investigation and may further make written explanations or corrections to the resulting records.

.1.6.5 Confidentiality of Background Investigation Information

Information obtained during a background investigation shall be maintained in the strictest of confidence and will not be shared with outside parties or agencies unless authorized by court order or other state or federal statute, rule, or regulation.

.2.0 Appointment

.2.1 Appointment by Board

Teachers employed for service in USD 500 shall be appointed by the Board upon recommendation by the Superintendent.

.2.2 Appointment Not by Assignment

Appointment of teachers by the Board shall constitute appointment of the teacher only as an employee of the district and shall not constitute appointment or assignment to any specific building, school, grade, subject or other assignment.

.2.3 Agreement on Terms of Employment

Appointment shall be in accord with the specific salary and other economic terms agreed upon and approved by the Board.

.2.4 Initial Employment and Salary Classifications

All new teachers shall be classified on the recommendation of the Superintendent and in compliance with the policies of the Board at the time of election to a position in the Kansas City, Kansas Public Schools by the Board.

.3.0 Certification of Teachers and Qualifications for Positions.

.3.1 Certification Required.

All persons recommended for employment as professional staff members shall meet at least the minimum requirement for certification in the state of Kansas for the position to which they are assigned. Temporary assignments may be made only when properly certificated and qualified applicants are unavailable.

.4.0 Official Personnel Records

.4.1 Contents of Records

The teacher's official personnel record shall consist of the following:

- (a) Employment application
- (b) Statements of reference and recommendation
- (c) Official transcripts
- (d) Teacher certificate
- (e) Required medical information
- (f) Employment information, i.e., social security number, birth certificate, photograph.

- (g) Copy of annual contract
- (h) Teacher Evaluation reports
- (i) Correspondence
- (j) Other pertinent matters

.4.2 References a Closed File

Statements of reference and recommendations relating to employment and promotion shall not be open for examination to the teacher.

.4.3 Location of Records

The official personnel records shall be located in the central administrative offices of the Board.

.4.4 Teacher Access to District Personnel File

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

.4.5 Teacher's Right to Respond

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

.5.0 Employment of Relatives

Hiring the best-qualified applicants available for all employment openings is the district's primary policy. A member of a teacher's immediate family will be considered for employment by the district if the applicant possesses all of the qualifications for employment. However, if the employment creates a supervisor/subordinate relationship between the employees, hiring a member of a teacher's immediate family will not be allowed.

.5.1 Immediate Family Defined

For purposes of this policy, "immediate family" includes the following- the teacher's spouse, brother, sister, parents, children, step-children, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, niece, and any other member of the teacher's household.

.5.2 Application Process

All job applicants will be asked whether they have relatives who are present employees. Those answering "yes" will be questioned on the relationship and will not be hired in violation of this policy. Any teacher found to have falsified his/her answer to this inquiry will be terminated.

.5.3 Current Employees Who Marry

- .5.3.1 Current employees who marry other current employees will be allowed to continue employment if such employment does not constitute a supervisor/subordinate role. If a supervisor/subordinate role exists, and both are contract employees, one of the affected employees will be reassigned to a suitable position within the district. If one of the employees is a non-contract employee and no transfer is feasible, one employee must resign or the non-contract employee will be terminated in accordance with existing policies.

4.2.6.0.0 Assignment, Transfers and Promotion Practices

.1.0 Assignment and Transfer of Teachers

Assignment and transfers of instructional staff members shall be an administrative responsibility of the Superintendent of Schools or his designated representative. Such assignment or transfer shall be based primarily upon considerations relevant to providing the most effective teaching-learning situation possible in each individual instance. As such, the nature of the class or classes to be taught, the abilities, qualities and training of the teacher being assigned, the need for an availability of qualified staff for supervision, length of service, potential effectiveness of the instructional climate shall be given careful consideration, provided, however, no single factor shall be controlling. To the extent know, changes in assignments or unusual assignments for the next succeeding year shall be determined and discussed with teachers by principals by May 10.

.1.1 Initial Assignment

When feasible, the initial assignment may be made at the time of employment. However, as instructional needs change within the individual attendance unit and within the school district, the teachers may be reassigned or transferred to meet those needs.

.1.2 Reassignment

Reassignment is a change in assignment within the attendance unit by the principal or other responsible administrator. For itinerant personnel (e.g., traveling teachers in subject areas, itinerant special education staff members, nurses, etc.) Reassignment shall be understood as including a change in the school or building served.

.1.2.1 Specific assignments within the same attendance unit and within the same general classification may change from year to year as the needs of the attendance unit demand. When feasible, a reassignment shall be discussed by the principal or responsible administrator with the teacher or staff member involved.

.1.2.2 Reassignments may be made upon the written request of the teacher to the principal on or before April 10 for the following school year.. The application shall set forth the reasons for the reassignment, grade, or position sought, and the applicant's academic qualifications..

.1.2.3 The applicant may request and if requested shall be granted a conference with the immediate supervisor to discuss the reassignment.

.1.2.4 Such request may be renewed by the applicant once each year, if such request is not granted.

.2.0 Transfer

Transfer is the movement of a teacher from one attendance unit to another attendance unit within the district.

.2.1 Transfer Notice and Conference

Transfers by the Personnel Office shall be preceded by a notice to the teacher of intent to transfer and by a conference with the Personnel Office if requested by the teacher. A conference, if desired, must be requested within two (2) duty days from the time the teacher is notified of intent to transfer.

.2.2 Transfer Completion

The notice of intent shall become a final transfer order on its stipulated effective date unless a conference is timely requested. A final transfer order may be issued and effective at any time following a requested conference.

.2.3 Transfer Request by Teacher

Teachers may request transfers through written application to the Personnel Office. The application shall set forth the reasons for transfer, the area, the grade or position sought, and the applicant's academic qualifications. A conference with the Personnel office shall be granted if requested in writing by the teacher.

.2.4 Last Date for Transfers

The last day for transfers for the succeeding school year shall be the final duty day for elementary principals. Transfers after this date shall be made only to meet the staffing requirements of the district's desegregation plan, to correct staffing imbalances resulting from student enrollment, or to meet an instructional need for students. Nothing in this policy will prevent the transfer of a teacher after the last duty day for elementary principals when the transfer is jointly agreed to by the teacher, the building principal of the building from which the teacher is transferring, and the Personnel Office or when the transfer is in the best interest of the district as determined by the Superintendent of Schools or his designated representative.

.4.0 Transfers Based on Race

.4.1 Integration Effort

A positive effort shall be made to bring about the employment of integrated teaching faculties throughout the district.

.4.2 Maintenance of Instructional Program

In the making of transfers to achieve racially balanced faculties, special care shall be exercised to avoid weakening the instructional program and staff of any school from which such transfers are made.

.5.0 Promotions Through Transfer

.5.1 Promotion Defined

As herein used, promotion shall be understood to mean the transfer of a staff member to a position bearing greater responsibility as reflected

in special salary recognition either through movement to a new salary schedule or class or through payment of special salary differentials not directly related to time requirements.

.5.2 Promotion Request

The Personnel Department will be responsible for notifying the staff members either by generally distributed written notices or by having principals post announcements on the bulletin boards of vacancies in guidance, supervisory and administrative positions. Applicants shall submit written applications including full information concerning certification, references, and such other information as may be of value.

.6.0 Other Assignment and Transfer Provisions

.6.1 Filling Vacancies

Specific vacancies shall be filled either by transfer or by employment of new and qualified staff members.

.6.2 Considerations for Filling Vacancies

Vacancies shall be filled on the basis of fitness for the position in terms of training, experience, personal qualities, demonstrated abilities and the recommendations of individuals in position to evaluate the performance potential of the candidate.

.6.3 Counseling for Advancement

Counseling service for staff members seeking professional advancement shall be provided by the Assistant Superintendent for Personnel.

.7.0 Posting of Vacancies

.7.1 All Vacancies Posted

The Personnel Office shall post all vacancies for teaching positions with the district.

.7.2 Length of Posting

All vacancies for the succeeding school year shall be posted for a minimum of two (2) weeks before a candidate is employed. The Personnel Office shall have the right to waive this requirement in order to hire individuals for positions that have a scarcity of candidates. This requirement of a two (2) week posting for vacancies shall not be in effect after the last duty day for elementary principals nor for vacancies which occur during a school year for that school year.

.7.3 Location of Postings

Postings of vacancies shall be available in the Personnel Office, in all school buildings, and in the offices of NEA-KCK. Postings shall also be sent to the three public libraries operated by the Board of Education for posting on their public notice bulletin boards when space is available.

4.2.7.0.0 Duties and Responsibilities

Except as herein otherwise provided, the general Policies governing duties and responsibilities of employees shall be applicable to teachers.

.1.0 Residence Requirements

Because teaching involves a personal relationship with students based on an understanding of the social, economic and cultural structure of the community in which the student resides, residence within the school district is strongly encouraged.

Any teacher in the school district shall be presumed to reside at such location as will permit full compliance with all time schedules and schedules required in the performance of duties assigned. No individual employee shall be excused from performance of duties because of travel distances, inclement weather or other conditions affected by location of residence.

.2.0 Term of Employment

The primary contract shall require 186 duty days for all full-time teachers who have completed an initial year of 186 duty days. 187 duty days shall be required during the first full year of service except that beginning teachers with no prior teaching experience shall be required to work 189 duty days during the first full year of service. Excluded shall be all days on which a teacher is not required to be present for professional services. If emergency conditions require the closing of school, schedule modifications necessary to meet contract requirements will be made.

.2.1 Emergency Closing Days

Whenever a school, office, or other facility is closed by order of the Superintendent for causes beyond the control of the Board, and such order is announced less than one (1) hour prior to the time the teacher is required to be on duty, such day shall be counted as one of the duty days for any affected teacher or the Board may elect to pay such teacher(s) one-half (1/2) of one day's salary in lieu thereof and no service shall be required by the teacher on such day.

2.2 Additional Contract Days

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

.2.3 Salary Deduction for Absences

For all employees paid on a contract basis, salary deductions for absences shall be based on the amount of the contract divided by the number of days stipulated in the contract.

.2.4 Holidays

Holidays on which teachers are excused from duty are:

- Labor Day
- Thanksgiving
- Christmas
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- The day after Independence Day

.2.5 Non-Working Days

In addition to holidays, Saturdays and Sundays, teachers will not be required to be on duty on the following days during the schoolyear:

Friday following Thanksgiving Day

December 23,24,25,26,27,30,31 and January 1,2,3, 2003

A full week, Monday through Friday, inclusive, spring break to be scheduled by the Board.

2.6 Records Preparation

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

.3.0 Time Schedules-Work Day

.3.1 Professional Day

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

.3.2 Classroom Teachers

The normal work day for teachers, to be established by the schedules of the school, shall be eight (8) hours unless otherwise specified in this agreement and shall include the duty free lunch period. In addition to performance of duties under the primary contract, teachers shall perform within the normal working day those assigned duties considered necessary to the operation of the school by the principal or administrator in charge.

.3.2.1 Each teacher shall have at least a twenty-five (25) minute uninterrupted lunch period free of direct pupil supervision or travel requirement, unless otherwise specifically directed by the principal or other staff person in charge. Whenever a teacher is assigned student supervision during the teacher's duty free lunch period, the teacher shall be given equal released time by the principal or staff member in charge immediately after students are dismissed at the regular dismissal time. Such equal released time will normally be given the same day. If the released time cannot be taken the same day, it shall be given the next available work day. The teacher will remain on duty to meet a professional responsibility, i.e. including but not limited to a faculty meeting, parent conference, student supervision, in-service, special education staffing, or emergency situation.

.3.2.2. Teachers may leave the building during their scheduled lunch period with permission of the principal or the staff member in charge.

.3.2.3. During a normal five day work week, the Board will schedule for each teacher at least 225 minutes per week for preparation and conferences associated with assigned duties. Such time shall be exclusive of lunch period. The principal, supervisor, or staff member in charge may assign to a teacher an instructional or supervisory duty during the

scheduled preparation and/or conference time when the administrator or staff member in charge deems it necessary for the efficient operation of the school.

- .3.2.4. Teachers assigned to short-term periods of instruction of students (in excess of thirty (30) minutes) in addition to their regularly assigned duties within the contract day shall be compensated at an hourly rate established in salary schedules for any such special assignments. When a short-term assignment is thirty (30) minutes or less and is uncompensated, the teacher shall be given equal released time by the principal or staff member in charge after students are dismissed at the regular dismissal time. Such equal released time will normally be given the same day. If the released time cannot be taken the same day, it shall be given the next available work day. The teacher will remain on duty to meet a professional responsibility i.e. including but not limited to a faculty meeting, parent conference, student supervision, in-service, special education staffing, or emergency situation.
- .3.2.5. An effort will be made to schedule faculty and/or other professional meetings within the normal workday.
- .3.2.6. A teacher may request and the principal may permit the teacher to leave the building prior to the expiration of the normal eight-hour day.
- .3.2.7. As part of the normal professional duty of each teacher, not more than five (5) meetings or conferences during the schoolyear which take place after 6:00 p.m. on a regular school day may be specified. Such meetings or conferences shall include but not be limited to school open house; back-to-school nights for parents; parent conferences; commencement exercises, regularly scheduled PTA or PTO meetings; National Honor Society initiation; school carnivals or other school-wide fund raising events; and plays, music performances, or gym shows scheduled as a part of a PTA or PTO meeting. At the discretion of the principal or department supervisor, the teacher may be assigned to supervise students during meetings or conferences provided that (1) such supervision is not the primary reason for the attendance of the teacher; and (2) the supervision takes place at the site of the actual meeting or conference.
- .3.2.8. The number of instructional periods in the middle and high schools shall be determined by the Board upon recommendation of the principals through the Superintendent of Schools. Such determination shall be made prior to January 1 preceding the schoolyear in which a change is effective.

.3.2.9. A teacher shall have the right to delay for one (1) day a conference with a hostile or irate person, and may require the presence of an administrative staff member at such conference.

.3.3. Counselors

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

.3.3.1. Minimum hours for all counselors shall be as follows:

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

.3.4 Librarians

.3.4.1. Elementary librarians shall observe the normal work day time schedule.

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

.3.4.3 When the libraries are kept open beyond one hour after the students are dismissed, staff members may be assigned to library supervision as a part of the normal extra duty for which they are paid.

.3.5 Nurses

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

.3.6 Safe and Secure Working Conditions

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

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

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

.3.7. Building Committees

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

.3.8 Other Time Provisions

.3.8.1 Arrival and Departure Times

Arrival and departure times shall be recorded on forms provided by the school principal and maintained in the office of the school.

.4.0 Continuous Pupil Supervision

Teachers assigned to a class or responsible for a group of students are never authorized to leave the group except in the regular performance of professional duties or for logical emergency reasons.

4.2.8.0.0 Warning Status Employment, Tenure and Continuing Employment of Teachers

.1.0 Two-Year Probation

During the first two years of employment in the district, all teachers shall be considered to be in a probationary period of employment. An additional year of

probationary service shall be required of all persons who have not completed three years of consecutive service in a Kansas School district.

.2.0 Warning Status for Tenure Teachers

A tenured teacher may be placed on warning status due to unsatisfactory service. Warning status for unsatisfactory service shall be used only after specific and written notice of problems has been given to the teacher and placed in the teacher's personnel file.

.2.1 Assistance for Improvement

During the warning status period, the administration shall provide assistance in improving the teacher's unsatisfactory service. The nature of such assistance shall be determined by administrative personnel with input from the teacher. Such assistance may include but not be limited to classroom visitations by administrative and supervisory personnel, conferences with administrative personnel, professional improvement days to observe another teacher or participation in district staff development programs.

.2.2 Responsibility for Improvement

The responsibility for improvement of teaching service to a satisfactory level as determined by the administration rests with the teacher.

.2.3 Right to Dismiss

Nothing in this policy (4.2.8.0.0 et.seq) shall deny the right of the Board to terminate or nonrenew a teacher for unsatisfactory service at any time in accord with the laws of Kansas.

.2.4 Notice of Warning Status

A teacher shall be notified by his/her building principal or immediate supervisor by May 1 of placement on warning status for the following school year. However, a building principal or immediate supervisor may place a teacher on warning status for a school year by October 1st for problems identified after the start of the school year. Conferences in which a teacher is placed on warning status shall be conducted in confidence. The teacher shall be notified at least twenty-four (24) hours in advance of the conference.

