8-1-1981

Sedgwick County, Kansas Unified School District
259 Board of Education and NEA-Wichita,
National Education Association (1981)

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Sedgwick County, Kansas Unified School District 259 Board of Education and NEA-Wichita, National Education Association (1981)

Location
Wichita, KS

Effective Date
8-1-1981

Expiration Date
7-31-1983

Number of Workers
2959

Employer
Board of Education of Unified School District 259, Sedgwick County, Kansas

Union
NEA-Wichita

NAICS
61

Sector
Local government

Item ID
6178-008b188f004_02

Keywords
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Comments
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AGREEMENT

Wichita Board of Education
unified school district 259
between

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

and

NEA-Wichita

August 1, 1981 through July 31, 1983
WICHITA BOARD OF EDUCATION
1981-1982
Ms. Jo Brown             Mr. Sheldon J. Kamen
Ms. Joyce Focht           Kenneth R. Kimbell, DVM
Mr. Jack Jones            Mr. Paul Lueker
Ms. JoAnn Pottorff

SUPERINTENDENT OF SCHOOLS
Dr. Alvin E. Morris

BOARD OF EDUCATION NEGOTIATING TEAM
Mr. William H. Dye
Attorney
Ms. Joyce Focht
Board Resource Person
Dr. David S. McElhinney
Director, Secondary Education
Dr. C. Lindel Silvertooth
Principal, Ingalls Elementary School
Ms. M. Jane Ware
Principal, Wichita High School
Metro Boulevard/Meridian
Mr. Robert D. Wright
Director, Employment Relations
Chief Negotiator

NEA-WICHITA EXECUTIVE COMMITTEE
1980-1981
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Rosalie Sanderson, Vice President
Beverly Fowler, Recording Secretary
Barbara Snarenberger, Treasurer
Patricia Schroeder, Assistant Treasurer
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Wilma Riggs, Immediate Past Treasurer

Gary Gore                     Marge Patterson
Delvin McGilbray             Susan Pinkham
Brenda Moore                Arnold Schnieders
Paul Spacil

NEA-WICHITA NEGOTIATING TEAM
Jan Corzatt                  George Small
Bobbie Harms                 Jill Smith
Ed Jones                     Eva Murphy
Ward Symons, Co-spokesperson
Janice Bailey, Co-spokesperson

Wichita Public Schools
Unified School District 259
428 South Broadway
Wichita, Kansas 67202
# TEACHERS EMPLOYMENT AGREEMENT

## Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I: PREAMBLE</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Section A</td>
<td>General Definitions</td>
<td>1</td>
</tr>
<tr>
<td>Article II: GENERAL</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Recognition</td>
<td>3</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>Management Rights</td>
<td>3</td>
</tr>
<tr>
<td>Article C</td>
<td></td>
<td>Savings Clause</td>
<td>3</td>
</tr>
<tr>
<td>Article D</td>
<td></td>
<td>Nondiscrimination</td>
<td>4</td>
</tr>
<tr>
<td>Article E</td>
<td></td>
<td>Closure Clause</td>
<td>4</td>
</tr>
<tr>
<td>Article II: PROFESSIONAL YEAR</td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Professional Year for Teachers</td>
<td>4</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>School Calendar</td>
<td>5</td>
</tr>
<tr>
<td>Article III: PROFESSIONAL DAY</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Introduction</td>
<td>5</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>Elements of the Day, Classroom Teachers</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Section C</td>
<td>Elements of the Day, Other Teachers</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Section D</td>
<td>Exclusions from the Day</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Section E</td>
<td>Appeal</td>
<td>7</td>
</tr>
<tr>
<td>Article IV: TEACHER COMPENSATION</td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Definition and Placement</td>
<td>7</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>Salary Schedule</td>
<td>11</td>
</tr>
<tr>
<td>Article C</td>
<td></td>
<td>Method of Payment</td>
<td>12</td>
</tr>
<tr>
<td>Article D</td>
<td></td>
<td>Supplemental Salary</td>
<td>13</td>
</tr>
<tr>
<td>Article E</td>
<td></td>
<td>Overload Teaching</td>
<td>16</td>
</tr>
<tr>
<td>Article F</td>
<td></td>
<td>Contract Addendum</td>
<td>17</td>
</tr>
<tr>
<td>Article G</td>
<td></td>
<td>Health Occupations</td>
<td>17</td>
</tr>
<tr>
<td>Article H</td>
<td></td>
<td>Pay for Staffings</td>
<td>17</td>
</tr>
<tr>
<td>Article V: PAYROLL DEDUCTIONS</td>
<td></td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Payroll Deductions</td>
<td>18</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>Continuing Membership</td>
<td>18</td>
</tr>
<tr>
<td>Article VI: TEACHER PROTECTION</td>
<td></td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Working Conditions</td>
<td>18</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>Action Against Teacher</td>
<td>18</td>
</tr>
<tr>
<td>Article C</td>
<td></td>
<td>Meeting or Hearing</td>
<td>19</td>
</tr>
<tr>
<td>Article D</td>
<td></td>
<td>Solicitation</td>
<td>19</td>
</tr>
<tr>
<td>Article E</td>
<td></td>
<td>Assault and/or Battery</td>
<td>20</td>
</tr>
<tr>
<td>Article F</td>
<td></td>
<td>Communications During Disturbance</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Section G</td>
<td>Legal Action</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Section H</td>
<td>Compliance</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Section I</td>
<td>Property Damage</td>
<td>20</td>
</tr>
<tr>
<td>Article VII: PUPIL CONTROL</td>
<td></td>
<td></td>
<td>21</td>
</tr>
<tr>
<td>Article A</td>
<td></td>
<td>Classroom</td>
<td>21</td>
</tr>
<tr>
<td>Article B</td>
<td></td>
<td>Corporal Punishment, Suspension, Expulsion</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Section C</td>
<td>Physical Force</td>
<td>22</td>
</tr>
</tbody>
</table>
ARTICLE IX: TEACHER BENEFITS ........................................22
Section A Personal Injury Benefits ........................................22
Section B State Retirement Participation ................................23
Section C Disability Income Protection ................................23
Section D General Liability Insurance ..................................23
Section E Life Insurance ..................................................24
Section F Variable Selection Benefits ..................................24
Section G Severance Payment .............................................25
Section H Annuity Plan ....................................................25
Section I Mileage Allowance ..............................................25

ARTICLE X: LEAVES .................................................26
Section A Temporary Leaves ..................................................26
Section B Extended Leaves ..................................................29
Section C Sabbatical Leaves ..................................................31

ARTICLE XI: SUPERVISION OF STUDENT TEACHERS .................34
Section A Procedures ..........................................................34

ARTICLE XII: SUBSTITUTE ASSIGNMENT ..............................34
Section A Absence of Teacher ..............................................34
Section B Teacher as Substitute Teacher .................................34
Section C Remuneration .....................................................35

ARTICLE XIII: TEACHER USE OF FACILITIES .......................35
Section A Buildings .........................................................35
Section B Equipment ..........................................................35
Section C Announcements ...................................................35
Section D Procedures ..........................................................36
Section E Posting Materials ...............................................36

ARTICLE XIV: NONINSTRUCTIONAL RESPONSIBILITY ..................36
Section A Nonteaching Services ..........................................36

ARTICLE XV: PROFESSIONAL RIGHTS AND RESPONSIBILITIES ......36
Section A General ............................................................36
Section B Rights and Responsibilities .....................................37
Section C Nondelegable Board Power ....................................38

ARTICLE XVI: ACADEMIC FREEDOM ..................................38
Section A The Principle of Academic Freedom ..........................38
Section B Instructional Materials .........................................39
Section C Outside Speakers ...............................................39
Section D Professional Review ............................................40
Section E Nondelegable Board Power ....................................40

ARTICLE XVII: TEACHER FILES .......................................40
Section A Teacher Files ....................................................40

ARTICLE XVIII: TEACHER EVALUATION ................................41
Section A General ............................................................41

ARTICLE XIX: SCHOOL BUILDING COMMITTEE ......................42
Section A Purpose ............................................................42
Section B Organization .......................................................43
Section C Bylaws ..............................................................44
Section D General Rules .....................................................44
This master agreement sets forth herein terms and conditions of professional service for all employees employed by Unified School District 259 who are included in the bargaining unit as defined in the General Article of this agreement, and shall remain in full force and effect beginning August 1, 1981, and ending July 31, 1983.

ARTICLE I: DEFINITIONS

Section A: General Definitions


4. Association: NEA-Wichita, affiliated with the Kansas-National Education Association and the National Education Association.

5. Teacher: Any employee who is a member of the bargaining unit as defined in the General Article of this agreement. Nothing in this agreement shall be construed as conferring upon any non-certificated employee any right or privilege afforded certificated employees under state statutes.

6. Classroom Teacher: A teacher whose major professional responsibility is the instruction of pupils and with whom pupils are based for pupil accounting purposes.

7. Immediate Family: Spouse, child, in-law of these, in-law, grandchild, parent, grandparent, sibling, and any person having been regularly living in the household.

8. Immediate Supervisor: The immediate supervisor of a teacher is the building principal unless otherwise designated by the teacher's job description.

9. Grievance: Any alleged violation or misapplication of any Board policy, any administrative implemental procedure, rule or regulation, or of this agreement.
10. *Aggrieved Person or Grievant:* The person or persons as individuals or the Association asserting a grievance.

11. *School Building Committee:* The committee formed at each school attendance center as set forth in the School Building Committee Article.


13. *Base Contract:* The teacher's basic contract for assigned services and for a designated number of contract days, and which contract incorporates the terms of this agreement.

14. *Contract Addendum:* A teacher's contract(s) for assigned services for contract days in an assignment which is an extension of the duties assigned under the teacher's base contract.

15. *Supplemental Contract:* A teacher's contract(s) for assigned and accepted services during hours that are in addition to those paid for in the teacher's base contract or in contract addendum(s).

16. *School in Session or School Day:* Those hours during which students are regularly required to attend classes.

17. *Contract Year:* That fiscal year during which a complete set of contract days are normally worked, usually falling between August 1 and July 31.

18. *School Year:* That period of time when school is in session as set forth in the school calendar adopted by the Board.

19. *Professional Year:* The number of contract days annually for which a teacher is paid and their placement on the school calendar.

20. *Contract Days:* Those days during a professional year on which assignments can be made and for which a teacher is paid to work.

21. *Daily Rate:* One, divided by the number of days in the teacher's annual base contract, times his/her base contract salary.

22. *Nonteaching Professional Days:* Those contract days for assigned services during which school is not in session.

23. *Nonworking Days:* Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.

24. *Administrator:* Any person employed by the Board in an administrative capacity who is
fulfilling duties for which an administrator’s certificate is required.

ARTICLE II: GENERAL

Section A: Recognition

Paragraph 1: The Board of Education recognizes the NEA-Wichita, affiliated with the Kansas-National Education Association and the National Education Association, for the purposes of professional negotiations under K.S.A. 72-5413, et seq. as the exclusive representative for the teachers unit of the professional employees.

Paragraph 2: The bargaining unit shall be defined as those employees of the Board of Education in positions which require a certificate issued by the state Board of Education or employed in a professional educational or instructional capacity by the Board of Education, including nurses and social workers, but shall not mean any such person who is an administrative employee.

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

Section B: Management Rights

Paragraph 1: The Association acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and that except as expressly provided otherwise by this agreement or by law, the final adoption of school policy, the administration and operation of the schools, and the direction of the employees are vested exclusively in the Board and the administrative staff. Nothing herein shall be construed to limit the statutory power and duty of the Board to make, amend, or execute decisions and policies that are necessary to operate and maintain the teaching program and schools and to otherwise carry out its lawful rights and responsibilities. Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent.

Section C: Savings Clause

Paragraph 1: Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect.
Paragraph 2: Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein. The Board shall not amend this agreement, nor make nor execute decisions or policies which violate this agreement.

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

Section E: Closure Clause
Paragraph 1: Both the Board and the Association acknowledge that all mandatory subjects of negotiations have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement except by mutual consent.