4.2.9.0.0 Evaluation of Teacher Performance

.1.0 Philosophy and Purpose of Evaluation

An integral part of ongoing school improvement, which is driven by the belief that all children can learn, is the development and enhancement of performance by professional staff in servicing all students. Evaluation is the process to develop and enhance professional skills and knowledge of all staff and to support the standard which will insure high performance of staff in all Kansas City, Kansas Public Schools.

Specifically, the evaluation process for certified non-administrative staff provides:

- * a process that allows and encourages evaluators and evaluatees to work together to improve and enhance performance;
- * A process for bringing structured assistance to the marginally performing staff member;
- * a basis for making more rational decisions about the retention, transfer, promotion, or dismissal of staff members

.2.0. First and Second Year Teachers

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

.3.0 Third and Fourth Year Teachers

Teachers employed under this policy for the third and fourth year of service in the district shall be evaluated at least one time each schoolyear by the date established by Kansas law on teacher evaluation (February 15). After the fourth year of employment in the district, all teachers employed under this policy shall be evaluated at least once in every three years. Such evaluation shall occur by not later than the date established by Kansas law on teacher evaluation (February 15).

.4.0 Transferred and Leave Teachers

A written evaluation report shall be made during the first year immediately following a teacher's transfer within the school district or on returning from a leave of absence.

.5.0 Teachers Terminating Employment or Changing Evaluators

A written summative evaluation shall be filed for a teacher for any year during or after which he/she leaves the school district or is under the supervision of a different evaluator.

.6.0 Additional Summative Evaluations

As many additional summative evaluations as deemed necessary by the evaluator shall be made for any teacher. Additional summative evaluations may also be requested by the teacher.

.7.0 Written and Signed Evaluations

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

.8.0 Completion and Filing Schedule

The two evaluation reports for first and second year teachers shall be completed by the 60th school day of each semester. The evaluation report for third and fourth year teachers shall be completed by February 15. The required evaluation reports every three years thereafter shall be completed by February 15. Additional evaluations scheduled at the request of the teacher or the administration shall be completed by February 15 except that any evaluation report which may result in a teacher being placed on warning status shall be completed by June 1. All evaluations shall be filed in the Personnel Office no later than the first working day after the evaluation completion dates as noted herein.

.9.0 Teacher's Right to Append Response

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

.10.0 Confidentiality of Evaluation Documents

Evaluation documents shall be available only to such persons as are authorized by Kansas law to examine such documents. Such persons are identified in KSA 72-9005 as "the evaluated employee, the board, the appropriate administrative staff members designed by the board, the school board attorney upon request of the board,

the state board of education as provided in KSA 72-7515, the board and the administrative staff of any school to which such employee applies for employment, and any other person specified by the employee in writing to his or her board.”

.11.0 Teacher's Right to Examine Documents

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

.12.0 Electronic Monitoring Prohibited

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

.13.0 Classroom Visits for Evaluation

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

.14.0 Visitation Feedback

The teacher shall be given feedback by the evaluator within seventy-two (72) hours of an evaluation observation, except where illness, professional leave, or an emergency situation on the part of either the teacher or evaluator occurs. In such a situation, the feedback shall be provided within seventy-two (72) hours after the person returns to work.

.15.0 Responsibility for Evaluation

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

.16.0 Orientation

Early in each schoolyear, those teachers being evaluated during the school year will have an orientation on the evaluation of teacher performance by the building principal or other designated evaluator. A teacher hired or reassigned after the beginning of the schoolyear shall receive an orientation by the building principal or other designated evaluator on the evaluation of teacher performance. No required observation as described in 4.2.9.13.0 shall take place until the orientation has been completed.

4 .2.10.0.0 Separation of Services of Teachers

.1.0 Resignations and Cancellation of Contracts

.1.1 Written Notice of Resignation

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

.1.3 Cancellation of Contract After the Lawful Resignation Date

Cancellation of a contract by a teacher after the date established by Kansas Law shall be accepted by the Board if in the opinion of the Superintendent or his designated representative the cancellation is caused by factors beyond the control of the teacher. The decision of the Superintendent shall be final in all such cases.

.1.4 Cancellation After the Lawful Resignation Date by Agreement

Cancellation of contract by teaches shall not be permitted after the date established by Kansas law except by mutual agreement or in accord with provisions of applicable Kansas law.

.2.0 Separation Due to Staff Reduction

When in the sole discretion and judgment of the Board, it is necessary to reduce the number of teachers within the district, before a tenured teacher can be nonrenewed, the Board shall conduct a good faith examination of the certification and experience of all teachers in the area where the reduction in force is to occur. Absent good cause, no tenured teacher shall be nonrenewed to reduce staff until all non-tenured teachers in all areas in which the tenured teacher is certified

shall have been nonrenewed. Where there is a need to nonrenew a tenured teacher to reduce staff, the Board shall use the following factors in determining which tenured teacher's contract will be nonrenewed due to reduction in force.

1. Tenured teachers with the least years of active service.
2. Areas of certification.

.2.1 Active Service Defined

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

.2.2 Preferred Eligibility List

Teachers whose contracts are nonrenewed due to staff reduction in accord with this section shall be placed on a preferred eligibility list for a period of three years and shall be offered positions as positions become available in the area for which they are certified. Tenured teachers shall be recalled in reverse order of nonrenewal.

.2.3 Required Current Information

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

.2.4 Failure to Accept Duty Voids Rights

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

.2.5 Maintenance of Racially Balanced Staff

When reduction of teachers is required under the provisions of this policy, every effort will be made to maintain a racially balanced staff throughout the district and in each attendance unit.

4.2.11.0.0 Disciplinary Reprimand

.1.0 Defined

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

.2.0 Written Reprimand

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

.3.0 Notice of Complaint

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

.4.0 Prior Discussion

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

.5.0 Conference Conditions

Conferences where written reprimands are issued shall be conducted in confidence. The teacher shall be notified at least twenty-four (24) hours in advance of the

conference. The teacher may be accompanied by the representative of the teacher's choice.

.6.0. Employee Notification and Response

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

4.2.12.0.0 Suspension, nonrenewal, termination

.1.0 Suspension from Duty

.1.1 General Conditions

A teacher may be temporarily suspended from duty by the Superintendent or a designated representative of the Superintendent as a disciplinary measure for the violation of the statutes, regulations, policies or rules governing employment and professional services; because of an apparent physical or mental disability which interferes with the education of the students, as a preliminary action preceding the termination of a contract when the continued presence of the teacher may endanger the welfare or the physical or mental health of students, or for any reason which could result in the termination of the teacher's contract, if the Board, after proper notice and a hearing in accord with Kansas law, shall find that a just cause for termination of the contract does then exist.

.1.2 Right to Appeal

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

.1.3 Salary Payments During Short-Term Suspension

When the suspension is for disciplinary reasons and less than six (6) days, payment of salary for up to six (6) days may be withheld upon order of the Superintendent or the Superintendent's designee.

.1.4 Salary Payments Preceding Termination

When the suspension is coupled with a recommendation for termination of contract, the teacher shall be compensated for the period of suspension and if the recommendation for termination is approved by the Board, salary shall be terminated on the date that the decision to terminate the contract becomes final.

.3.0 Termination or Nonrenewal of Contract by the Board

For just cause, the Board may terminate any teacher's contract or nonrenew a tenured teacher's contract. The Board need not show cause for nonrenewal of the contract of a nontenured teacher except as required in KSA 72-5436 et seq. Termination of a contract means a complete severance of the employer-employee relationship between the Board and the teacher prior to the end of the contract period. Nonrenewal of a contract means that the current contract is not to be continued for the next succeeding schoolyear and the employer-employee relationship will terminate at the conclusion of the current contract period.

.4.0 Notice of Nonrenewal of Contract by the Board

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

.5.0 Service of Notice to Nonrenew or Terminate the Contract.

Whenever a teacher is to be given written notice of a proposed nonrenewal or termination of his or her contract, service of the written notice shall be as follows:

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

.6.0 Termination or Nonrenewal of Contract of Tenured Teachers by the Board

Procedural due process requirements as provided in K.S.A. 72-5438 through 72-5443 or amendments thereto, shall be extended only to:

1. Teachers who successfully complete three consecutive years of employment with the district; and
2. Teachers who successfully complete two consecutive years of employment with the district if at any time prior to the current employment the teacher has achieved tenure in any other Kansas school district.
3. Teachers at the time of reemployment by this school district if any time prior to the current employment the teacher achieved tenure in this school district.

For purposes of this provision the term tenure shall mean successfully completing the years of employment specified in KSA 72-5445.

7.0 Contract Change by Mutual Agreement

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

4.2.13.0.0 Rules, Regulations, and Policies Governing Activities of Teachers

.1.0 Professional Study Requirements

Teachers employed in USD #500 shall hold at least a bachelors degree, except that vocational teachers in the vocational-technical school shall be required only to meet state certification requirements in the special area of instruction and shall be encouraged to complete a bachelor's degree in education. School nurses shall be registered and are encouraged to complete a bachelor's degree. All professional instructional staff members are encouraged to complete a master's degree in the field of employment.

.1.1 Certification Required

Continued study to maintain certification as a teacher is required for continued employment. The Board reserves the right to require specific courses to be taken as a part of study except that no Board requirement shall delay or interfere with meeting of state certification requirements.

.1.2 Policy Clarification

Questions arising from this policy may be clarified by the Superintendent or his designated representative.

.1.3 In-Service Training and Professional Improvement

.1.3.1 Planning, direction and conduct of in-service training programs by the district is a management function designed for improvement of instructional skills, methods and materials and for the assurance of increased quality of service to students by employed personnel.

.1.3.2 Attendance and participation in all professional improvement meetings and activities scheduled during the hours in which a teacher is normally scheduled for duty shall be mandatory.

- .1.3.3 To assure maximum student benefit from various in-service training programs, the planning and program development process should be a cooperative venture involving related teachers, supervisors, administrators, and such other persons as may be effectively involved. Determination of planning participants shall be the responsibility of the Superintendent or his designated representative.
- .1.3.4 Details of criteria for selection of planning participants, programs to be provided, content of training sessions, and similar details shall be provided by administrative guideline.
- .1.3.5 To the extent that in-service training programs involve the schedule of activities and the duty days of employees, they shall conform to schedules and duty days as established by the Board.

.1.4 No Limit on Hours Per Semester

There shall be no specific limitation upon the number of semester hours of credit in which a teacher may be enrolled during the school year except that time and energy devoted to such studies shall not be permitted to interfere with the effectiveness of the teacher in the performance of his/her duties as a teacher.

.1.5 Transcripts to be Filed

Report of professional credit earned shall be filed each year at the opening of the school term. Two official transcripts must be provided for college work reported. Such transcripts will be retained by the Personnel Office. Only regular college credit hours may be submitted to meet the minimum periodic study requirements, except that AVTS teachers may submit for their professional growth requirements official verification of completion of vocational workshops which are designed to meet vocational certification requirements. Each workshop shall be evaluated on the basis of its content and time requirements to establish credit allowed.

.2.0 Outside Gainful Professional Activities and Employment

.2.1 Publications and Writings

Teachers are encouraged to write articles for professional journals, books, etc., and to publish original material subject to the following provisions.

- .2.1.1 The primary responsibility of the teacher shall be the instruction of students and the performance of those duties assigned by the principal. At no time shall activities conducted under this section limit or interfere with the performance of assigned duties.

.2.1.2 No limitation is placed on economic benefits gained from original or creative written or published work of a teacher except that no teacher shall be permitted to publish or reproduce for private gain any book, article, course of study or other material which was developed either individually or by a committee as a part of duties compensated by the Board.

.2.2 Tutoring and Other Teaching

Employment as a full-time teacher presumes the preemption of the professional services of the contracted teacher by the district. Engagement in outside professional teaching and tutoring activities is limited in the following respects:

.2.2.1 At no time shall any outside employment, teaching or tutoring be permitted to interfere with the effectiveness of the employees in the performance of responsibilities as an employee of the Board.

.2.2.2 No teacher shall at any time provide tutoring services for a fee or other remuneration to any student who is enrolled in, or who may reasonably expect to be enrolled in said teacher's class.

.2.2.3 A complete list of names and addresses of all pupils to whom private instruction or tutoring is being given, together with the rate being charged the pupil shall be forwarded to the office of the Superintendent. Any additions to the list shall also be provided so that a current list may be available to the superintendent at all times.

.2.3 Sales and Solicitation to Students and Parents

No teacher shall at any time use his/her position to exert influence while engaging in a profit motivated enterprise involving the sale of any commodity, books or other materials or service, upon any parent or student currently enrolled in, or who may reasonably be expected to be enrolled in said teacher's class at a future date.

.2.4 Services to Board Members and Supervisory Staff Prohibited

No member of the Board of Education, nor any administrative or supervisory staff member who may be considered as an administrative or supervisory superior of any teacher shall employ any such teacher to perform any gainful work or service as a teacher or in any other gainful capacity, or in anticipation of any benefit, gratuity or emolument, nor on any other basis except as a limited exchange of services among personal friends or within a family.

.3.0 Travel to Represent Board of Education Interests

Authorization to represent the district at a convention, meeting or conference requiring an overnight stay is granted by the Board on recommendation of the Superintendent. Authorization to represent the district at other local and regional meetings may be granted by the Superintendent or his designated representative,.

.3.1 Travel Mode and Rate

Persons authorized to travel at Board expense should adhere to administrative guidelines.

.3.1.1 Arrangements for travel shall be by the most economical mode consistent with the available time, distances involved and the needs of the district.

.3.1.2 Travel by personal automobile will be reimbursed at the official mileage rate established by the State of Kansas when this mode of travel is approved by the Superintendent or appropriate assistant superintendent.

.3.1.3 Schedules shall be based on arriving and leaving as near as possible to the beginning and ending of convention or business meeting, unless otherwise approved by the Superintendent or appropriate assistant superintendent.

.3.2 Expense Reimbursement

Expenses approved for reimbursement are subject to administrative guidelines and the following limits:

.3.2.1 Hotel expenses - receipted statement to be attached.

.3.2.2 Meals will be reimbursed at the standard CONUS rate, as defined by the General Services Administration of the United States Government, per day of convention or business meeting and time in transit. Meals in excess of that amount shall be based on submission of receipts and may be allowed only when such expenses are a part of the convention program or meeting costs. Partial day meal allowances will be based on GSA guidelines.

.3.2.3 Miscellaneous expenses such as taxi, tips, etc., in accord with administrative guidelines.

.3.2.4 Registration reimbursed to a maximum of \$25 per person per convention or business meeting unless otherwise approved by the Superintendent or appropriate Assistant Superintendent.

- .3.2.5 Transportation (train or plane fare paid personally) or mileage at the official mileage rate established by the State of Kansas. Receipted statement to be attached for any fare paid personally.

- .3.3 Ticket Authorization and Purchase

Arrangements for authorized ticket purchases and direct Board payment may be made in accord with administrative guidelines through the following agencies:

Jerry Burke Travel Service
American Travel

- .5.0 Professional Department

All that teachers do, say and are or appear to be affects students. Teaching is an affective process and involves much more than transmittal of facts and information. It is recognized that the conduct, appearance and “image” of teachers in public schools are a public concern and a concern of the profession of teaching.

- .5.1 Student-Teacher Personal Relations

Every teacher shall be responsible for maintenance of a professional student-teacher relationship and shall demonstrate a sincere respect for the human worth and dignity of each student. Exploitation of the student-teacher relationship for any unlawful or immoral purpose shall be cause for termination of employment. Sarcastic and demeaning or obscene language shall never be used in dealing with students.

- .5.2 Standards of Dress and Grooming

Teachers shall always maintain high standards of personal cleanliness with respect to their physical person and wearing apparel. Dress and grooming shall be such as to maintain high standards of professional dignity and command the respect of students, peers and patrons and to establish a standard worthy of emulation by students. Standards of dress and grooming shall be established and appropriately modified to conform to the demands of the specific teaching assignment and activity by the principal of the school.

- .5.3 Workplace Violence

Philosophy

Unified School District No. 500 is committed to providing a professional working environment for employees free of workplace violence.

Workplace violence is contrary to a professional working environment and the objectives of Unified School District No. 500. Workplace violence by and between United School District No. 500 employees is prohibited.

Workplace violence or the threat of such violence directed against Unified School District No. 500 employees by Unified School District No. 500 parents, students, vendors, or volunteers will not be tolerated.

.5.3.1 Definition

Workplace violence includes, but is not limited to the following conduct, when such conduct is committed on Unified School District No. 500 property, at a Unified School District No. 500 sponsored activity or event, or in connection with a Unified School District No. 500 activity or event:

- (1) the offensive and/or unlawful touching by one person against another when done in a rude, insolent or angry manner;
- (2) the unlawful application of force to another, when done in a rude, insolent or angry manner;
- (3) threats to do bodily harm to another;
- (4) the stalking of another; and
- (5) inciting, causing or encouraging another to commit any of the conduct described in subparts (1) through (4) above. **This definition of “workplace violence” applies to all such conduct whether committed by a Unified School District No. 500 employee, vendor, parent, guest, invitee, visitor, volunteer or student.**
- (6) In accordance with Kansas law, workplace violence shall also include inherently dangerous criminal acts including murder, kidnaping and aggravated kidnaping, robbery, and aggravated robbery, felony theft, burglary and aggravated burglary, arson and aggravated arson, aggravated assault, aggravated battery, any felony drug offense, and any sexually violent crime as defined in K.S.A. 22-3717, and amendments thereto.

.5.3.2 Prohibitions

The following conduct is inconsistent with a professional working environment and is prohibited. Such conduct will subject the individuals involved to disciplinary action, up to and including termination.

- (a) The use of profanity or abusive language.
- (b) The possession of unauthorized firearms or other weapons while on Unified School District No. 500 property;
- (c) Insubordination or the refusal by a Unified School District No. 500 employee to follow the instructions of his/her superior concerning a job-related matter;
- (d) The pushing, shoving, hitting, kicking or slapping or offensive touching of a Unified School District No. 500 employee;
- (e) Threatening or intimidating co-workers, security guards, or the guests or invitees of Unified School District No. 500; and
- (f) Exhibiting (1) personal conduct detrimental to Unified School District No. 500 personnel, students, guests or invitees, which could cause undue disruption of work or endanger the safety of persons or property of others or (2) exhibiting conduct which may be characterized as workplace violence, as defined above.

5.3.3 Employee Expectations/Requirements

Unified School District No. 500 employees are expected at all times to conduct themselves in a positive manner so as to promote a professional working environment. Toward this end, Unified School District. No. 500 employees must, at a minimum, adhere to the following:

- (a) Comply with all Unified School District No. 500 safety and security policies;
- (b) Treat all visitors, staff, and co-workers in courteous manner;
- (c) Refrain from behavior or conduct which may be characterized as workplace violence as defined above;

- (d) Immediately report to Unified School District No. 500 supervisors and administrative officials, including but not limited to, building principals, the Assistant Superintendent for Personnel, the Assistant Superintendent for Student and Parent Services, the Director of Classified Personnel, all information supporting the individual's belief that a violent, violence-related, or incident of workplace violence has been committed or will be committed at school, on school property, or at a supervised school activity. The report, when appropriate, must also state that the act involved or will involve a direct or immediate threat to the safety or security of human life, the possession, use or disposal of explosives, firearms, or other weapons, or the commission of an inherently dangerous act. If they so desire, school employees may also make such reports directly to the appropriate state and local law enforcement agencies.
- (e) Cooperate with Unified School District No. 500 in investigations pertaining to workplace violence.

.5.3.4 Workplace Violence Complaint - Procedure

Any person who believes he or she has been subject to workplace violence or the threat of violence should follow these procedures;

- a. Immediately terminate all contact and communication with the threatening or offending person
- b. Contact the offending person's supervisor, your supervisor, your principal, the Assistant Superintendent for Personnel, the Assistant Superintendent for Student and Parent Services or the Director of Classified Personnel
- c. Upon receipt of such information, the above-designated individuals shall immediately report to the appropriate state or local law enforcement agency, by or on behalf of any school employee who knows or has reason to believe that an act of workplace violence has been committed or will be committed, the information required and/or reported under policy.5.3.3 (d)
- d. Anyone subject to workplace violence by anyone with supervisory authority should report such activity to the Central Office. Employees are further encouraged to file police complaints/reports as they deem necessary.

- e. Anyone who observes the failure of a supervisor to take immediate action on a complaint of workplace violence should report such activity to his/her supervisor or building principal, the Assistant Superintendent for Personnel, the Assistant Superintendent for Student and Parent Services, or the Director of Classified Personnel.

.5.3.5 Workplace Violence - Investigation and Resolution of Complaints

Allegations of workplace violence or the threat of violence shall be investigated, and if substantiated, corrective or disciplinary action taken. Conduct evidencing workplace violence by an employee may constitute grounds for termination.

.5.3.6 Workplace Violence Complaint - Protection from Retaliation

Regardless of the means selected for resolving the problem, the initiation of a complaint under this policy, or the cooperation by any employee in an investigation initiated as a result of this policy, or an employee's cooperation with a law enforcement agency relating to any criminal act that the employee knows has been committed or reasonably will be committed at school, on school property, or at a school supervised activity, will not cause any negative reflection on the employee nor will it adversely affect his/her employment, compensation or work assignments.

.5.3.7 Immunity from Liability

In accordance with Kansas law, any employee participating without malice in the making of an oral or written complaint to a law enforcement agency relating to any criminal act or act of workplace violence that is known to have been committed or reasonably is believed will be committed at school, on school property, or at a school supervised activity shall have immunity from any civil liability that might otherwise be incurred or imposed. Any such employee will have the same immunity with respect to participation in any judicial proceedings resulting from the report.

.5.3.8 On an annual basis, the Assistant Superintendent for Personnel shall compile and report to the State Board of Education the following information relating to school safety and security:

- (1) The types and frequency of criminal acts that are required to be reported under this policy, disaggregated by occurrences at school, on school property, and at school supervised activities; and

- (2) whether such acts were person or non-person crimes.

Upon request, the Assistant Superintendent of Personnel shall make available to pupils and their parents, to school employees, and to others, the provisions under this policy and all reports concerning school safety and security.

.6.0 Drug Free Workplace

.6.1 General Policy

The Board of Education is committed to programs that promote safety in the workplace, employee health and well-being, and the public's confidence in this school district. Consistent with the spirit and intent of this commitment, the Board has developed this policy statement regarding the unlawful manufacture, distribution, dispensing, possession or use of drugs (controlled substance) and alcohol by all teachers.

Teacher involvement with drugs and alcohol can adversely affect job performance and employee moral, jeopardize the health, safety and welfare of students and fellow employees, and undermine the public's confidence. Such involvement is particularly unacceptable for teachers in light of the nature of their work. Our goal, therefore, and the purpose of this policy is to establish and maintain a safe workplace and healthy and efficient workforce free from the effects of drug and alcohol abuse.

6.2 Use of Employee Assistance Program/Chemical Dependency Policy

The Board encourages any teacher with a drug or alcohol problem to utilize the services of the Employee Assistance Program. All communications will be strictly confidential. In addition, teachers will not be subject to discipline for voluntarily acknowledging their drug/alcohol problem under the Chemical Dependency policy 4.2.19.8.0. However this will not excuse violations of the Drug and Alcohol policy for which the teacher is subject to discipline.

.6.3 Manufacture, Distribution, Dispensing, Possession or Use of Alcohol/Drugs

The unlawful manufacture, distribution, dispensing, possession or use of drugs or alcohol by any teacher while on duty or on school district property will be cause for disciplinary action, up to and including termination. Illegal substances will be confiscated and the appropriate law enforcement agencies notified.

.6.4 Alcohol/Drugs in System

Teachers must not report for duty under the influence of drugs or alcohol. A teacher reporting to work under the influence of drugs or alcohol is not to be permitted to enter the school district's premises. Any teacher discovered to be under the influence of drugs or alcohol while on duty shall be required to leave the premises and should be escorted home. The above-described conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination.

.6.5 Reporting Violations

It is every employee's responsibility to immediately report any violation of the Drug and Alcohol policy.

.6.5.1 Notification by Teacher of Criminal Drug Statute Conviction

Every teacher shall notify the Assistant Superintendent for Personnel of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Failure to report such conviction shall be cause for disciplinary action, up to and including termination.

.6.6 Employment Consequences for Drug Conviction

Within thirty (30) days after receipt of notice of a conviction under Policy 4.2.13.6.5.1, the school district will take appropriate action with the teacher. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. Alternatively, or in addition to any action short of termination, the teacher may be required to participate satisfactorily in the approved drug abuse assistance or rehabilitation program as a condition of continued employment. The teacher shall bear the cost of participation in such program.

.6.7 Notice to Teacher of Drug Free Workplace Policy

Each teacher in the district shall be given a copy of this Drug Free Workplace policy.

.6.8 Drug Free Workplace Act of 1988

This policy is intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under other board policies or the negotiated agreement.

.7.0 Drug Free Schools

The unlawful possession, use, or distribution of illicit drugs and alcohol by teachers on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free Schools and Communities Act, P.L. 102-226, 103 St. 1928.

.7.1 Teacher Conduct

As a condition of continued employment in the school district, all teachers shall abide by the terms of this policy. Teachers shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Teachers who are found violating the terms of this policy shall be reported to the appropriate law enforcement officers. Additionally, a teacher who violates the terms of this policy shall be subject to disciplinary action up to and including termination.

.7.2 Teacher's Right to Due Process

Prior to applying sanctions under this policy, teachers will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies or the negotiated agreement.

.7.3 Drug Counseling or Rehabilitation Program

If it is agreed that a teacher shall enter into and complete a drug education or rehabilitation program, the cost of such program shall be the responsibility of the teacher. Drug and alcohol counseling and rehabilitation programs are available for employees of the district through the Employee Assistance Plan. Information about available programs along with names and addresses of contact persons for the program is available through the office of the Assistant Superintendent for Personnel.

Teachers are responsible for enrolling in the programs.

.7.4 Notice to Teachers of Drug Free Schools Policy

A copy of this Drug Free Schools Policy shall be provided to all teachers.

4.2.13.8.0 Testing and Substance Abuse

.8.1 Statement of Purpose

The use of illegal drugs, on or off duty, by U.S.D. No. 500 teachers who perform safety sensitive functions is inconsistent both with the duty of all citizens to abide by the law and with the duty of care expected of teachers who drive USD 500 vehicles.

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

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

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

.8.2. Definitions

- .8.2.1. **Accident** means an occurrence associated with the operation of a U.S.D. No. 500 vehicle, whether or not such vehicle is situated on the premises of U.S.D. No. 500.
- .8.2.2. **Applicant** means any teacher tentatively selected for employment with U.S.D. No. 500 whose position requires the teacher to operate a USD No. 500 vehicle.

- .8.2.3. **Employee Assistance Program (EAP)** means the U.S.D. No. 500 based Counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.
- .8.2.4. **Illegal or prohibited drug** includes, but is not limited to the following substances specified in Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. & 801 et.seq. published at 21 CFR & 1308.11, and 21 CFR & 1308.12, and K.S.A. 65-4101 and amendments thereto of the Uniform Controlled Substance act, to wit: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.
- .8.2.5 **Medical Review Officer** means the individual responsible for receiving laboratory results generated from U.S.D. No. 500's Drug Free Workplace Program and this policy who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.
- .8.2.6. **Pass a drug test** means that a medical review officer has determined that the results of a drug test administered under this policy:
- C Showed no evidence or insufficient evidence of a prohibited drug or drug metabolite;
 - C Showed evidence of a prohibited drug or drug metabolite but there was a legitimate medical explanation for the result;
 - C Were scientifically insufficient to warrant further action; or
 - C Were suspect because of irregularities in the administration of the test or observation of chain of custody procedures.
- .8.2.7. **Positive test result** means a test result which reveals a detectable concentration of an illegal or prohibited drug (or its metabolites) {above 50 nanograms} or a blood-alcohol concentration of a .04% or more (or its equivalent as determined by a diagnostic test such as a breathalyzer) for teachers who are entrusted with the operation of a vehicle on behalf of U.S.D. 500.

.8.2.8. **Safety sensitive function** means any duty related to the operation of a U.S.D. 500 including:

- C Operation of a U.S.D. No. 500 vehicle, whether or not such vehicle is in U.S.D. No. 500 service;
- C Controlling movement of a U.S.D. No. 500 vehicle.

.8.2.9. **Supervisor** means an employee having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove other employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires consistent exercise of independent judgment.

.8.3. Prohibited Activities

The use, possession, sale or distribution of prohibited drugs or alcohol by teachers performing safety sensitive functions while on U.S.D. No. 500 property or while engaged in or performing U.S.D. 500 business is prohibited. [To possess means to have either in or on the teacher's person, personal effects, motor vehicle, or areas substantially entrusted to the control of the teacher.] Such conduct will further result in immediate discharge. Illegal substances will be confiscated and the appropriate law enforcement agency notified. Note however, that Reports of Physical Examinations will not be voluntarily submitted to law enforcement.

.8.3.1. Teachers performing safety sensitive functions are required to refrain from the use of illegal drugs.

.8.3.2. Teachers performing safety sensitive functions are required to refrain from any and all alcohol consumption while on duty. The consumption of alcohol while off duty is likewise prohibited where such consumption impairs the ability of the teacher to fully perform the duties to which he/she has been or will be assigned. [“Impaired” means under the influence of a substance such that the teacher’s motor sense (i.e., sight, hearing, balance, or reaction, reflex or judgment) either are or may be presumed to be effected.]

.8.3.3. The use of illegal drugs by teachers performing safety sensitive functions, whether on or off duty, is contrary to the efficiency of public service.

.8.3.4. The consumption of alcohol by teachers performing safety sensitive functions while on duty and the consumption of alcohol while off duty which impairs the ability of the teacher to fully perform all duties assigned to him or her is also contrary to the efficiency of public service.

- .8.3.5 Teachers performing safety sensitive functions who use illegal drugs, consume alcohol while on duty, or consume alcohol while off duty where such consumption impairs the ability to fully perform all duties assigned are not suitable for employment U.S.D. No. 500.
- .8.3.6 Teachers performing safety sensitive functions who take over-the-counter or prescribed medication are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair their ability to do their job. A teacher who fails to so notify his/her supervisor shall be subject to disciplinary action, up to and including discharge. Moreover, teachers who take over-the-counter or prescribed medication contrary to instructions may be subject to disciplinary action, up to and including termination.

.8.4 Procedures of Implementation of Policy

NOTICE: Sixty days prior to the initial implementation of a physical examination or other testing procedure designed to identify improper drug and alcohol use, U.S.D. No. 500 shall notify all teachers performing safety sensitive functions that testing for use of illegal drugs and improper alcohol consumption is to be conducted and that they may seek counseling and rehabilitation.

- .8.4.1 U.S.D. No. 500 shall also inform such teachers of the procedures for obtaining assistance through the U.S.D. No. 500 Employee Assistance Program. Drug Policy. U.S.D. No. 500 shall also inform its teachers of the following:

The purpose of this policy and the Drug Free Workplace Act;

The availability of procedures necessary to obtain counseling and rehabilitation through the EAP;

The circumstances under which testing may occur;

That the laboratory assessment is a series of tests which are highly accurate and reliable, and that, as an added safeguard, laboratory results are reviewed by the Medical Review Officer;

That positive test results verified by the Medical Review Officer may only be disclosed to the teacher, the appropriate EAP administrator, the appropriate management officials necessary to process an adverse action against the teacher, or a court of law or administrative tribunal in any adverse personnel action;

That all medical and rehabilitation records in an EAP will be deemed confidential “patient” records and may not be disclosed without the prior written consent of the patient, an authorizing court order, or otherwise as permitted, or required by State and Federal law.