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

ARTICLE III: PROFESSIONAL YEAR
Section A: Professional Year for Teachers
Paragraph 1: Contract Days
The basic contract days for teachers for each contract year, exclusive of those in supplemental or contract addendums, shall be 184 days, consisting of teaching days and non-teaching professional days as determined by the Board. Such contract days shall be scheduled on weekdays, Monday through Friday, between the first and last workday of each contract year.

Paragraph 2: New Teacher Orientation
The administration may schedule a program for the purpose of orienting newly employed teachers. Any teacher who is required to attend for one or more days shall receive a contract addendum for such days. If such a program is scheduled, an opportunity shall be given to the Association to present items of mutual interest
to new teachers. Attendance of teachers at the Association's presentation shall be optional.

Paragraph 3: Workshop Inservice Training Day
During each contract year, all schools shall be guaranteed at least one day between October 1 and March 15 on any Monday through Friday for the purpose of a workshop or inservice training. The Superintendent shall schedule a day or days to be taken, but each school shall be entitled to submit recommendations to him/her. Individual schools or groups within a school may apply, through the principal, to the Deputy Superintendent for additional inservice time. These requests will be reviewed and may or may not be granted on an individual basis.

Section B: School Calendar

Paragraph 1: The school calendar adopted by the Board for the 1981-1982 school year is set forth herein as Appendix A.

ARTICLE IV: PROFESSIONAL DAY

Section A: Introduction

Paragraph 1: In meeting his/her professional responsibilities, a teacher is required to respond to many and varied demands upon his/her time. The Board recognizes, however, that certain demands may not be within a teacher's professional responsibilities and may, therefore, infringe upon the teacher's personal pursuits. The Board further recognizes not only the desirability of but also the difficulty of defining a teacher's day in such a fashion that all the rights and responsibilities of all persons are clearly set forth.

Section B: Elements of the Day, Classroom Teachers

The professional day for classroom teachers shall consist only of:

Paragraph 1: The presence of the teacher during those hours when the teacher has an assigned responsibility with pupils while school is in session; provided that each secondary teacher shall have at least one period daily for conferences and preparations, and that each elementary teacher shall have a planning period combined with a duty-free lunch period. The combined periods referred to above for an elementary teacher shall total approximately one hour. In addition, elementary teachers shall have the planning time accruing through the normal scheduling practice of an elementary school. Every reasonable effort shall be made to equalize and to maximize the time available.
Teachers must notify the building principal or designee when they are to be out of the building during any time school is in session.

**Paragraph 2**: The necessary time for complete and adequate preparation by the teacher to carry out his/her responsibility to his/her pupils and for necessary administrative work related to his/her assignment.

**Paragraph 3**: Individual conferences between teacher and administrator at reasonable times, and staff meetings when necessary.

**Paragraph 4**: Pupil and parent conferences when necessary including reasonable requests from a pupil or a parent.

**Paragraph 5**: Necessary supervision of pupils in and around the school building for a reasonable period of time before and after the school day. Such period of time shall be considered by the School Building Committee and its recommendation shall be given full consideration by the principal when making his/her determination.

**Section C: Elements of the Day, Other Teachers**

The professional day for teachers other than classroom teachers shall consist only of:

**Paragraph 1**: The presence of the teacher during those times while school is in session while the teacher has assigned school-related responsibility.

**Paragraph 2**: The time before or after the regular school day required to carry out adequately an assignment. The determination of the teacher's daily time schedule shall be made by the individual teacher, but shall be approved by his/her immediate supervisor. Such approval shall not be unreasonably withheld.

**Paragraph 3**: Other time which might normally be required to carry out necessary and normal job requirements.

**Section D: Exclusions from the Day**

The Board recognizes hereby:

**Paragraph 1**: That all teachers shall have an approximate 30-minute lunch period free of assigned responsibility;

**Paragraph 2**: That attendance at evening meetings, while such may be desirable and encouraged, shall not be required for classroom teachers, except as set forth in the School Building Committee Article;

**Paragraph 3**: That regular duties assigned in addition to the responsibilities set forth should be compensated and set forth in a Supplemental Salary Schedule, and once compensation is so
set, accepted and added to a Supplemental Salary Schedule as set forth in the Teacher Compensation Article, such duties shall be fully performed in a professional manner;

Paragraph 4: That while participation in extra activities and time commitments may be encouraged by the Board or administration, the same will be voluntary in nature unless required by the responsibilities as set forth in Sections B and C above, or unless required by the Supplemental Salary Section of the Teacher Compensation Article;

Paragraph 5: That library media specialists shall not be required to supervise study halls while carrying out their regular assignments as library media specialists.

Section E: Appeal

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

ARTICLE V: TEACHER COMPENSATION

Section A: Definition and Placement

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

Paragraph 2: The final judgment concerning the initial placement of any teacher on the salary schedule shall be determined by the Personnel Services Division. Such judgments are to be consistent with Sections A and B of this Article.

Paragraph 3: General Provisions

(a) Each teacher shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience entitle him/her. All salary placements are subject to verification of experience and training and shall be adjusted either upward or downward for each school year to the level for which the teacher proves his/her entitlement on or before September 15 of each year. Experienced teachers beginning their employment after September 15 of a school year shall be placed on the track and step for which they qualified as of September 15 of that school year.
Inexperienced teachers beginning their employment after September 15 of a school year shall be placed on Step 1 of the B.A. Track or on Step 1 of the track for which they qualified as of September 15 of that school year, whichever is higher. Teachers employed full time for one full semester of a school year shall be given credit for one year of experience. One full semester of full-time teaching experience obtained in each of two different years or school systems shall be combined and counted as one year of experience with adjustment in step placement made accordingly.

(b) The teacher qualifies for one (1) higher step for each year of teaching experience under a contract with Unified School District 259, and for each year of extended or sabbatical leave when such leave is expressly to be so counted in Article X: Leaves. No teacher will move more than one step in any year.

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

Paragraph 4: Placement on Teachers Salary Schedule

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

(b) Step
At the time of employment, each teacher shall be placed on the highest numbered step for which he/she qualifies. Full credit will be given for each year of teaching experience obtained in an accredited school system. Other relevant teaching experience may result in higher initial step placement as determined by the Superintendent. In no event will the teacher be granted more than twelve (12) years of qualified experience nor be placed higher than Step 9.

(c) Nondegree Vocationally-Certificated Teachers
At the time of employment, nondegree vocationally-certificated teachers in the WAVTS programs with five (5) years of qualified occupational experience shall be placed on Step 1 of the B.A. Track of the Teachers Salary Schedule. The teacher shall be given credit for additional years of qualified occupational experience, not to exceed four (4) years. The determination as to whether occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division. Such nondegree teachers shall be ineligible for movement to any other track. Any additional salary improvement beyond the top step of the B.A. Track shall be in accordance with an individualized professional growth plan recommended by the Vocational Professional Growth Committee, three (3) members of which will be appointed by the Superintendent. The nondegree vocationally-certificated teachers shall collectively appoint one member to the committee and the Association shall appoint one member to the committee. Any such plan and salary improvement must be approved in accordance with regular administrative procedures.
(d) **Degree Vocationally-Certificated Teachers**

At the time of employment, degree vocationally-certificated teachers in the WAVTS programs with two years of qualified occupational experience shall be placed on Step 1 of the B.A. Track of the Teachers Salary Schedule. The teacher shall be given credit for additional years of qualified occupational experience, not to exceed four (4) years. The determination as to whether occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division.

(e) **Teachers in Technical Programs**

Normally, teachers of technical courses in the WAVTS shall be employed in accordance with the salary provisions of other teachers. However, in unusual circumstances, the Superintendent may authorize the employment of a teacher in a technical WAVTS program at an agreed upon salary.

(f) **Social Workers**

At the time of employment, full credit for specialized social work in a school program shall be given. One-half (½) credit for other social work experience shall be given not to exceed four (4) years of additional credit. In no event shall a social worker be placed higher than Step 9. For purposes of advancing to a higher track, graduate work undertaken must be approved by the appropriate supervisor and the Personnel Services Division. Such approval will not be withheld arbitrarily. Social workers who have earned a Master of Social Work degree which required a minimum of sixty (60) graduate semester hours (or their equivalent in quarter hours or third hours) and who are state certificated as a school social worker shall qualify for placement on the MA + 30 track of the Teachers Salary Schedule.

(g) **Health Services**

At the time of employment, full credit for registered professional nursing experience in a school program shall be given. One-half (½) credit for other registered professional nursing experience shall be given not to exceed four (4) years of additional credit. In no event shall a school nurse be placed higher than Step 9. Non-degree nurses shall be placed on the B.A. Track of the Teachers Salary Schedule and shall be ineligible for movement to any other track.

(h) **School Psychologists**

At the time of employment, full credit for specialized work as a psychologist in a school
program shall be given. One-half (1/2) credit for other work as a psychologist shall be given not to exceed four (4) years of additional credit. In no event shall a school psychologist be placed higher than Step 9. School psychologists who have earned a Master of School Psychology degree which required a minimum of sixty (60) graduate semester hours (or their equivalent in quarter hours or third hours) and who are state certificated as a school psychologist shall qualify for placement on the MA + 30 track of the Teachers Salary Schedule.

Section B: Salary Schedule

Paragraph 1: Teachers Salary Schedule

<table>
<thead>
<tr>
<th>Years of Experience</th>
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1981-1982
Paragraph 2: Teachers Salary Schedule, 1982-1983

The 1982-1983 Teachers Salary Schedule shall be computed based upon the 1981-1982 Teachers Salary Schedule and the following formula: For each 1 percent (1%) that the Board’s budgetary authority is permitted to increase under the School District Equalization Act (K.S.A. 72-7030 et seq.) for the fiscal year beginning July 1, 1982, the salary amount specified by Step 1, Bachelor Track ($12,300) shall be increased by $120. Every other amount specified by the 1981-1982 Teachers Salary Schedule shall be changed to bear the same percentage relationship to the new amount specified by Step 1, Bachelor Track as such other amount does on the 1981-1982 Teachers Salary Schedule. The leftmost column, entitled “Years of Experience,” shall be revised to: 0, 1, 2, 3, 4, 5, 6-7, 8-9, 10+. The supplemental salary schedules in Paragraphs 4 and 10 of Section D shall be changed in accordance with Paragraph 5 of Section D.

Paragraph 3: In the event that the School District Equalization Act (K.S.A. 72-7030 et seq.) does not set a specific budgetary authority for the school district for the fiscal year beginning July 1, 1982, then the parties shall negotiate a 1982-1983 Teachers Salary Schedule which, as closely as possible, is consistent with the intent of the parties as set forth in Paragraph 2 above.

Section C: Method of Payment

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

Paragraph 2: So long as the law requires and notwithstanding the provisions of Paragraph 1 of this Section, any teacher to whom the continuing contract law applies, after completion of all his/her contractual obligations, shall be paid no later than the last working day in June, the balance of his/her contractual compensation in one payment upon his/her request therefor. Said request shall be in writing and filed with the Business Services Division no later than April 1 of the school year in and for which the request is first made. Such request shall remain in effect until revoked in writing by the teacher.

Paragraph 3: A fractional part of a year’s service shall be paid on the basis that the number of contract days worked bears to the total
number of contract days in the contract year.

**Paragraph 4:** The base contract salary shall be prorated for any teacher who teaches less than full-time.

**Section D: Supplemental Salary**

**Paragraph 1: Definition**
The term "supplemental salary" shall refer to payment for the assigned and accepted services under a supplemental contract as set forth in Paragraphs 4 and 10 of this Section.

**Paragraph 2:** All assignments in the Supplemental Salary Schedules are for a single year with subsequent reassignments made on the basis of the recommendation of the building administrator. An authorized Personnel Action Request form specifying salary shall be offered to the teacher prior to the time that the teacher begins to perform the responsibilities called for by the supplemental assignment. Notification of intent to rehire for the next contract year shall be made, where reasonably possible, no later than May 15 of the current contract year. Consideration shall be given to the teacher presently holding the position. Supplemental contracts shall be issued as soon as possible after Board approval.

**Paragraph 3:** In the event of additional activities or positions being created either because of school program innovation, student interest, or by administrative decision, such positions shall be added to the Supplemental Salary Schedule and placement determined by the Superintendent or his/her designee and the Association shall be notified of such action.