- .8.4.2 Before conducting a drug test, U.S.D. No. 500 shall inform all teachers performing safety sensitive functions who are to be tested of the opportunity to submit medical documentation that may support a legitimate use for a specific drug.
- .8.4.3 Before conducting a drug test, U.S.D. No. 500 shall inform all teachers performing safety sensitive functions of the procedures for timely submission of requests for retention of records and specimens; procedures for re-testing; and procedures consistent with applicable law, to protect the confidentiality of test results and related medical and rehabilitation records. U.S.D. No. 500 recognizes that procedures for providing urine specimens must allow individual privacy, unless there is reason to believe that a particular individual may alter or substitute the specimen provided. Notice of positive test result shall be given to the tested employee within two business days of the application of the gas chromatography mass spectrometry analysis or as soon thereafter as is practical.
- .8.4.4 Conditions for Testing: The following circumstances and activities detail those instances in which teachers performing safety sensitive functions will be required to submit to alcohol and/or drug testing:
 - a. At the time of the pre-employment examination.
 - b. Where two supervisors concur that probable cause exists to believe that the teacher appears to be acting in an intoxicated or impaired manner; however, if only one supervisor is available, his or her opinion alone is sufficient.
 - 1. Probable cause means that, because of the teacher’s appearance or conduct, the employer has information which leads him/her to conclude with a reasonable degree of certainty that the teacher is impaired due to drug or alcohol use.
 - 2. In evaluating the existence of probable cause, the actions or observations of the teacher must occur while the employee is on duty.

3. Where probable cause is found to exist, the teacher must be taken by his/her supervisor or other designated representative immediately to an approved collection site to obtain a urine or blood sample.
 4. Upon the collection of a probable cause blood or urine examination, the teacher will be transported to his/her home address.
 5. Immediately following (usually within 24 hours) a probable cause blood or urine examination, the supervisor must complete the probable cause recording form.
- c. When a teacher is involved in a vehicle accident involving:
1. A pedestrian
 2. A fixed object;
 3. Two or more vehicles/equipment belonging to U.S.D. No. 500;
 4. A U.S.D. No. 500 vehicle striking the rear of another vehicle;
 5. A head-on collision;
 6. A U.S.D. No. 500 vehicle striking another vehicle broadside;
 7. Substantial physical damage to residence, equipment or vehicle (combined physical damage believed to be in excess of \$1,000.00);
- d. When a teacher is involved in an accident which, in the sole discretion of U.S.D. No. 500, it appears carelessness, poor judgment or lack of alert mental faculties may have contributed to the accident.
- e. When a teacher is in flagrant violation of standard operating or safety procedures of U.S.D. No. 500, federal or state safety regulations.

- f. As a condition of discipline due to a previous alcohol or drug-related offense.
- g. At the discretion of U.S.D. No. 500 Management, when a teacher returns from any unauthorized absence from work whereby two or more consecutive days of absence occurred, the teacher may be required to submit to a test.

.8.4.5 A decision not to administer a drug test under this section shall be made by an individual who was not involved in the accident. The determination shall be based on the best information available at the time.

.8.5 Testing of Applicants Seeking Safety Sensitive Positions.

After a conditional offer of employment has been tendered, applicants seeking safety sensitive positions with U.S.D. No. 500 may be given breath, blood, urine, or other diagnostic tests to detect alcohol and/or drugs (or drug metabolites) in their systems. Positive test results for drugs or alcohol will be considered in making the final employment decision. Refusal to submit to the requirements of this drug and alcohol policy will render the applicant ineligible for employment

.8.5.1 Every vacancy announcement for positions designated for applicant testing shall state:

“All applicants tentatively selected for this position will be required to submit to testing to screen for illegal or prohibited drug and alcohol use prior to appointment.”

.8.5.2 In addition, each applicant will be notified that appointment to the subject position will be contingent upon a negative drug test result. Failure of the vacancy announcement to contain this statement notice will not preclude applicant testing if advance written notice is provided applicants in some other manner.

.8.6. Additional Explanation Regarding Conditions for Testing:

.8.6.1. Post Accident Testing:

The urine sample for a post-accident drug test required by this section shall be collected as soon as possible but no later than 24 hours after the accident.

.8.6.2 Retests:

- a. A teacher who does not pass a drug test administered under this part may request that the original urine sample be analyzed again.
- b. A teacher requesting a retest under this section must submit a written request within 60 days of the teacher's receipt of the test result. The teacher may specify retesting by the original laboratory site or by a second laboratory site that is certified to perform drug tests by the Department of Health and Human Services. All retesting of this nature shall be at the expense of the teacher.

.8.7. Voluntary Compliance, EAP and Referral

.8.7.1 The U.S.D. No. 500 EAP plays an important role in preventing and resolving teacher drug use by: demonstrating U.S.D. No. 500's commitment to eliminating illegal drug use; providing teachers an opportunity, with appropriate assistance, to discontinue their drug use; providing educational materials to supervisors and teachers on drug use issues; assisting supervisors in confronting teachers who have performance and/or conduct problems and making referrals to appropriate treatment and rehabilitative facilities; and follow-up with individuals during the rehabilitation period to track their progress and encourage successful completion of the program. The EAP, however, shall not be involved in the collection of urine samples or the initial reporting of test results. Specifically, the EAP shall --

- a. Provide counseling and assistance to teachers who self-refer for treatment or whose drug tests have been verified positive, and monitor the teachers' progress through treatment and rehabilitation;
- b. Provide needed education and training to teachers on types and effects of drugs, symptoms of drug use and its impact on performance and conduct, relationship of the EAP to drug testing, and related treatment, rehabilitation, and confidentiality issues;
- c. Ensure that confidentiality of test results and related medical treatment and rehabilitation records is maintained in accordance with this policy.

.8.7.2 Any teacher found to be using drugs shall be referred to the EAP. The EAP shall be administered separately from the testing program and shall be available to all teachers without regard to a finding of drug use. The EAP shall provide counseling or rehabilitation for all referrals, as well as education and training regarding illegal drug use.

- .8.7.3 A teacher who voluntarily identifies him/himself as a user of illegal drugs or who volunteers for drug testing, prior to being identified through other means, will be considered a candidate for retention provided that said teacher obtains counseling or rehabilitation through the Employee Assistance Program and thereafter refrains from using illegal drugs and/or from the improper consumption of alcohol. However, the decision to retain the teacher rests solely within the discretion of U.S.D. No. 500.
- .8.7.4 A teacher performing a safety sensitive function who is shown to have improperly consumed alcohol and/or drugs shall not be allowed to remain on duty in a safety sensitive position prior to the successful completion of rehabilitation through the Employee Assistance Program. However, as part of rehabilitation or counseling, the Assistant Superintendent for Personnel may, in his or her discretion, allow a teacher to return to duty in a safety sensitive position if it is determined that this action would not pose a danger to public health or safety or the safety of students and other employees.
- .8.8 Effect of Positive Results; Refusals
- .8.8.1 Alcohol: A teacher performing a safety sensitive function found to have a blood-alcohol concentration of .04% or more (or its equivalent as determined by a diagnostic tests such as a breathalyzer) while on U.S.D. No. 500 property or while on U.S.D. No. 500 business, shall receive a thirty (30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program. In addition, the teacher shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.
- .8.8.2 Marijuana: A teacher performing a safety sensitive function found to have a detectable concentration of marijuana (or its metabolites) [above 50 nanograms] in his or her system, shall receive a thirty (30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program. In addition, the teacher shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.
- .8.8.3 Drugs other than Marijuana or Alcohol: A teacher performing a safety sensitive function found to have a detectable concentration of any drug other than marijuana or alcohol in his or her system, including, but not limited to, heroin, cocaine, morphine, phensyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs), shall receive a thirty

(30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistant Program. In addition, the teacher shall be placed on probation for twelve (12) months and be subject to random drug and alcohol testing for that period. If the teacher violates any rules set forth in this policy during the probationary period, he or she shall be discharged.

- .8.8.4 A teacher performing a safety sensitive function who has been previously identified as having improperly consumed alcohol or drugs, who within a two-year period thereafter fails to refrain from using illegal drugs, shall be immediately terminated upon the discovery thereof.
- .8.8.5 The results of a drug test and information developed by U.S.D. No. 500 in the course of the testing of teachers performing safety sensitive functions may be considered in processing adverse personnel actions against said teachers and may be used for other administrative purposes. However, preliminary test results may not be used in an administrative proceeding unless they are confirmed by a second analysis of the same sample or unless the teacher confirms the accuracy of the initial test by admitting the use of illegal drugs.
- .8.8.6 Refusal to obtain counseling or to participate in a rehabilitation program shall be sufficient grounds for immediate termination. Refusal by any teacher performing a safety sensitive function to consent to retesting shall provide sufficient grounds for termination.
- .8.8.7 Any action to discipline a teacher performing a safety sensitive function who is using illegal drugs (including termination, if appropriate) shall be taken in compliance with otherwise applicable procedures.
- .8.8.8 The disciplinary steps set forth in other U.S.D. No. 500 policies which provide for progressive discipline do not apply to violations of this policy. The suspension policy 4.2.12.1.3 also does not apply to violations of this policy. **This discipline to be imposed for violations of this drug and alcohol policy shall be governed solely by the provisions set forth herein.**
- .8.9 Testing Procedures:
 - .8.9.1 The procedure for the collection and submission of urine samples shall be determined by the Medical Review Officer of the certified laboratory and testing facility administering the test, except that such procedure must be in substantial compliance with that set forth in 49 CFR Part 40. Such procedures will be periodically reviewed by U.S.D. No. 500 to ensure accuracy, fairness, and adherence to the principles and mandates set forth herein. Specific attention during such reviews shall be devoted to the

integrity of specimen chain-of-custody and teacher privacy.

- .8.9.2 If an initial screening test indicates positive drug findings, in every case, a confirmatory test, using gas chromatography/mass spectrometry, will be conducted.

.8.10 Confidentiality

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

- .8.10.1 The laboratory may disclose laboratory test results only to the Medical Review Officer or the staff of the Medical Review Officer. Any positive result which the Medical Review Officer justifies by acceptable and appropriate medical or scientific documentation to account for the result as other than the intentional ingestion of an illegal drug will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. Test results will be protected under the provisions of state and federal Privacy Acts including, but not limited to 5 U.S.C. 522a, et seq., and may not be released in violation of either Act. The Medical Review Officer may maintain only those records necessary for compliance with this order. Any records of the Medical Review Officer, including drug test results, may be released to any management official for purposes of auditing the activities of the Medical Review Officer, except that the disclosure of the results of any audit may not include personal identifying information on any teacher.

- .8.10.2 The results of a drug test of a U.S.D. No. 500 teacher may not be disclosed without the prior written consent of such teacher, unless the disclosure would be --

- a. To the Medical Review Officer;
- b. To the EAP Administrator in which the teacher is receiving counseling or treatment or is otherwise participating;
- c. To any supervisory or management official within U.S.D. No. 500 to take adverse personnel action against such teacher; or
- d. Pursuant to the order of a court of competent jurisdiction or where required by the United States Government or the State of Kansas to defend against any challenge against any adverse personnel action.

- .8.10.3 For purposes of this Section, “management official” includes any management, government, security or personnel official whose duties

necessitate review of the test results in order to process adverse personnel action against the teacher. In addition, test results with all identifying information removed shall also be made available to U.S.D. No. 500 personnel, including the Drug Testing Program Coordinator, for data collection and other activities necessary to comply with appropriate federal and state statutes.

- .8.10.4. Any teacher who is the subject of a drug test shall, upon written request, have access to any records relating to --
 - a. Such teachers' drug test; and
 - b. The results of any relevant certification, review, or revocation-of-certification proceedings.
- .8.10.5. Except as authorized by law, an applicant who is the subject of a drug test, however, shall be entitled to this information.

4.2.14.0.0 Teacher Organizations And Organizational Relations

.1.0 Operational Conditions

Maintenance of membership, membership communication and general conduct of the affairs of any organization which acts, seeks to act or purports to act, as a representative of any or all professional employees shall be the total and complete responsibility of such an organization. No funds or equipment purchased by tax funds or other school funds shall be employed in the conduct of the affairs or operations of such organization(s) except as otherwise provided in the policies of the Board or by specific approval of the Superintendent.

.2.0 Membership Communication

.2.1 In Faculty Meetings

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

.2.2 Use of Mail Boxes and Bulletin Boards

Duly authorized representatives of the Association shall be allowed to place Association notices, circulars, or other material (exclusive of local, state, and

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

.2.3 Use of Inter-School Delivery Service

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

.2.4 Mail Distribution

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

.2.5 Meeting with Representative During the Work Day

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

.3.0 Use of School Facilities and Equipment

.3.1 Advance Authorization Required

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

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

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

.3.3 Use of School Equipment

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

.4.0 Maintenance of Membership

.4.1 Board Neutrality

Teachers are under no obligation to join or refrain from joining any organization or association which purports to represent teachers in negotiations with the Board. The Board will make no expenditure of staff time or funds, either directly or indirectly, for the purpose of maintaining or discouraging such membership and will not be responsible for collection of any dues or other funds on behalf of such organizations.

.5.0 Dues for Membership in NEA-KCK

.5.1 Authorization of Deduction

Upon written authorization by the individual teacher executed on an approved form, membership dues in NEA-KCK will be deducted from the teacher's salary and remitted to NEA-KCK at the rate of 1/12th of the total annual dues amount per month beginning in September and ending in August.

For any teacher electing to take a lump sum salary payment upon completion of all contractual obligations in accordance with K.S.A. 74-4940, the Board shall make the appropriate NEA-KCK dues deduction from the lump sum salary payment and remit the amount so deducted to NEA-KCK at the time lump sum deductions are made.

.5.2 Initiation and Continuation

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

.5.3 Filing and Notification Requirements

NEA-KCK shall be responsible for filing of all authorizations with the Board in a timely manner as set forth in 4.2.14.5.2.

.5.4 Responsibility for Remittance of Dues

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

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

.6.0 Exempt Organizations

Organizations of teachers and other professionals devoted exclusively to the advancement of instructional skills, research and instructional leadership shall not be subject to the limitations of this section and shall be subject to such rules and regulations as may be established by the Superintendent in the general interest of the instructional program of the schools.

.7.0 Leave for Association Purposes

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

.7.1 Extended Association Business Leave

One designated teacher representative of the Association shall, upon request, be granted full time release from duties for one year with full pay. The Association

shall reimburse the district the sum of 20% of the designated teacher's contract salary for his/her release. It is understood that the representative's work time shall be shared between the Association and the district at the rate of 80% for Association activities and 20% at the discretion of the Superintendent of Schools.

7.2 Return to Teaching Position

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

4.2.15.0.0 Resolution of Complaints

The purpose of complaint resolution procedures is to provide ample opportunity and clear avenues for the equitable resolution of non-grievable complaints at the lowest possible level.

.1.0 Definitions

.1.1 Complaint: An oral or written statement by a teacher which alleges a violation, misapplication, or misrepresentation of established administrative regulations or practices or Board policies which the complainant deems to be in need of resolution including an employment discrimination complaint.

.1.2 Complainant: The person(s) presenting a complaint,

.1.3 Immediate Supervisor: The supervisory staff member in the department or building unit wherein the complaint exists and who assigns and supervises the teacher's work and approves his/her time record or evaluates his/her work performance.

.1.4 Department: Any school office or administrative unit of the Board of Education.

.2.0 Procedure for Resolution of Complaints

.2.1 Level I

A teacher with a complaint should first discuss it with his/her immediate supervisor in an effort to resolve it informally. Any request to discuss a complaint shall initially be presented to the immediate supervisor or other appropriate administrative staff member within a period of ten (10) days after the incident or event precipitating the complaint transpires and shall promptly be heard by the supervisor.

.2.2 Level II

In the event that the complaint cannot be satisfactorily resolved or is not heard at Level I in a period of five (5) days or less, the teacher may present the complaint in writing to the Superintendent or his designated representative at any time mutually agreeable but within twenty (20) days of a request for a conference. Unless selected by the Board for a Level III conference, the Level II disposition by the Superintendent or his appointed designee shall be final.

.2.3. Level III

The complainant, within ten days of the Level II decision, may file with the Clerk of the Board, a request that the complaint be heard by the Board. The Board, at its discretion, may appoint certain members to serve as hearing examiner(s). The Level III request must be accompanied by a short statement outlining the relevant facts of the dispute, the resolution or correction sought, and the policies, laws, statutes, regulations, and other procedures pertinent to the complaint. The acceptance of a Level III complaint shall be at the sole discretion of the Board. All Level III declinations shall be submitted to the complainant in writing.