**Paragraph 4: Supplemental Salary Schedule**

**Level A:** $431 [.035]
- Intramurals (Per Season) — Junior or Senior High
- Pompon Sponsor — Junior High
- Newspaper Head Sponsor — Junior High
- Class Head Sponsor — Senior High (Jr., Sr.)
- Pep Club Head Sponsor — Junior High
- Cheerleader Head Sponsor — Junior High
- Department Coordinator, 3 — Junior High
- Area Music Coordinator — Elementary
- Special Activities

**Level B:** $677 [.055]
- Student Council Head Sponsor — Junior or Senior High
- Yearbook Head Sponsor — Junior High
- Pep Club Head Sponsor — Senior High
- Safety Patrol Sponsor — Elementary
- Bus Supervisor
Instrumental Music Activities Director — Junior High
Vocal Music Activities Director — Junior High
Department Coordinator, 4-5 — Junior High
In-School Suspension Supervisor — Junior High
Special Activities

Level C: $923 [.075]
Forensic Coach — Senior High
Cheerleader Head Sponsor — Senior High
Pompon Head Sponsor — Senior High
Newspaper Head Sponsor — Senior High
Department Coordinator, 6 and above — Junior High
Social Worker Supervisor, 3 and above
Special Activities

Level D: $1,169 [.095]
Noon Activity Supervisor — Senior High
Activity Bus Supervisor
Debate Coach — Senior High
Drama Activities Director — Senior High
Vocal Music Activities Director — Senior High
Yearbook Head Sponsor — Senior High
Department Coordinator, 3-6 — Senior High
Special Activities

Level E: $1,415 [.115]
Lunchroom Supervisor
Instrumental Music Activities Director — Senior High
Special Activities

Level F: $1,660 [.135]
Department Coordinator, 7-15 — Senior High

Level G: $2,153 [.175]
Department Coordinator, 16 and above — Senior High

Paragraph 5: The index figures specified in the Supplemental Salary Schedule in Paragraph 4 shall be based on Step 1, Bachelor Track of the Teachers Salary Schedule. The dollar amounts for each supplemental salary in Paragraph 10 shall change by the same percent as the percentage change in Step 1, Bachelor Track of the Teachers Salary Schedule.

Paragraph 6: Department Coordinator
Each teacher appointed as a department coordinator shall hold an earned master’s degree in a subject area of the department field and shall have been employed two or more consecutive years as a teacher in USD 259. Exceptions may be made upon written recommendation of the principal and approval of the Director of the Personnel Services Division. Department members may make a recommen-
dation to the principal with regard to the selec-
tion of the department coordinator. Head li-
brary media specialists at the senior high level
are considered Senior High Department Coor-
dinators at Level D. No subject matter area
which has fewer than three teachers shall be
considered a department. At the discretion of
the administration, subject areas may be com-
bined into more general classifications to allow
the formation of a department. (e.g. French
and Latin into a foreign language depart-
ment) To determine the number of teachers
in a department, the number of sections taught
in that department shall be divided by five.
Any remaining major fraction of a teacher (i.e.
3/5 or 4/5) shall be counted as one. The
service of teachers in study hall or other nonin-
structional duties shall not be counted as a sec-
tion in determining the number of teachers in
a department.

Paragraph 7: Coordination Work Periods
(a) Junior High and Senior High Department Co-
ordinators with 9-17 teachers in the depart-
ment shall be assigned one (1) coordination
work period per day.
(b) Junior High and Senior High Department Co-
ordinators with 18 or more teachers in the
department shall be assigned two (2) coordina-
tion work periods per day.
(c) In each case cited in this paragraph, the coor-
dination work period(s) is in lieu of a teaching
work period(s).
(d) The coordination work period(s) is for the
purpose of coordinating the activities of the
department.
(e) With approval of the building principal, a de-
partment coordinator may be provided with a
substitute teacher to release the department
coordinator from teaching responsibility in
order that the department coordinator may
fulfill responsibilities not possible to ac-
complish during coordination work periods.

Paragraph 8: Supplemental assignments shall be
on a voluntary basis with no teacher being
required to accept any such assignment except
that:
(a) Physical education teachers may be required
to accept coaching assignments for up to two
(2) seasons.
(b) Secondary music teachers may be required to
accept assignment as a Music Activities Direc-
tor.
(c) Secondary journalism teachers may be re-
quired to accept assignment as a Newspaper
and/or Yearbook Head Sponsor.
(d) Secondary speech teachers may be required to accept assignment as a Forensics and/or Debate Coach.

(e) Secondary drama teachers may be required to accept assignment as a Drama Activities Director.

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

**Paragraph 10: Supplemental Salary Schedule for Coaches and Athletic Coordinators**

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<th>Assistant</th>
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<td>Football</td>
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<td>491</td>
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<td>Volleyball</td>
<td>684</td>
<td>412</td>
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| Athletic Coordinators | $2,950 |

**Paragraph 11:** The supplemental salary amounts specified by Paragraphs 4 and 10 above shall be prorated for any teacher who performs less than the full supplemental assignment.

**Section E: Overload Teaching**

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

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

**Paragraph 3:** When a teacher accepts an overload assignment, he/she shall receive an additional 1/5 of his/her daily rate per day for the length
of that assignment. Under no circumstances shall a teacher be assigned to more than one (1) overload class.

Section F: Contract Addendum

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

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

Paragraph 3: Whenever possible, a contract addendum shall be offered to the teacher at the same time as the base contract.

Paragraph 4: Teachers may be offered contract addendums. Such addendums will be offered at the discretion of and for the period of time determined by the administration. An attempt shall be made to reach mutual agreement between the teacher and the administration on the specific dates to be worked under the contract addendum.

Section G: Health Occupations

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

Section H: Pay for Staffings

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

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

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

Section A: Payroll Deductions

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

(a) Donations to the Friendship Fund
(b) Payments to the Credit Union of America
(c) Association Package Plan
(d) Health Insurance Premiums

Paragraph 2: The Board shall remit to the Association within ten (10) school days all funds deducted for Association dues.

Section B: Continuing Membership

Paragraph 1: The Board will continue a resolution providing for deduction for Association dues from compensation paid teachers upon receipt of written authorization from the teacher if authorization forms have been approved by the Business Services Division. The authorization form will include a provision that a member may terminate the dues deduction authorization only by notifying the Association in writing by August 10 each year, and unless terminated, the authorization will continue in effect from year to year.

Paragraph 2: The Association shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any action taken or not taken by the Board for the purposes of complying with the provision of Paragraph 1 or the authorization form.

ARTICLE VII: TEACHER PROTECTION

Section A: Working Conditions

Paragraph 1: The Board agrees to strive continually to provide working conditions free of hazards which would endanger the health, safety or well-being of teachers.

Section B: Action Against Teacher

Paragraph 1: No teacher shall be disciplined without just cause. However, no teacher in his/her first two (2) years of continuous employment may grieve any nonrenewal of his/her contract. No disciplinary action shall be taken.
against any teacher on the basis of a complaint by a parent or a student before a conference is held between the teacher and the supervisor contemplating the action.

**Paragraph 2:** A teacher may be suspended by the Superintendent without pay for just cause for up to five (5) contract days. A suspension without pay for more than five (5) contract days may be made only after official Board action.

**Paragraph 3:** The exercise of his/her rights in this Article by a teacher shall not prejudice any action that the Board might otherwise take regarding his/her employment status.

**Paragraph 4:** Teachers who are not covered by K.S.A. 72-5438 to 72-5443 inclusive, because of the definition of teacher in K.S.A. 72-5436, shall be covered by those statutes notwithstanding that definition.

**Section C: Meeting or Hearing**

**Paragraph 1:** Whenever a teacher is required to meet with a building level administrator for the purpose of disciplining the teacher, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy.

**Paragraph 2:** A teacher shall be given at least twelve (12) hours’ notice and the reasons for a meeting or hearing where the teacher is required to appear before central office line administration or administration in the Personnel Services Division concerning disciplinary matters. The teacher may be accompanied by a representative of the Association or another interested third party who may advise the teacher but not participate actively in the meeting or hearing. Following such meeting, a written summary of the conference and/or the findings shall be provided the teacher.

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

**Paragraph 4:** A teacher may be represented by legal counsel at any time.

**Section D: Solicitation**

**Paragraph 1:** Every reasonable means shall be used to discourage students, parents, and organizations from soliciting teachers during the school day. This provision shall not be construed to prohibit contacts by teacher organizations or educationally related businesses.
Section E: Assault and/or Battery
Paragraph 1: A teacher shall report as soon as feasible in writing to his/her immediate supervisor all cases of assault and/or battery suffered by him/her in connection with his/her employment.

Paragraph 2: Such report shall be forwarded as soon as feasible to the Superintendent by the immediate supervisor.

Paragraph 3: The Board and the Superintendent will provide reasonable cooperation by providing any information in their possession which will aid a teacher in preparing a defense to any threatened charge by a third party.

Paragraph 4: In any case in which a teacher is involved in legal action as a result of following Board or administrative policy, such action shall be immediately reported to the Board. Should the teacher request assistance in the preparation of his/her defense and/or prosecution, the Board will provide such assistance pursuant to law and Board policy.

Section F: Communications During Disturbance
Paragraph 1: A reasonable effort will be made to keep teachers informed in anticipation of, during, and after disturbances within a building.

Section G: Legal Action
Paragraph 1: Nothing in this Article shall be construed as limiting the right of any teacher to take any legal action he/she deems desirable.

Section H: Compliance
Paragraph 1: Teachers shall not be required or compelled to take action or refrain from taking action when to do such would cause them physical harm or to be in violation of law or Board policy.

Section I: Property Damage
Paragraph 1: When arising out of and in the course of his/her employment, a teacher’s clothing or personal effects worn by the teacher are damaged or destroyed as a result of a physical attack or willful malice, and when the teacher has used reasonable judgment, the Board shall reimburse the teacher for the cost of the repair or reasonable value thereof in an amount not to exceed $400.

Paragraph 2: When arising out of and in the course of his/her employment a teacher’s personal property, brought to the classroom setting as a teaching aid for the curriculum being taught, is damaged or destroyed as a result of willful malice, and when the teacher has used
reasonable judgment, the Board shall reimburse
the teacher for the cost of the repair or
reasonable value thereof, whichever is less, in
an amount not to exceed $400 per each occur-
rence.

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

ARTICLE VIII: PUPIL CONTROL

Section A: Classroom

Paragraph 1: General
The individual classroom teacher shall assume
the major responsibility for classroom control
and discipline, and his/her judgment in this
regard will be relied on in the general course.
The Board hereby recognizes its responsibility
to give support and assistance to teachers in
this endeavor and its policies will continue to re-
fect its position in this regard.

Paragraph 2: Pupil Misbehavior
When, in the judgment of a teacher, parents
should be informed of a pupil's misbehavior,
the teacher should notify the building principal
and contact the parents unless the principal
assumes the responsibility to do so. Parent
conferences with teachers and/or principals
should be scheduled and/or other appropriate
disciplinary action taken.

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

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

**Paragraph 5: Readmittance of Pupil to Classroom**

Unless there is mutual agreement between the teacher and the principal:

(a) The elementary pupil shall not be readmitted during the half day in which the pupil was removed.

(b) The secondary pupil shall not be readmitted into any class instructed by the teacher who removed the pupil during the half day in which the pupil was removed.

(c) However, the principal may readmit a pupil to the teacher's classroom sooner than provided above by notifying the teacher in writing including reasons for such action.

**Section B: Corporal Punishment, Suspension, Expulsion**

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

**Section C: Physical Force**

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

**ARTICLE IX: TEACHER BENEFITS**

**Section A: Personal Injury Benefits**

**Paragraph 1: Worker's Compensation**

The Board shall continue under the Kansas Worker's Compensation Law to provide worker's compensation coverage for all teachers. For any day that a teacher receives compensation for total disability under the Worker's Compensation Law for compensable illness or accident arising out of or in the course of his/her employment, the teacher's payment for temporary leave shall be reduced by 100 percent of the amount of the worker's compensation total disability payment received by that teacher.