.2.3.1 In the event that the Board elects to convene a Level III conference, the complainant and other participants shall, within 7 days of acceptance notification, submit a list of proposed witnesses, including the witness's name and a brief summary of the witness's expected testimony and a list of proposed exhibits, including a brief summary of the content of each exhibit and its relevance to the complaint to the Clerk of the Board.

.2.3.2 The Board or the Board's hearing examiner(s), in their sole discretion, shall determine the necessity for live testimony at the Level III conference. A Level III determination may be rendered on written affidavit testimony. In the event that an individual is not selected to appear before the Board, participants in the complaint procedure, may petition the Board or its hearing examiner(s) for reconsideration. The reconsideration decision by the Board or its hearing examiner(s) shall be final.

.2.3.3 Disposition of the Level III complaint by the Board or its hearing examiner(s) shall be final.

.2.3.4 If the complaint is not forwarded to the Clerk of the Board within thirty (30) days after original presentation of the complaint at Level I, then the complaint shall have been waived.

.2.4 Miscellaneous Provisions in Processing Complaints

.2.4.1 In complaint hearings at Level II and III, the complainant may be accompanied by a single representative of his/her choosing and the administration may be represented by a person of its choosing. Relevant information may be presented in oral or written form.

.2.4.2 At Levels II and III, decisions rendered shall be communicated to the complainant in written form.

.2.4.3 Documents, communications and records dealing with the processing of a complaint shall be filed separately from the regular personnel files of the complainant.

.2.4.4 No reprisals shall be taken against the complainant by reason of his/her participation in the complaint procedure.

4.2.16.0.0 Resolution Of Grievances

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

.1.0 Definitions:

.1.1 **Grievance:** A charge by one or more teachers or the Association which alleges a violation, misapplication or misinterpretation of the negotiated agreement.

.1.2 **Grievant:** The teacher(s) or the Association presenting a grievance.

.1.3 **Department:** Any school office or administrative unit of the Board.

.1.4 **Immediate Supervisor:** The supervisory staff member in the department or building unit wherein the grievance exists and who assigns and supervises the teacher's work and approves his/her time record or evaluates his/her work performance.

.1.6 **Party in Interest:** A person or group of persons, including the Board through its staff, who might be required to take action or against whom action might be taken in order to resolve the grievance.

.2.0 Procedure for Resolution of a Grievance

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

.2.1 **Level I:** A teacher with a grievance shall first discuss it personally with his/her immediate supervisor with the objective of resolving the matter informally. Any such grievance shall be presented to the immediate supervisor by the teacher within a period of ten (10) days after the incident occurs specifying the grievance and requesting a conference to discuss it.

.2.2 **Level II:** In the event that the teacher is not satisfied with the disposition of the grievance at Level I or in the event that no decision has been rendered within five (5) days after presentation of the grievance, the teacher may present it as a formally written grievance to the immediate supervisor in the form prescribed herein and filing of such form shall be considered as a request for a conference to discuss the grievance.

.2.2.1 Within five (5) days following presentation of the grievance, the immediate supervisor shall discuss the grievance with the teacher and if the teacher so elects, he/she may be represented by any person or representative of an organization of his/her choosing. If the teacher elects to be so represented, then the immediate supervisor shall have the option to be represented by the Superintendent or a designated representative of the Superintendent. In the event that both the teacher and the supervisor choose such representation, Level III procedures may be waived at the election of either party.

.2.2.2 Within five (5) days after discussion of the written grievance, the immediate supervisor shall make a decision and communicate the same in writing to the teacher presenting the grievance.

.2.3 **Level III:** In the event that the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may file the grievance in writing with the Superintendent.

- .2.3.1 Within ten (10) days after receipt of the grievance, the Superintendent or a designated representative shall meet with the grievant in an effort to resolve it.
- .2.3.1.1 The immediate supervisor involved shall be available at this hearing.
- .2.3.2 If the grievance is not forwarded to the Superintendent within thirty (30) days after original presentation of the charge at Level I, then the grievance shall have been waived.
- .2.3.3 The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
- .2.3.4 The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such a list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
- .2.3.5 The decision of the Superintendent, or a designated representative, shall be given to the grievant in written form within ten (10) days after meeting with the grievant.
- .2.4 **Level IV:** In the event that the grievant is not satisfied with the disposition of the grievance at Level III, or in the event no decision has been rendered within seven days after the grievant has first met with the Superintendent or a designated representative, the grievant may file the grievance in writing within seven (7) days with the Clerk of the Board.
- .2.4.1 Within ten (10) school days after the first meeting of the Board at which the written grievance is presented, the Board or hearing examiner(s) appointed from its members of the Board shall meet with the grievant for the purpose of resolving the grievance.
- .2.4.1.1 The Superintendent or his designated representative shall be present at this hearing.

- .2.4.2 The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
- .2.4.3 The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of hearing. Failure to timely present such list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
- .2.4.4 Any Board hearing examiner(s) appointed shall make a report of finding and recommendations to the Board and the decision of the Board shall conclude the district's grievance process.
- .2.4.5 The hearing examiner(s) shall make their report to the Board within ten (10) days following the conclusion of the hearing or at the first Board meeting thereafter. The Board shall make a final disposition of the matter in not less than seven (7) days after receiving the report or at the first Board meeting thereafter unless the Board determines a need for further testimony or information. In such case, the Board's decision shall be made and given to the teacher within ten (10) days after receipt of such additional testimony or information.
- .2.4.6 The final decision of the Board shall be given to the teacher in written form within seven (7) days after the decision is made.

.3.0. Miscellaneous Grievance Resolution Provisions

.3.1 Forms

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

.3.2 Written Material Required

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

.3.3 Closed Hearings

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

.3.4 Separate Files

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

.3.5 No Reprisals

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

.3.6 Right to Informal Discussion

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

.3.7 Initial Filing at Level III

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

.3.8 Days

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

4.2.17.0.0 Teacher Compensation And Other Benefits

All salary guides contained in 4.2.0.0.0 et.seq. shall, unless specifically indicated to the contrary, be regarded as minimum salary guidelines.

Nothing herein shall prohibit the approval by the Board of a contract salary above the minimum stipulated on the basis of the individual's performance, efficiency and responsibility or the district's need for the special skills of the teacher(s) involved.

.1.0 Salary Guides - Classroom Teachers

.1.1 Every Teacher Classified

Every teacher shall be classified for salary purposes in accordance with the salary schedule provisions. For purposes of this schedule, the term "teacher" is used to apply to all certificated personnel whose salary is based upon the teacher's salary scales as contained in this section. At the time of initial employment, each teacher shall be placed on the Step and in the Class for which he/she qualifies as determined by the Superintendent.

.1.2 Dates for Reclassification

Any teacher qualifying for a higher Class prior to September 1 due to completion of additional college courses shall be placed in the new Class but on the same Step as would be held in the previous Class except as otherwise noted herein. Any teacher qualifying for a higher Class after September 1 and prior to February 1, shall be placed in the new Class for the remainder of the contract period effective February 1.

.1.3 Salary Adjustment

Any teacher qualifying for a higher Class must submit copies of official transcripts and/or confirmed Professional Development Points verifying the completion of the additional work by August 31 for a September adjustment and by January 31 for a February adjustment. It shall be the responsibility of the individual teacher to notify in writing the Personnel Division when the teacher qualifies for a new Class. Reclassification shall occur at the next September 1 or February 1, whichever occurs sooner, following notification by the teacher. Beginning with the 1998/99 schoolyear, teachers will begin with zero points.

.1.3.1 To qualify for salary schedule movement on Professional Development Points, the individual must have an approved Individual Development Plan on file and meet the recertification guidelines as set forth by the Kansas State Department of Education.

.1.3.2 A maximum number of 120 Professional Development Points may be earned in one year. (20 Professional Development Points=1 graduate hour.)

.1.3.3 The staff training experience must be pre-approved by the Professional Development Salary Committee in advance if professional development points are requested.

- .1.3.4 Professional Development Points are only usable during a five year period for salary schedule movement.
- .1.3.5 Inservice during contractual day or paid inservice cannot be used for movement on the salary schedule.
- .1.3.6 Professional Development points are not awarded for activities where the individual is earning college credit or is receiving a stipend or payment.
- .1.3.7 An earned degree is required for movement into degree classification on the district salary schedule. When utilizing Professional Development Points, individuals are restricted to movement from one classification to another in any one year.
- .1.3.8 Staff needs to carefully record their attendance at training activities on the sign-in sheets and/or validation by workshop presenter.

.1.4 Classes Defined

- Class I** Teachers holding a baccalaureate degree.
- Class II** Teachers holding a baccalaureate degree and having at least 15 semester hours of college graduate credit or 8 college graduate hours and up to 140 PD Points.
- Class III** Teachers who have completed at least 30 semester hours of college credit beyond the baccalaureate degree with at least 18 of such hours being graduate credit or 16 college graduate hours and up to 280 PD Points.
- Class IV** Teachers holding a masters degree.
- Class V** Teachers holding a masters degree and having 15 semester hours of graduate credit beyond the master's degree or 8 college graduate hours and up to 140 PD Points.
- Class VI** Teachers holding a masters degree and having 60 semester hours of graduate credit beyond the baccalaureate degree or 32 college graduate hours and up to 560 PD Points or 30 semester hours of graduate credit beyond the masters degree or 16 college graduate hours beyond degree and up to 280 PD Points.
- Class VII** Teachers holding a masters degree and having 75 semester hours of graduate credit beyond the baccalaureate degree or 45 college

graduate hours and up to 600 PD Points or 45 semester hours of graduate credit beyond the masters degree or 24 college graduate hours beyond degree and up to 420 PD Points.

Class VIII Teachers holding a masters degree and having 90 semester hours of graduate credit beyond the baccalaureate degree or 60 college hours and up to 600 PD Points or having 60 semester hours of graduate credit beyond the masters degree or 32 college hours beyond Masters and up to 560 PD Points.

Class IX Teachers holding an earned specialist or doctorate degree from an accredited university.

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

.1.5 Salary Schedule Step Defined, Adjustment

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

.1.6 Duty Days Per Year

Whenever duty days are mentioned, 186 duty days shall be required for all teachers who have completed an initial year of 186 duty days. 187 duty days shall be required during the first full year of service except that teachers with no prior teaching experience shall have 189 days. Other exceptions shall be specified in the individual teacher's primary contract or in related provisions of this policy.

1.7. Step Assignment for 2002/03 Contract Year

Salaries for 2002/03 within each class shall be based on the movement of each person on a step of the 2001/2002 schedule to the next succeeding step on the 2002/2003 schedule. Persons who complete additional training and who are eligible for a higher classification on the salary schedule shall be placed on the same step as

that of any comparable person who was a member of such higher classification in 1978/79 and has been moved regularly within that class in all succeeding years.

Any teacher at the top step of his/her class for four or more years excluding any year(s) in which this provision for step assignment was suspended shall receive as longevity pay an increase in salary above his/her contracted top step for the fifth year and thereafter in the dollar amount specified on the salary schedule. Any teacher who receives the first longevity pay increase in salary above the contracted top step of his/her salary class for four years excluding any year(s) in which this provision for step assignment was suspended shall receive a second longevity payment for the fifth year and thereafter in the dollar amount specified on the salary schedule. The same shall apply for longevity step three. Teachers currently on longevity steps BA and BA+15 Steps 12-LG3 and BA+30-Spec/PhD steps 14-LG3 (2001/02 schoolyear) who are not eligible for step movement will receive an increase of \$800. Teachers currently on longevity step 4 (2001/02 schoolyear) will receive a \$900 increase.

As a further guide to placement on the schedule for 2002/2003, the following table showing years of experience required in the District to qualify for placement on a given step within a class shall apply. Credit allowed for experience outside the District shall be in accord with SectionA, Paragraph 1 of this Article. The 2002/03 school year is not included under the "Years" column.

Class I, II		Classes III,IV, V, VI,VII, VIII,IX	
Years	Step	Years	Step
0	2	0	2
1-3	3	1-3	3
4	4	4	4
5	5	5	5
6	6	7	6
7-8	7	7-8	7
9	8	9	8
10	9	10	9
11	10	11	10
12	11	12	11
13-14+	12	13-14	12
		15	13
		16	14

.1.8. Nurses

Nurses holding appropriate degrees and employed as school nurses shall be placed on the regular teacher's salary schedule. Registered nurses not holding degrees shall be contracted on the recommendation of the Superintendent. Salaries for

2002/2003 shall be based on the movement from the step held on the 2001/02 schedule to the next succeeding step on the 2002/03 schedule.

Step	
0	25,452
1	25,951
2	26,460
3	27,090
4	27,515
5	28,273
6	29,089
7	29,762
8	30,422
9	31,098

.1.9 Special Education Teachers

Special education teachers who were employed prior to the 1976-77 school year and who are assigned to a definite classroom and who have been approved by the Department of Special Education, State Department of Education, shall continue to be paid \$400 above the regular schedule. These include teachers of the emotionally disturbed, hard of hearing, mentally retarded, and visually handicapped. No such differential shall be paid for teachers who began service after the close of the 1975-76 school term.

Teachers who are certified for special education and who were employed prior to the 1976-77 school year but are not assigned to a definite classroom shall continue to receive \$200 above the regular schedule. These include hearing conservation, home and hospital bound, special health problems, gifted and speech clinicians. No such differential shall be paid for teachers who began service after the close of the 1975-76 school term.

.1.10 Vocational Education Endorsement Recognition

Teachers who are certified by the State Department of Education and who are required to have vocational endorsement to teach in their respective fields shall be paid according to the following scale.

Teachers holding Special Needs Vocational certification shall not qualify for the following scale unless provisional or full vocational certification is attained.

Training Class	Certification
(1) Non Degree and Provisional Vocational	BS Salary Schedule
(2) Non Degree and Vocational or Degree and Provisional Vocational	BS Salary Schedule + \$141
(3) Non Degree and Vocational + 30 hours	BS Salary Schedule +\$426
(4) Non Degree and Vocational + 60 hours	BS Salary Schedule +\$705
(5) Non Degree and Vocational + 90 hours	BS Salary Schedule+\$990
(6) Degree and Vocational or Secondary Teachers Certificate and Vocational	BS Salary Schedule + \$1412

All hours counted in Class (3), (4), (5) shall be semester hours and shall be a part of a degree plan approved by the district. Teachers required to teach a full day without a planning period will be paid an additional \$12.14 per day.

1.11 Counselors

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

1.12 Compensation for Required In-District Travel

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance with the Board policy setting the amount per mile unless a stated sum is individually negotiated with the teacher.

1.13 Base Salary Scale

Base salary scale for computation of 2002/2003 salaries is as follows:
(See following page)

	Class 1 BA	Class 2 BA+15	Class 3 BA+30	Class 4 MA	Class 5 MA+15	Class 6 MA+30	Class 7 MA+45	Class 8 MA+60	Class 9 SPEC/PHD		Nurses
Step 2	\$32,668	\$32,886	\$33,088	\$34,372	\$34,606	\$34,915	\$35,229	\$35,541	\$36,328	Step 0	\$26,216
Step 3	\$32,933	\$33,167	\$33,448	\$34,739	\$35,153	\$35,632	\$35,830	\$36,301	\$37,345	Step 1	\$26,487
Step 4	\$33,411	\$33,737	\$34,009	\$35,806	\$36,024	\$36,568	\$36,895	\$37,279	\$38,496	Step 2	\$27,002
Step 5	\$33,961	\$34,193	\$34,486	\$36,295	\$36,574	\$37,084	\$37,401	\$37,723	\$38,947	Step 3	\$27,532
Step 6	\$34,403	\$34,634	\$34,927	\$36,735	\$37,015	\$37,525	\$37,842	\$38,132	\$39,388	Step 4	\$28,072
Step 7	\$34,844	\$35,076	\$35,368	\$37,177	\$37,456	\$37,966	\$38,284	\$38,606	\$39,830	Step 5	\$28,740
Step 8	\$35,284	\$35,517	\$35,809	\$37,619	\$37,932	\$38,433	\$38,724	\$39,290	\$40,322	Step 6	\$29,190
Step 9	\$35,725	\$35,957	\$36,251	\$38,402	\$38,696	\$39,447	\$39,848	\$40,478	\$41,313	Step 7	\$29,995
Step 10	\$36,166	\$36,421	\$37,118	\$39,509	\$39,772	\$40,788	\$41,085	\$41,733	\$42,680	Step 8	\$30,861
Step 11	\$37,016	\$37,549	\$38,366	\$40,870	\$41,456	\$42,649	\$43,197	\$43,775	\$44,891	Step 9	\$31,576
Step 12	\$39,406	\$39,786	\$39,869	\$42,706	\$43,324	\$44,608	\$45,225	\$45,972	\$47,392		
Step 13			\$40,843	\$44,806	\$45,350	\$46,631	\$47,334	\$48,257	\$50,023		
Step 14			\$41,838	\$47,764	\$48,342	\$49,490	\$50,257	\$51,247	\$53,291		
Step LG1	\$40,394	\$40,938	\$42,783	\$48,779	\$49,394	\$50,394	\$51,309	\$52,418	\$54,736		
Step LG2	\$41,367	\$41,914	\$43,757	\$49,681	\$50,299	\$51,297	\$52,214	\$53,322	\$56,308		
Step LG3	\$42,159	\$42,718	\$44,599	\$50,641	\$51,270	\$52,290	\$53,552	\$54,355	\$57,399		
Step LG4	\$42,968	\$43,538	\$45,457	\$51,620	\$52,261	\$53,301	\$54,254	\$55,408	\$58,513		

BASE CONTRACT SCHEDULE – TEACHER 2005-2006

.1.14 Short-Term Assignments

Compensation rate for teachers given short-term assignments as governed by 4.2.7.3.2.4 shall be \$18.78 per hour for supervision of a complete class group and \$11.69 per hour for less than 65% of a class.

.1.15 Summer School

Teachers teaching summer school shall be paid \$17.72 per hour.

.1.16. National Certification

Teachers who obtain National Certification from the National Board for Professional Teaching Standards shall be paid \$1,000 above the regular schedule.

4.2.18.0.0 Supplemental And Extracurricular Salaries - Supplemental Contracts

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

.1.0 Compensation for Extracurricular Duties

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

.1.1 Activities - High School

Football, Basketball, Track, Wrestling

Head	Asst.
\$4030	\$2445

Cheerleaders

\$3390

Marching Band, Debate

Head Asst.

\$2874 \$1905

Volleyball, Swimming, Baseball, Softball, Cross Country, Soccer

Head Asst.

\$2168 \$1510

Tennis, Golf Intramurals

\$1552 \$859

Drama

\$2481

Yearbook, Newspaper, Vocal Music, Pep Club,

\$2326

(Vocal music instructors who direct a musical play will be paid an additional \$260)

Forensics, Orchestra, Student Council, Drill Team, Quiz Bowl

\$1552

Pep Band

\$1169

Teachers of Tomorrow \$1063

1.2. Activities - Middle School

Football, Basketball, Track, Cheerleaders

Head	Asst.
\$2174	\$1426

Wrestling

Head	Asst.
\$1648	\$1053

Volleyball, Cross Country

Head	Asst.
\$1350	\$900

Intramurals

\$831

Music, Pep Club, Yearbook, Newspaper

\$1497

Drill Team, Student Council

\$1129

.1.3. Activities - Elementary School

Student Council	\$340
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.1.4 Cafeteria Supervision

\$15.59 per hour

.1.5 Partial Assignment Prorated

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

.1.6 Longevity Component

.1.6.1 An employee must perform a duty in the exact same assignment on a consecutive basis, from year to year, to be eligible for the longevity salary. A change in assignment will result in an employee returning to the Extra Curricular Base Salary.

.1.6.2 Longevity amount = Extracurricular Base Salary times (x) the longevity step percent factor.

.1.6.3 Longevity Step Percent Factor

- a. Year 1 0%
- b. Year 2 0%
- c. Year 3 0%
- d. Year 4 05%
- e. Year 5 7.5%
- f. Year 6 10%
- g. Year 7 12.5%
- h. Year 8 15%
- I. Year 9 17.5%
- j. Year 10 & up 20%

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

.1.7 Criteria for Additional Payment

Criteria for payment of any amount in excess of the base amount shall be the amount of time and effort required in the particular school, the proficiency and effectiveness of performance of the staff member involved, the quality of student participation and performance secured, and such other factors as may be suggested to the principal by the staff member involved.

.2.0 Special Duty Personnel for Special Activities

For each school, there may be established a quota of special duty personnel by administrative order of the Superintendent.

.2.1 Allocation Based on Need

The number of such positions allocated to each school shall be determined by the Superintendent on the basis of the needs and special problems of the school.

.2.2 Duties Outside Regular School Day

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

.2.3 Teachers May Request Duty

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

.2.4 Principal to Select Personnel

Selection of special duty personnel from the list of such applicants shall be the responsibility of the principal and Assistant Superintendent for Personnel. Such assignment shall be based on the nature of the services to be performed and the qualities of the staff member(s) under consideration.

.2.5 Principal to Assign Duty

Specific assignment of duties shall be by the principal of the school.

.2.6 Compensation Determination

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

.3.0 Extra Pay for Extra Work Schedules

Payment for extra duty services and/or security personnel services not covered under other policies of the Board may be made on the basis of a maximum allotment of hours per school as follows: Senior high schools, 3150 hours; Middle Schools, 1200 hours. Methods of payment shall be by a yearly contract method and/or an hourly rate of pay.

.3.1.1 Yearly Contract Method

In the middle and high schools, teachers may be contracted for a single year at an hourly rate of \$18.74 to perform extra duty assignments. Teachers will be contracted for a maximum of 110 hours at the high school level and 75 hours at the middle school level. By mutual consent of the

principal and the teacher, the maximum number of hours of extra duty may be waived. Hours of extra duty will be assigned at the discretion of the principal, such duty to be performed outside the teachers' normal work day or on days when schools are not in session. No extra duty assignment will be allowed during time for which compensation for an extra-curricular assignment is received.

- .3.1.2 The quota of contracted hourly extra duty personnel for each middle and high school will be established by the Assistant Superintendent for Personnel with approval of the Superintendent. Principals are not required to use their full quota of contracted hourly extra duty slots but may choose to use the hourly rate method (4.2.18.3.2) for securing extra duty personnel as an alternative.
- .3.1.3 All time worked for extra duty and extracurricular assignments shall be reported to the Personnel Office by the principal.

.3.2 Hourly Rate of Pay Method

- .3.2.1 Extra duty personnel may be employed on an hourly basis at the rate of \$12.11 per hour for time worked after the teacher's regular dismissal time for each individual school and until 6:00 p.m. and \$13.94 per hour after 6:00 p.m. and on days when schools are not in session.
- .3.2.2 Each school shall report all extra duty hours worked by each staff member who is hired at the hourly rate of pay as established herein. Forms for reporting of hours will be provided by the Personnel Department. Schools shall submit the forms to the Personnel Department on the first working day of each month. Payment to staff members for hours worked shall be made by the Business Office and not by the individual schools.
- .3.2.3 Extra duty assignments for purposes authorized by the Superintendent or his designated representative will be made at the discretion of the principal. The maximum number of hours extra duty will be as indicated in the schedule herein.

.3.3 Quotas for Each School

.3.3.1	Secondary Schools	Maximum
	#Yearly	Total
	Contract	Allotment
	Method	of hours
	F.L. Schlagle	20 3150
	J.C. Harmon	20 3150
	Sumner Academy	20 3150

Washington	20	3150
Wyandotte	20	3150
Argentine	10	1200
Arrowhead	10	1200
Central	10	1200
Coronado	10	1200
Eisenhower	10	1200
Northwest	10	1200
Rosedale	10	1200
West	10	1200

.3.3.2 The total amount of extra duty time may not exceed the total allotment of hours for the school. The equivalency in hours for extra duty personnel on the yearly contract method shall be computed on the basis of 110 hours in high schools and 75 hours in middle schools.

.3.3.3 Elementary Schools

The quota of extra duty hours for each elementary school will be established by the Assistant Superintendent with approval of the Superintendent.

.3.4 Pay for Supplemental Teaching Services

.3.4.1 Homebound teaching and other special teaching services assigned and performed outside of the terms of the primary contract and as supplementary services after the close of the regular school day shall be compensated at the rate of \$15.14 per hour prior to 6:00 p.m., and at the rate of \$16.95 per hour after 6:00 p.m. Individuals who teach staff development courses approved by the district and for which credit is granted by an accredited college or university shall be paid at the rate of \$605 per credit hour. If more than one person teaches a class, the \$605 will be divided among the instructors based on a percentage of time worked by each.

.3.4.2 Hourly rate for special curriculum planning and preparation services assigned and performed outside of the terms of the primary contract and as supplementary services outside of the regular school day shall be compensated at the rate of \$14.53 per hour.

.3.4.3 The hourly rate for teaching night school adult education classes shall be \$17.68 per hour.

.3.4.4 The hourly rate for teaching driver education shall be \$20.58 per hour.

.3.4.5 Teachers performing district wide instructional training as a part of their regularly assigned duties will be paid a stipend in the amount of \$2,000.

.3.4.6 Teachers performing duties as a District School Improvement Facilitator be paid the amount paid to District School Improvement Facilitators which varies based on the number of schools assigned.

.4.0 Compensation for Student Teacher Supervision

A payment of not more than \$128 per student teacher shall be made to teachers who supervise student teachers during any one semester. The amount of pay to each cooperating teacher shall be based on the length of time that a student teacher is assigned to the cooperating teacher and the designation of responsibilities as assigned by the Assistant Superintendent for Personnel.

4.2.19.0.0 Teacher Fringe Benefits

.1.0 Workers' Compensation

.1.1 All Teachers Included

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

.1.2 Immediate Injury Report Required

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

.1.2.1 Such principal or supervisor shall take immediate steps to file the proper report in the office of the Assistant Superintendent for Business Affairs

.2.0 Tax Deferred Annuities

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

.2.1 Participating Companies Approved by Board

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

.2.1.1 No new participating company will be approved by the Board unless the request for such approval is accompanied by thirty (30) bona fide applications for the company seeking such approval.

.2.1.2 All applicants requesting participation in a tax sheltered annuity program must agree to participate in said program for a minimum of twelve (12) months unless contract for employment is terminated.

.2.2 Two Application Periods Per Year

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

.2.3 Continuation of Pre-Employment Agreement

Whenever an individual teacher is employed and has a prior contract agreement for purchase of a tax sheltered annuity, said agreement may be continued by proper amendment of contract agreements with the Board. Section 4.2.19.2.3 shall not be construed as authorizing the initiating of new contracts with companies not specifically authorized by the Board.

.3.0 Section 125 - Cafeteria Plan

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

.3.1 Allocation for Medical Insurance

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

.3.2 Continued Monthly Allocations After Disability Leave Benefits Exhausted

For any teacher who is not receiving salary compensation due to absence from duty because of personal sickness or injury of the teacher and exhaustion of all disability leave benefits, the Board shall continue the payments specified in 4.2.19.3.1 above for six (6) months from the month in which disability leave benefits are exhausted. No payment shall be made after separation of such teacher's employment with the district.

.3.3 Voluntary Salary Reduction Contribution

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

.3.4 Plan Benefits

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

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

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

.3.5 Husband/Wife Combination Option

If both husband and wife are teachers or covered employees in the district, they may jointly elect to have all of the combined total of the Board's monthly payment under 4.2.19.3.1 applied toward the purchase of additional medical insurance offered by the insurance carrier.

.3.6 Board of Education Obligations

.3.6.1 The Board shall be the Plan Administrator. All policies included in the plan shall be held by the Board.

.3.6.2 Select the benefits and carrier.

- .3.6.3 Have the option of including in addition to teachers any other groups of employees in the plan.
- .3.6.4 Develop and administer detailed guidelines as necessary for the operation of the program.
- .3.6.5 Establish an advisory committee of representative of such employee groups as may be included in the plan for the purpose of making an annual review of the existing benefits and considering alternative carriers.

.3.7 Association Right to Designate

NEA-KCK shall have the right to designate the teacher representatives to serve on the advisory committee established by Board policy 4.2.19.3.6.5.

.4.0 Teacher Retirement

.4.2 Kansas Public Employees' Retirement System

The Kansas Public Employees' Retirement System is established by law and fully stipulates all coverages, qualifications and required procedures. Its application is to all full-time employees who are not covered by the Kansas City, Kansas Public School Employee's Retirement Fund.

.4.3 Social Security Benefits

All qualifying employees are included in the federal social security program.

.5.0 Legal Protection of Teachers

.5.1 Reporting of and Response to Altercations

In the event of any altercation in the classroom, school buildings, grounds, or any other place a teacher is required to perform professional duties involving an assault upon a teacher or any actual or threatened violence to person or property during the school day including any extracurricular or other school activity functions, the teacher will immediately report such altercation or threat to his/her immediately available supervisor who will advise the Superintendent or his designated representative.

- .5.1.1 A teacher may use reasonable and necessary physical force to restrain a pupil in order to protect self, other persons, prevent the destruction of property, or to prevent any illegal overt act on the part of the pupil.

.5.2 Request for Legal Counsel

Any teacher involved in any situation described in paragraph .5.1 may request of the Board and the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to any such altercation.

.5.3 Legal Assistance

In the event any altercation or incident described in paragraph .5.1 should result in the filing of a criminal complaint under the city ordinances and/or state statutes against a student or other person, the Board shall promptly render all reasonable assistance to the teacher in connection with the prosecution of any such complaint.

.5.4 Legal Assistance in Criminal Action

If a criminal complaint under the city ordinances or state statutes of a civil proceeding is filed against a teacher arising out of any situation described in paragraph .5.1, the teacher may request the Board to provide legal Counsel and assistance in his/her defense. The decision of the Board upon any such request will be final.

.5.5 No Loss of Time

The time away from school duties by a teacher by reason of the legal proceedings involved in the prosecution of a criminal complaint against a student or other person and during those times when the board shall furnish legal assistance to a teacher as described in paragraph .5.4 above shall not be charged against the teacher.

.5.6 Reimbursement for Certain Losses

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

.6.0 Payroll Deductions

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

.6.1 Charitable Organizations

United Way Kansas City, Kansas Schools Foundation for Excellence

.6.2 Credit Unions

Midwest Regional Credit Union
Wyandotte Credit Union

.6.3 Voluntary Salary Reduction contribution to cover benefits under 4.2.19.3.4.

.7.0 Protection of Rights

.7.1 Protection of Rights in Reassignment and Transfer

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

.8.0 Chemical Dependency

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

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

The confidential nature of the medical records of a teacher with chemical dependency shall be preserved.

4.2.20.0.0 Absences, Leaves, Vacations

.1.0 Disability Leave

.1.1 Defined

Disability leave may be used for absences from duty caused by personal sickness or injury of the teacher or the teacher's dependent children. A child shall be deemed a dependent child if the child is under the age of 23, and the teacher claimed the child as a dependent on his/her tax return for the calendar year immediately preceding the term of this agreement. A teacher may be required to submit proof of such dependency upon the submission of a leave request. A teacher may also use disability leave for a child not claimed on the teacher's income-tax return for the calendar year immediately preceding the term of this agreement if the child is a relative of the teacher, under the age of 19, who lived in the teacher's home as a family member during the year immediately preceding the term of this agreement. A teacher seeking leave under this provision may be required to submit proof of such dependency. The following persons are considered relatives for use of this disability leave provision:

The teacher's birth child, stepchild, adopted child; a child who lived in the teacher's home as a family member if placed by an authorized placement agency for legal adoption; or a foster child, any child for whom the teacher has legal guardianship.

A teacher who has been employed for the previous 12 months may also use disability leave because of the serious health condition of the teacher's spouse or parent. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in the hospital, hospice, or residential care facility or which requires continuing treatment by a health care provider.

Absences for one-half (1/2) day or less shall be charged as one-half (1/2) day. Absences for less than a day but more than one-half (1/2) shall be charged as one (1) day. Absence due to sickness or injury of a teacher's dependent children or the serious health condition of a teacher's spouse or parent shall be limited to a total of seven (7) days annually. The term "days" as used herein is defined as days on which the teacher drawing disability leave would normally have reported for duty.