**Paragraph 2: Other Injury Benefits**

Whenever a teacher is absent as a result of personal injury caused by battery arising out of or in the course of his/her employment, and when investigation by the administration indicates that he/she has used reasonable judgment, he/she shall be paid his/her full salary for a period of up to one hundred eighty (180) calendar days, less any worker's compen-
sation disability payments as provided above, without having such absence charged to his/her accumulated temporary leave. In cases where a teacher loses time as a result of his/her following Board or administrative policy, at its discretion, the Board may excuse such absence without loss of pay or temporary leave.

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

Section C: Disability Income Protection
Paragraph 1: The Board shall provide disability income protection coverage which, in substance, ensures that teachers shall be compensated in accordance with terms, conditions, and exclusions of such coverage for hereinafter specified periods of total disability resulting from occupational or non-occupational illness or injury at a rate of 66 2/3 percent of the teacher's regular daily rate. The periods of total disability for which payments are to be paid hereunder shall commence on the sixth (6th) contract day following the expiration of the last day of the teacher's accumulated temporary leave days and shall continue to the date which is one hundred eighty (180) calendar days after the date of the commencement of the total disability for which this or any other benefit is being paid. In the event of a single and total disability for a continuous period of thirty (30) days or more from the first day of the disability, the teacher's first five (5) contract days of disability income protection compensation for such disability shall be paid retroactively.

Paragraph 2: The teacher's disability income protection compensation shall be reduced by personal Social Security benefits and any worker's compensation total disability payments as provided above. If subsequent to the commencement of compensation from disability income protection, it is determined that the illness or accident for which compensation has been made arose out of or in the course of the teacher's employment, the teacher's compensation shall revert to worker's compensation disability payments and the teacher's disability income protection compensation shall be reduced by any retroactive payment of worker's compensation total disability payments.

Section D: General Liability Insurance
Paragraph 1: The Board shall provide standard comprehensive general liability coverage with a minimum single liability limit of at least
$300,000. This coverage, in accordance with its definitions and exclusions, will defend and pay on behalf of the insured all sums for which the insured shall become legally obligated to pay within the stated occurrence limits as damages because of bodily injury or property damage. This coverage will include corporal punishment within the definition of damages for bodily injury. The employees of the Board will be included as additional insureds. The Board shall not be obligated beyond any standard liability coverage that is provided or is able reasonably to be purchased in the future.

Section E: Life Insurance
Paragraph 1: The Board shall purchase a group term life insurance policy with individual limits of $20,000 for all teachers employed full time. Teachers employed less than full time shall receive a prorated amount of coverage. Any increase in the individual limits for a teacher shall not be effective until the teacher reports or is able to report for work.

Section F: Variable Selection Benefits
Paragraph 1: Through July 31, 1983, the Board shall provide variable selection benefits consisting of a Board provided group health insurance plan and until January 31, 1982, a Board provided cash option plan, which on February 1, 1982, shall become a Board provided before earnings tax sheltered annuity plan.

Paragraph 2: Effective August 1, 1981, through January 31, 1982, the Board shall contribute $60 per month for each teacher employed full time to the variable selection benefits specified in Paragraph 1 of this Section. Effective February 1, 1982, through July 31, 1983, the Board shall contribute $65 per month for each teacher employed full time toward the Board provided group health insurance plan or $60 per month for each teacher employed full time toward the Board provided before earnings tax sheltered annuity plan. Teachers employed less than full time are eligible for a prorated amount of such Board contribution. No portion of the Board contribution may be applied from one teacher to another teacher nor from one employee group to another.

Paragraph 3: Each teacher shall allocate the Board contribution for which he/she is eligible to the variable selection benefits specified in Paragraph 1 of this Section. Any portion of the Board contribution for which the teacher is eligible but which is not so allocated by the teacher shall be forfeited by the teacher. No teacher shall be permitted to withdraw any
funds from the annuity plan prior to termina-
tion of employment, permanent disability, 
retirement, or death.

**Paragraph 4:** Any teacher who suffers a continuing total disability and who has exhausted his/her accumulated temporary leave shall continue to receive that portion of the Board’s contribution to the Board provided group health insurance plan for a period not to exceed 180 calendar days after the date of the commencement of the total disability provided there is timely receipt of the teacher’s share of the group health insurance premium, if any. Any teacher who suffers a continuing total disability and who has exhausted his/her accumulated temporary leave shall not continue to receive that portion of the Board’s contribution to the Board provided before earnings tax sheltered annuity plan. Once the teacher returns to pay status, the Board’s contribution to the Board provided before earnings tax sheltered annuity plan shall be reinstated.

**Paragraph 5:** All actions and decisions under this Section shall be in accordance with rules and regulations established by the Business Services Division and the rules and regulations of Social Security and the Internal Revenue Service.

**Section G: Severance Payment**

**Paragraph 1:** A teacher who retires or resigns after reaching age fifty-five (55) years or fifteen (15) years in the employ of the Board shall be eligible for a severance payment.

**Paragraph 2:** The amount of the severance payment for which the teacher is eligible shall be computed by multiplying the number of accumulated unused temporary leave days by $15.

**Paragraph 3:** The severance payment shall be made to the eligible teacher by the last pay- roll check the teacher receives and shall be subject to all applicable deductions.

**Paragraph 4:** Any teacher who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.

**Section H: Annuity Plan**

**Paragraph 1:** Teachers shall be eligible to participate in a salary reduction tax-sheltered annuity plan established pursuant to United States Public Law No. 87-370, consistent with regulations established by the Business Services Division.

**Section I: Mileage Allowance**

**Paragraph 1:** Any teacher who has a regular responsibility in his/her base contract and who is
thus required to use his/her own automobile in connection with his/her assignment shall be compensated on a quarterly basis at the rate per mile established by the Secretary of Administration of the State of Kansas which is in effect at the beginning of the fiscal year. No mileage compensation will be payable unless specific agreement therefor with the Business Services Division has been reached in advance of being incurred.

ARTICLE X: LEAVES

Section A: Temporary Leaves

Paragraph 1: Chargeable Temporary Leaves

(a) Each teacher who is under a full time contract for a full professional year shall be granted twelve (12) temporary leave days on the first day that the teacher reports for work in that professional year. Temporary leave days shall be prorated for any teacher who is contracted for less than full time or who begins his/her employment after the beginning of the professional year. A teacher under an addendum contract shall be granted one (1) temporary leave day for each fifteen (15) days of paid addendum computed to the nearest half day. Such additional days shall be added to the teacher's accumulation upon completion of the addendum contract.