1.2 Coverage

Disability leave benefits are extended to all teachers for whom deductions are made for either the Kansas City, Kansas, or Kansas State School Retirement Plans.

.1.3 Annual Allowance

Except during the initial year of employment, teachers' annual disability leave shall be allowed at the following rates: Teachers whose primary and extended contract year is 181 days to 205 days, 10 days allowance; 206 to 239 days, 12 days allowance; 240 days or over, 14 days allowance. In the event a teacher resigns during the contract year, final salary payment shall be reduced for disability leave taken in excess of any disability leave accrued plus that which is credited during the year of resignation at the rate of one day per complete month of service.

.1.4 Initial Employment

Upon commencing service at the beginning of the first full year of school service, a teacher shall be provisionally credited with 10, 12, or 14 days of disability leave in accord with provision 1.3. In the event of separation of services during the first year of employment, adjustment in final salary payment shall be such as to provide for the allowance of a total number of disability leave days not in excess of one day per complete month of service. Teachers commencing service during the schoolyear shall be provisionally credited with 10, 12, or 14 days less one day for each preceding whole or major portion of a month not worked, beginning with September.

.1.5 Accumulation of Unused Disability Leave

Unused disability leave shall be allowed to accumulate to a maximum of 185 days. Nothing in this provision shall operate so as to annul or modify any teacher's number of accumulated disability leave days existing on July 31, 1991, in excess of 185 days except that such teacher will not accumulate additional unused disability leave beyond the number of such days accumulated as of July 31, 1991.

.1.5.1 Nothing herein shall preclude the Board from granting in its discretion requests for additional disability leave to any teacher, regardless of length of service, in cases of personal emergency. In considering requests for such additional leave, the Board shall give special attention to teachers who at some time in their career have foregone disability leave accumulation by virtue of being at the maximum level of accumulation for one or more years.

.1.6.1 Current Day Use After Five Days' Service

Current days of disability leave are credited on September 1, but they may not be used until after the teacher has been on duty at least five consecutive days in the current year. This restriction does not apply to accumulated

days. On the first duty day of any given year, all unused accumulated disability leave shall be available for use.

.1.7 Physician Statement May Be Required

Any teacher absent due to illness or disability may be requested to present a licensed physician's statement indicating the nature of the illness or disability and the readiness of the teacher to resume his/her duties. Such certification shall be secured at the teacher's expense.

.1.7.1 Any teacher absent more than five consecutive days due to illness or disability shall present a statement from a physician licensed to practice medicine, indicating the nature of the illness or disability and verifying that the absentee is in good health and able to resume teaching and related duties.

.1.7.2 Any request for disability leave benefits for any absence in excess of twenty (20) working days for the same disability shall be accompanied by a comprehensive statement by a licensed physician stipulating the nature of the illness or disability necessitating the extended absence. Such statement shall be presented to the Superintendent on or before the 20th day of absence. Further review and examination by a committee of three licensed physicians employed by the Board may be required for allowance of time in excess of twenty (20) working days.

.1.8 Superintendent Review

Final decision on cases not directly covered by these regulations shall be left to the discretion of the Superintendent.

.1.9 Loss or Preservation of Disability Leave Upon Termination

Resignation not related to Early Separation, non-renewal, or termination of employment shall automatically void all accumulated days of disability leave.

1.9.1 A teacher who resigns in good standing from the district and then is reemployed may retain accumulated disability leave if he/she returns to work or is given a contract to return to work within twenty-four (24) months of the effective date of the teacher's resignation.

.1.10 Abuse or Misuse of Leave

No salary shall be paid for any day's absence for which a disability is falsely reported as the cause for absence.

1.11 Credit Upon Retirement or Death

Upon retirement a teacher or, in the event of death, the teacher's estate shall be eligible to receive a lump sum payment for accumulated unused disability leave based on the following formula:

Total accumulated unused disability leave (not to exceed the maximum accumulation of disability leave allowed) x .75 x the base daily salary rate for the salary schedule class in which the teacher is classified at the time of retirement or death.

The maximum number of accumulated unused disability leave days for which payment may be made in accord with the above formula shall be limited as follows:

185-205 days of employment, 120 days allowed.

206-239 days of employment, 132 days allowed.

240 or more days of employment, 144 days allowed.

Teachers who resign from the district after completing thirty (30) years of service in the district or twenty (20) years of service in the district and are 55 years of age shall also be eligible to receive a lump sum payment for accumulated unused disability leave based on the above-stated formula. Any payment under this provision to a teacher's estate shall be made to the court-appointed fiduciary (executor, administrator, or other designee) of the decedent's estate.

Any individual initially employed by the district as a teacher after July 31, 1996, shall not be eligible for the payment as described in this provision (XV.A.10.)

.1.12 Injury When on Duty

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

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

The Board shall pay salary less worker's compensation total disability payment for the length of a disability or until the end of the contractual period whichever is shorter to a teacher who is injured while physically restraining a student or who is the victim of an assault while on duty and is injured thereby.

.1.13 Statement of Accumulated Leave

A statement of accumulated disability leave will be provided each teacher on each payroll warrant. Such statement is informational only and not made or given as a warranty of the number of days stated. Each teacher shall be solely responsible for determining the accuracy of the statement. The Board shall not be liable for errors, mistakes or failure to provide the statement unless due to intentional or willful fault on the part of the Board.

.1.14 Superintendent May Require Examination

In the event of apparent physical or mental illness or disability of any employee, the Superintendent may require an examination by a competent practitioner specified by the Superintendent. In such cases, the cost of the examination shall be paid by the Board.

.2.0 Health Leave

A teacher who is unable to teach because of personal illness or physical disability and who has exhausted all disability leave available shall be granted upon request a leave of absence without pay for the duration of such illness or disability, provided, however, any such leave shall not extend beyond the current schoolyear. This leave, at the Board's option, may be renewed for the subsequent schoolyear upon written request of the teacher. The teacher may return to active employment during the year in which he/she becomes sick or disabled as soon as a physician certifies the teacher is capable of performing all tasks required under his/her contract.

.3.0 Short-Term Professional Leave

.3.1 In Best Interest of District

A teacher may be granted professional leave with pay when such leave is considered by the Superintendent as being in the best interest of the district.

.3.2. Advance Application

Application for professional leave shall be made in writing at least five (5) working days in advance of the absence.

.3.2.1 Professional leave shall be subject to the approval of the Superintendent or his designated representative.

.4.0 Long-Term Professional Leave

.4.1 Non-Academic

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

.4.1.1 Salary Advancement

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

.4.2 Academic

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

.5.0 Legal Commitments and Jury Duty

.5.1 Jury Duty with Pay

Whenever a teacher is required to perform services as a juror, said teacher shall be paid full salary for the period of such service provided that:

.5.1.1 The Board is notified at least three (3) days in advance of the absence that a jury summons has been received.

.5.1.2 The Board receives a statement from the teacher listing the days of such service and the court in which the service was performed.

.5.1.3 The teacher presents to the Board within 60 days the endorsed (uncashed) check issued by the court for the number of days of such service.

.5.2 Jury Fee Retained by Board

The proceeds of the court payment shall be retained by the Board.

.5.3 Court Summons

Leave will be granted in order to meet the requirements of a court summons as a witness when the teacher is not a litigant. Such absence will not be deducted from accumulated disability.

.6.0 Emergency Leave

.6.1 Five-Day Maximum - Advance Approval

A maximum of five days' absence without deduction in pay during any work year may be allowed for reasons of emergency as defined in paragraph 2. Whenever possible, requests for approval of an absence under emergency leave shall be made in writing on a district leave request form to the Personnel Office prior to the absence. If the nature of the emergency does not allow for a written request prior to the absence, the teacher shall file the proper form within three (3) work days of returning to work after the absence. In all cases where a prior written request is not made, the teacher shall notify his/her immediate supervisor of the absence on or before the first day of the absence. Emergency leave shall be approved by the Assistant Superintendent for Personnel or his/her designated representative.

.6.2 Emergency Leave Defined

Emergency leave shall be granted for reasons of critical illness in the immediate family or for absences which are not a consequence of the choice or actions of the teacher. Emergency leave shall terminate when the event giving rise to the leave no longer exists. The following circumstances are examples of events which DO NOT qualify as emergency leave.

- a. Recreational activities
- b. Accompanying spouse on business or vacation
- c. Routine medical or dental matters
- d. Working for another person or business

- e. Interviews for employment
- f. Examinations by a college or university
- g. To attend to legal matters
- h. Personal illness
- i. Problems associated with transportation to work.

.6.3 No Accumulation

Emergency leave time shall not accumulate.

.6.4 Immediate Family Defined

As used herein, "immediate family" shall designate the teacher's spouse, children, parents, brothers, and sisters, grandparents, grandchildren, and spouse's parents.

.6.5 Deducted from Disability Leave Time

Any day taken as emergency leave shall be deducted from current or accumulated disability leave time.

.6.6 Critical Illness Defined

Critical illness as used herein shall not be understood to include normal care for family members, but includes such illness or injury as to produce a life-threatening condition and is so verified by medical report of the attending physician.

.7.0 Extended Maternity Leave

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

.7.1 Application Within Three Months

Application for maternity leave shall be made within three (3) months following beginning of pregnancy and shall be accompanied by a physician's statement indicating anticipated date of confinement.

.7.2 Mutual Agreement on Duty Termination

Actual performance of duties will terminate at a time mutually agreed upon by the teacher and the Board.

.7.3 Physician's Statement of Physical Condition

A physician's statement indicating that the teacher is physically able to resume full teaching duties shall be presented prior to reassignment.

.7.4 Terms of Reinstatement to Active Duty

In accord with the provisions contained herein, reinstatement of a teacher on maternity leave shall be made at the earliest date practicable but only when a suitable opening is available. A teacher returning from extended maternity leave shall have an opportunity to discuss and express her preference for reassignment with the Superintendent or his designated representative if she so requests. Rejection of the assignment when offered shall void the leave protection and shall automatically be treated as a voluntary resignation.

.7.4.1 Teachers on maternity leave who desire reinstatement at the beginning of the next schoolyear shall notify the Superintendent of their availability for assignment. Teachers shall give notice prior to May 10 if they expect to return to full time employment at the beginning of the schoolyear next following. Upon approval of the Superintendent, the leave may be extended one schoolyear beyond the year in which confinement occurs.

.7.4.2 Notification of availability for assignment shall be given within (9) months following confinement. Failure to provide such notification shall constitute an act of resignation.

.7.4.3 Nothing herein shall be interpreted to assure a teacher of a position or building assignment identical to that previously held except that it shall be in a position for which the individual has fulfilled the requirements for certification.

.7.4.4 Employment Rights and Benefits Retained

Teachers requesting and being granted maternity leave shall retain employment rights and benefits relating to tenure, position on the salary schedule, accumulated disability leave and coverage under the retirement system of the district.

.7.4.5 No Payment of Salary During Maternity Leave

No payment of salary under terms of the disability leave policy shall be made to any teacher for disability during the period of time for which extended maternity leave is granted.

.8.0 Parental and Adoptive Leave

A teacher with three (3) or more years of service in the district may be granted a leave of absence without pay for the purpose of parental or child care or for the purpose of child adoption provided that any such leave granted will be subject to the following:

.8.1 Terminates at End of Current Year

Such leave shall not extend beyond the current schoolyear. Termination of performance of duty shall be at such time as mutually agreed upon by the teacher and the Board.

.8.2 No Vacancy Will be Created

No teacher under contract during the contract year in which the returning teacher applies for reinstatement following such leave will be terminated in order to provide a position for the teacher making an application for reinstatement.

.8.3 Advance Notice of Intention to Adopt

The teacher planning to apply for leave for the purpose of child adoption shall notify the principal in writing of such intention at the same time that the teacher's application for adoption is submitted to any agency or authority authorized by law to assist or approve an adoption.

.8.4 Not Granted in Combination with Disability

No teacher will be granted parental or adoptive leave following disability leave when the reason for the request for parental leave is based upon the same factual situation for which the prior disability leave was granted; provided that the decision of the Board shall be final.

.8.5 Reinstatement Requirements

The reinstatement of a teacher on parental or adoptive leave shall be contingent upon the teacher being certified and qualified in those activities and disciplines for any existing vacancy, and provided further, the rejection of an assignment

when offered shall void the leave protection and shall automatically be treated as a voluntary resignation.

.8.6 Request for Reinstatement Required

Teachers on parental or adoptive leave who wish to return to the district shall notify the Personnel Office in writing on or before May 10 of the year in which the leave was granted. Failure to provide such notification shall constitute an act of resignation.

.8.7 Leave Conditions Required

For the purposes of this subsection, "child care," "parental care," "child leave," or "parental leave" shall mean that care or leave necessitated by the physical or mental illness or disability of the child or parent of the applicant.

.9.0 Military Leave

.9.1 Required for Drafted Personnel

A military leave of absence shall be granted to any teacher who shall be drafted for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Such leave shall not extend more than three months beyond the period of compulsory service.

.9.2 Optional for Enlistees

Military leave may be approved by the Superintendent or his designated representative for persons enlisting in the military service. Such leave shall not extend more than three (3) months beyond the termination of the first enlistment period.

.9.3 Required Temporary Military Duty for Emergency

.9.3.1 A teacher who is a member of the National Guard, or of the Army, Navy, Air Force or Marine Corps Reserves and who is required to report for an active duty period by reason of an emergency declared by the President or the Governor shall be granted temporary military duty leave.

.9.3.2 Leave for temporary military duty as provided by this agreement will be with full salary less the amount the teacher is compensated for the days of military service while on leave from the school district.

.9.4 Temporary Training Duty

A teacher who is a member of the National Guard, or of the Army, Navy, Air Force or Marine Corps Reserves and who is required to report for an active duty period for training purposes required to retain such membership shall be granted temporary military training duty leave. If the teacher's military pay is less than his/her teacher's pay during the period approved for temporary military training duty leave, the teacher will be paid the difference between his/her military pay and his/her teacher's pay.

.9.5 No Deduction From Disability Leave

For the purpose of computing disability leave, Required Temporary Military Duty Leave for Emergency (Paragraph 3) and Temporary Training Duty Leave (Paragraph 4) shall count as full service with the school district.

.9.6 Teaching Position Preserved

Upon return from Required Temporary Military Duty Leave for Emergency or Temporary Training Duty Leave, a teacher will be returned to a teaching position with the school district.

.10.0 Authorized Absence

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

.10.1 Limitation

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

.10.2 Application Required

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

.10.3 Extension

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

.10.4 Non-Accumulative

Authorized absence days shall be non-accumulative.

.10.5 Subject to Approval by Superintendent

Approval of authorized absence shall be by the Superintendent or his designated representative.

.12.0 Bereavement Leave

.12.1 Three-Day Maximum Per Occurrence

A maximum of three (3) days absence per occurrence or (five (5) days if the distance is more than 400 miles, one way) without deduction in pay during any year may be allowed for reasons of death in the immediate family as defined herein.

.12.2 Immediate Family Defined

As used herein, "immediate family" shall designate the teacher's spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse's parents, grandparents, grandchildren, brothers and sisters by blood or marriage.

.12.3 No Accumulation

Bereavement leave time shall not accumulate.

.12.4 Written Request and Approval

Any request for bereavement leave shall be in writing. Approval shall be granted by the Superintendent or his designated representative.

.14.0 Personal Leave

.14.1 Two Day Leave

A two (2) day absence without deduction in pay during any year may be allowed for personal leave.

.14.2 Approval of Leave

To be classified as personal leave, authorization must be secured prior to the day leave is taken except for instance of emergency. Teachers desiring to use personal leave shall submit their request in writing at least five (5) working days in advance of the anticipated absence. In cases of an emergency not covered by emergency leave (Section F) the notification for such leave must be made to the principal or immediate supervisor on or before the day of leave by the normal absence reporting procedures, and a written request shall be submitted within three (3) days of the absence. All requests for personal leave must be submitted to the office of the Superintendent or his designated representative.

14.3 Limitation

Personal leave shall not be used for seeking other employment, rendering services, nor working either with or without remuneration for themselves, nor for anyone else, for hunting, for fishing, nor other recreational activities, nor because of severe weather when school is in session. Absent the existence of extenuating circumstances, which shall be determined solely by the Superintendent or his/her designee, and which such determination shall not be subject to further review or appeal, such personal leave shall not be granted for the first eight (8) nor the last five (5) duty days under this agreement; nor on the first duty day preceding or following a holiday or non-working day; nor on any in-service days.

.14.4 Unused Personal Leave Days

Unused personal leave days may not accumulate; however, any days of unused personal leave shall be credited as days of disability leave unless the teacher has accumulated the maximum allotment of 185 disability leave days.

.14.5 Right to Reject

The district reserves the right to refuse requests when the number of requests made on any given day is such as to exceed the available supply of substitutes. Approval will be granted in the order of application except for clear emergency situations.

.15.0 Sabbatical Leave

.15.1 Purpose

A sabbatical leave may be granted to a full-time teacher to provide opportunity to engage in professional experiences having a major force on

self-improvement and which also will have positive consequences for the teacher's students and/or co-workers.

.15.2 Qualifications

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

.15.3 Application

Applications shall be filed with the office of the Superintendent by March 1 for leave for the next schoolyear. Applicants requesting sabbatical leave shall be notified by April 1 as to the status of their application. Applicants shall include an outlined plan for the year requested. The plan shall include:

- The activity or activities to be undertaken during the leave;
- The benefit of the leave for the teacher;
- The benefits to be realized by students and/or other staff as a result of the leave.

The plan shall be indicated on the application form or as an attached statement.

.15.4 Compensation

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

.15.5 Status Upon Return from Sabbatical Leave

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

.15.6 Selection

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

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

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

.15.7 Required Service Agreement

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

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

.16.0 Political Leave

.16.1 Candidacy for Public Office

Any teacher shall have the right to become a candidate for public office and to serve in such elective office unless there is a legal prohibition. An unpaid leave of absence not to exceed (two) 2 years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Such leave may be extended by mutual agreement of the teacher and the Board.

.16.2 Limitations

No teacher shall, during the hours for which pay is received, use such time for the solicitation, promotion, election, or defeat of any candidate for public office.

.16.3 Use of District Facilities/Students Prohibited

No teacher shall use the classrooms, schools, or students for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

.16.4 Use of District Equipment/Supplies Prohibited

No teacher shall use school equipment or supplies for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

.16.5 Reinstatement

Reinstatement of a teacher on political leave shall be made when a suitable opening is available. Nothing herein shall be interpreted to assure a teacher of a position or building assignment identical to that previously held except that it shall be in a position for which the teacher has fulfilled the requirements for certification.

.17.0 Disability Leave Bank

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

.17.1 Participation shall be voluntary.

Those who choose to participate shall contribute one (1) day of their accumulated temporary disability leave to the bank at the beginning of their period of participation.

.17.2 Eligibility

An employee who meets the eligibility requirements and who suffers a serious health condition shall be entitled to annual use of the disability leave bank consistent with the following table:

1st year in district	no more than 30 Calendar Days
2nd year in district	no more than 60 Calendar Days
3rd year in district	no more than 90 Calendar Days

4 or more years in district no more than 180 Calendar Days
These years of employment must be consecutive.

Only participating teachers are eligible to draw from the bank.

The periods for which participating teachers are eligible to use days from the bank shall begin on the fourth (4) consecutive contract day of an absence for which the teacher had no accumulated temporary disability leave days. Eligibility shall continue until (1) the teacher is able to return to duty or (2) until the date which reflects the maximum number of benefit days after the date of the commencement of the disability for which use of the disability leave bank is, sought whichever occurs first. However, in no event shall a person, within a twelve-month period, be eligible for use of the disability leave bank in an amount which exceed the limitations set forth in the table of section 2, above.

- .17.3 In no case shall additional days be granted that would extend beyond the teacher's current contract year.
- .17.4 Should the total number of days in the leave bank drop below 250, all participants who have a personal accumulation of one (1) or more temporary leave days shall contribute one (1) additional leave day to the bank.
- .17.5 Teachers may enroll in the temporary disability leave bank at the beginning of each contract year but must submit the appropriate form by October 1. Any teacher on duty from the beginning of the contract year desiring to enroll after October 1 must wait until the following year. Teachers hired after the beginning of the contract year who desire to enroll must do so within thirty (30) calendar days after their first day at work or by October 1 of the current contract year, whichever is later.
- .17.6 Once enrolled, participation remains in effect until the teacher notifies the District that the teacher desires to withdraw from participation in the bank. The period during which withdrawal is allowed coincides with the enrollment period. Any request for withdrawal from participation which is submitted during the enrollment period takes effect immediately. Any request for withdrawal from participation which is not submitted during the enrollment period takes effect at the beginning of the next enrollment period. No days previously contributed may be restored to the teacher's personal accumulation.
- .17.7 Leave days from the bank may be used only due to a serious health condition on the part of the participating employee. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in the hospital, hospice, or residential care facility or which requires continuing

treatment by a health care provider. No such days may be used due to the disability of any other person.

.17.8 Teachers whose contracts are terminated or nonrenewed in accordance with Kansas law shall not be allowed to use temporary disability leave bank days to otherwise extend their employment.

.17.9 Teachers shall not be allowed to withdraw days from the disability leave bank for any days for which workers' compensation benefits are received.

.17.10 Use of the Disability Leave Bank for a period in excess of two consecutive years is prohibited.

.18.0 Early Separation Program

.18.1 Year of Experience

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

.18.2 Total Annual Salary

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

If the teacher also holds an extended contract, the total annual salary shall be the amount shown as "Total Primary and Extended Contract" on the extended contract. Pay for extra-curricular duties is expressly excluded from the total annual salary.

.18.3 Eligibility

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

.18.3.1 The teacher must have been under contract to the Kansas City, Kansas Public Schools (U.S.D. 500) on or before August 1, 1996.

- .18.3.2 The teacher must be at least fifty-five by July 1, and no more than sixty-one years old.
- .18.3.3 The teacher must have completed twenty-five years of contracted teaching experience, with at least seventeen years in U.S.D. 500.
- .18.3.4 The teacher must submit to the Personnel Office a completed Early Separation Application on or before April 30 of the year in which separation is to begin.
- .18.3.5 Normally, a teacher will not be allowed to begin early separation prior to the end of the contract year. Any exceptions must be approved by the Assistant Superintendent for Personnel.

.18.4 Benefits

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

.18.5 Restrictions

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

.18.6 Procedure for Determining Early Separation Benefit

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

(See Experience Factor Table next page)

EXPERIENCE FACTOR TABLE

Experience in other districts

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

4.2.20.0.0 Absences, Leaves, Vacations

.19.0 Family and Medical Leave

This policy covers all leaves due to illness, injury or family leave under the Family and Medical Leave Act of 1993. Teachers who have been employed for at least twelve (12) months with the district and who have at least 1,250 hours of service during the previous 12-month period are eligible for up to twelve (12) weeks unpaid Family and Medical Leave for the following reasons:

To care for newborn son or daughter;

The placement of a son or daughter with the teacher for adoption or foster care;

To care for the spouse, son, daughter, or parent of the teacher when such individual has serious health condition;

Because of a serious health condition that makes the employee unable to perform the essential functions of his/her job.

.19.1 Birth, Adoption or Foster Placement of a Child

.19.1.1 Family and Medical Leave requested because of the birth, adoption or foster placement of a child will only be allowed during the first 12 months immediately following the birth, adoption or placement.

.19.1.2 Where spouses are employed by the district, the aggregate number of workweeks of leave to which both may be entitled is limited to 12 workweeks between them during any 12-month period.

.19.1.3 Leave under this provision will not be granted on an intermittent basis or reduced-hour basis except as approved by the Superintendent or designee in his/her discretion.

.19.2 Serious Health Condition of Teacher or Family

.19.2.1 A “serious” health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in the hospital, hospice, or residential care facility or which requires continuing treatment by a health care provider.

.19.2.2 Where spouses are employed by the district, the aggregate number of workweeks of leave to care for a parent is limited to 12 workweeks between them during any 12-month period.

.19.2.3 Leave taken under this provision may be taken intermittently or on a reduced leave schedule when medically necessary. The district reserves the right to transfer the employee requesting an intermittent or reduced leave schedule to an alternative position with equal pay during any period of intermittent leave.

.19.2.4 The district requires a written and prompt medical certification from the treating physician or from an independent health care provider on a form provided by the district (Form III) to verify the medical necessity of leave under this provision. If an employee fails to provide medical certification, the leave may be denied until the certification is received.

.19.3 Teacher Notice Requirement

A teacher who intends or anticipates leave under this policy must notify the district, in writing, not less than 30 days before the date the leave is to begin. In emergency or anticipated circumstances, the teacher must notify the district, in writing, of his/her intent to seek leave as soon as practicable. If a teacher fails to provide a timely written notice (30 days) in circumstances where the leave is foreseeable, the leave can be delayed for 30 days.

.19.4 Health Insurance

A teacher taking Family and Medical Leave will continue under the district's group health plan at the same level as if the teacher continued working. A teacher asking such leave must arrange for payment of the teacher's contribution to the group health plan on a timely basis before or during the leave. Unless caused by circumstances beyond his/her control, a teacher who fails to return from Family and Medical Leave in a timely manner will be required to reimburse the district for the premiums paid by the district during the leave period.

.19.5 Return to Work

A teacher returning from Family and Medical Leave shall be reinstated to his/her former position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. A reinstated teacher will not accrue seniority or other employment benefits (other than group health coverage) during any period of leave under this policy. The determination of how a teacher is to be restored to an equivalent position upon return from Family and Medical Leave will be made on the basis of applicable district personnel policies or the collective bargaining agreement.

.19.6 Fitness for Duty Certification

All teachers returning from a leave under this policy because of their own serious health condition shall be required to provide the district with a fitness for duty certification from their physician indicating that they are able to resume work. Failure to provide a fitness for duty certification can result in the denial of reinstatement until the fitness for duty certification is forthcoming.

.19.7 Compliance with Family and Medical Leave Act

This policy is intended to comport with the provisions of the Family and Medical Leave Act of 1993. Nothing in this policy should be construed to create any additional rights to leave and/or benefits beyond that mandated by federal law.

.19.8 Paid Leave Substitution

.19.8.1 Teachers requesting leave because of the birth or adoption of a child shall be required to substitute for leave allowed under this policy any accrued paid vacation leave, emergency leave or personal leave that the employee that accrued under other personnel policies of the district.

.19.8.2 Any teacher requesting leave in order to care for a seriously ill spouse, parent or child or because of the teacher's own serious health condition shall be required to substitute for the leave allowed under this policy any accrued paid vacation leave, emergency leave, personal leave, and applicable disability leave that the teacher has accrued under the personnel policies of the district.

.19.9 Teacher Notice of Intent Not to Return to Work

If a teacher unequivocally advises the district that he/she will not return to work, the employment relationship will be severed in accordance with other applicable personnel policies.

.19.10 Special Rules for Instructional Employees

Special rules affect the taking of intermittent leave or leave on a reduced leave Schedule, or leave near the end of a semester by instructional employees. "Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants. It does not include and the special rules do not apply to auxiliary personnel such as counselors, psychologists, or curriculum specialists.

.19.10.1 Intermittent or Reduced-Schedule Leave

If an instructional employee, who becomes entitled to intermittent or reduced schedule leave under this policy, would be absent for more than twenty percent (20%) of the total working days in the period in question, the employee can be required to elect either leave for a particular duration in lieu of intermittent or reduced-schedule leave, or to temporarily transfer to an available alternative position that can better accommodate the recurring leave. The employee must be qualified for the position, and the employee must be provided with equivalent pay and benefits.

.19.10.2 End of School Semester Leave

If leave occurs more than five (5) weeks before the end of the school semester but would end during the last three weeks of the school semester, the employee can be required to stay on leave for the balance of the school semester. If the leave begins less than five (5) weeks before the end of the school semester and the leave would end in the last two weeks of the school semester, the employee can be required to stay on leave for the duration of the school semester. And, if the leave occurs less than three (3) weeks before the end of the school semester and lasts more than five (5) days, the employee can be required to stay on leave for the duration of the school semester.

.19.11 District Notice Requirements

The district shall post and keep posted in its facilities, in conspicuous places where teachers are employed, a notice explaining the Family and Medical Leave Act's provisions and providing information concerning procedures for filing complaints of violations of the Act (See Form I). When a teacher requests Family and Medical Leave, the district shall give the employees written guidance concerning the teacher's rights and obligations under the Act and explaining the consequences of non-compliance. This information must include the following:

A copy of the posted notice (Form I);

A Family Medical Leave Act Fact Sheet prepared and approved by the U.S. Department of Labor (Form II)

Certification of physician or practitioner (Form III)

Response to employee request for Family and Medical Leave (Form IV)

4.2.21.0.0.0 Heath and Welfare

.1.0 Infectious or Contagious Diseases

.1.2 Suspension/Case-by-Case Determination

The determination of whether a teacher reasonably suspected of suffering from an infectious or contagious disease, not excluded pursuant to 1.3 below, shall be permitted to remain employed in a capacity that involves contact with students or other employees shall be made on a case-by-case basis by a team composed of public health personnel, the teacher's physician, the teacher and/or the teacher's representative, and appropriate school and medical personnel as determined by the Superintendent. In making this determination, the team shall consider:

- A. the physical condition of the school teacher;
- B. the expected type of interaction with others in the school system; and
- C. the impact on both the infected school teacher and others in that setting.

Pending such determination, the teacher shall not perform any duties involving contact with students or other teachers. Determinations made by a team shall be reviewed by the team at appropriate intervals.

Pursuant to K.S.A. 65-6002(d), information gathered during the determination process shall not be used in any form or manner which would lead to the discrimination against any individual or group with regard to employment, education, transportation, or for the provision of any other services provided by USD No. 500.

.1.3 Exclusions

A teacher suffering from an infectious or contagious disease who has uncovered, oozing skin lesions or skin eruptions shall not be permitted to remain employed in any capacity which involves contact with students or other employees.

.1.4 Investigation

Whenever the Superintendent becomes aware of circumstances that give rise to a suspicion that a teacher suffers from an infectious or contagious disease, the Superintendent promptly shall investigate or cause to be undertaken an investigation thereof. The suspected teacher may be required to submit to a medical examination deemed appropriate by the Superintendent to aid in implementation of this policy. Until such medical examination and evaluation and a determination under 1.2 above have been made, the teacher shall be removed from the school setting. Any person

who believes that teacher suffers from an infectious or contagious disease. Shall so inform the Superintendent.

.1.5 Benefits Available Upon Termination

If the employment of a teacher suffering from an infectious or contagious disease is discontinued, the teacher shall be entitled to use any available leave and receive any available disability benefits.

.1.6 Privacy Rights

The Board respects the right to privacy of any teacher who suffers from an infectious or contagious disease or condition. The medical condition of the teacher should be disclosed only to the extent necessary to minimize the health and safety risks to the teacher and others, or as may be required by law. The number of personnel aware of the teacher's condition will be kept at the minimum needed to detect situations in which the potential for transmission may increase. Persons deemed to have a direct need to know will be provided with appropriate information, provided such person shall not further disclose such information.

.1.7 Duty to Report

Pursuant to KSA 65-118, any teacher of the district who knows or has information indicating that a district student, employee, or other individual that interacts with district students or teachers is suffering from or has died from an infectious or contagious disease other than Acquired Immune Deficiency Syndrome (AIDS) shall report such information to the Superintendent who shall inform the City-County health officer. Pursuant to K.S.A. 65-128, for purposes of this reporting requirement, AIDS shall not constitute an infectious or contagious disease.

Information required to be reported under this policy shall be confidential and shall not be disclosed or made public except as specified in KSA 65-118.

.1.8 Final Decision by Board

In each case the Board shall reserve the right to make a final decision regarding the status of an employee suffering from an infectious or contagious disease. Prior to making such decision, the teacher and other interested persons may present such additional evidence or information to the Board as is deemed appropriate.

.1.9 Other Procedures

This policy shall not limit any other actions which may be taken or which are required to be taken under Board policy or applicable law, rule or regulation relative to infectious or contagious diseases or any other health or safety risk.