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

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

(1) Personal illness, injury, or incapacitation up to the maximum of the number of days the teacher has accumulated. However, no teacher may use temporary leave days for any single such disability beyond 180 calendar days from the first day of the disability. On or before the end of thirty (30) calendar days from the beginning date of the disability and on or before the end of every thirty (30) calendar days thereafter, the teacher and his/her physician shall furnish a statement verifying the disability. A teacher must have returned to work for a minimum of five (5) consecutive contract days for the recurrence of a disability to be considered a new disability.

(2) Illness, injury, or death in the immediate family up to a maximum of fourteen (14) days per contract year.
(3) Personal business up to a maximum of three (3) days per contract year.

(4) Temporary active duty up to a maximum of fourteen (14) days per contract year.

(5) Paternity leave up to a maximum of one (1) day per contract year.

(d) When a teacher is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absences for one-half ($\frac{1}{2}$) day or less shall be chargeable as one-half ($\frac{1}{2}$) day. Absences for less than a day but more than one half ($\frac{1}{2}$) shall be chargeable as one ($1$) day. A teacher’s salary shall be reduced by the amount of his/her daily rate of pay for each day of chargeable absence in excess of the limits specified by subparagraph (c) above. However, the numerical limits specified by subparagraph (c) (2), (c) (3), and (c) (4) above may be extended by the Superintendent upon written request by the teacher if the teacher has accumulated sufficient days.

(e) All chargeable absences that continue beyond the limits specified by subparagraph (c) above, all absences without leave, and all absences which are too frequent, shall be subject to review and appropriate action by the Personnel Services Division. The Board reserves the right to require evidence of authenticity of the reason given by any teacher for any absence.

(f) Teachers shall properly file a form of notification twenty-four (24) hours in advance of a temporary leave for personal business. Teachers shall not take temporary leaves for personal business in combination with other temporary leaves nor during the first and last weeks of the school year nor to extend those nonworking days as identified by the school calendar nor without such twenty-four (24) hours notice except in cases of emergency when recommended by the principal and subsequently approved by the appropriate operations director.

(g) Personal business leave is provided for the teacher who is confronted by serious and urgent individual or family problems, the adoption of a child, emergency situations, or legal demands which cannot be attended to at any other time than during the school day. The teacher will not be
required to give the specific reason for needing personal business leave.

(h) Leave for temporary active duty is provided the teacher who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.

(i) Paternity leave is provided for the father to attend the birth of his child.

(j) Temporary leave for maternity will be granted to teachers during the period of actual incapacitation from performing their duties. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability for job-related purposes, including commencement, duration and extensions of leave, payment of disability income, reinstatement and any other fringe benefit offered to employees by virtue of employment.

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

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

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

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

(d) Professional
A teacher may be granted temporary leave to pursue professionally related activities such as attendance at a state or national meeting of professional educators.
(e) **Instruction**
A teacher may be granted temporary leave to supervise a group of students.

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

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

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

**Section B: Extended Leaves**

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

**Paragraph 2: General Provisions**
A teacher shall:

(a) Have been employed two (2) consecutive years in the current employment period before being eligible for extended leave. Application for extended leave may be made during the second semester of the second consecutive year of employment or thereafter.

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

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

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

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

3. Professionally related employment.
(4) Foreign teaching or exchange teaching.

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

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

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

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

(f) Retain during the extended leave, according to the statutes, current status, if any, in the Wichita Supplemental Annuity Plan.

(g) Retain accumulated temporary leave days but will not receive credit for any additional temporary leave days during the term of extended leave.

(h) Retain membership, during extended leave, in the Board health insurance group for the period of time allowable by the insurance company. However, arrangements for payment of premiums must be made in advance with the Business Services Division.

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

(j) Prior to resuming duties on return from an extended leave for maternity or health, present to the Personnel Services Division a statement from a physician that the teacher is physically able to resume nor-
mal duties required of his/her assignment. If requested by the Personnel Services Division, confirmation of the physician’s statement by another physician selected by the Board may be required at the expense of the Board. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom. Maternity leave without pay shall extend for a reasonable period of time subject to (i).

Paragraph 3: Other Extended Leaves
The Board may authorize an extended leave for any other purpose not expressly identified above.

Paragraph 4: Application
(a) Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before April 15. Applications for extended leaves which are to be effective at a time other than at the beginning of a school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, teachers shall still receive consideration of their application and extended leaves may be granted except where such leave would work a hardship on the school system.

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

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

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

Section C: Sabbatical Leaves
Paragraph 1: Purpose
In order to provide opportunities for maximal professional improvement, sabbatical leaves are available to teachers for formal, full-time study at a college or university.

Paragraph 2: Eligibility
(a) An applicant must have performed seven
(7) school years of continuous service in Unified School District 259. The continuity of service is not interrupted by an extended leave of up to one (1) year. However, time during such leave shall not be counted toward the required seven (7) years and at least two (2) years of the seven years must have been performed after the latest extended leave.

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

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

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

Paragraph 3: Application

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

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

Paragraph 4: Selection

(a) The Committee for Sabbatical Leave shall consist of two members appointed by the Superintendent, two members appointed by NEA-Wichita, and the Director of Personnel Services, who will chair the committee.

(b) The committee will prepare a priority listing of eligible applicants and recommend names for sabbatical leave appointments. Provided sufficient qualified and highly recommendable applications have been made, up to 1 percent of the total number of teachers in the school system may be recommended.

(c) Consideration shall be given to:

(1) Assured eligibility

(2) The potential contribution to the applicant’s professional growth

(3) The applicant’s prior contribution to the school district, potential for future leadership, or for improvement of classroom instruction
(4) Evidence of professional growth
(5) Any other pertinent factors as established by the committee.
(d) The priority listing of applicants for sabbatical leave shall be submitted to the Board for approval.

Paragraph 5: Compensation
While on sabbatical leave, the teacher shall receive 50 percent of the base contract salary which would have been earned had the teacher not been on leave. Payment for a semester’s sabbatical leave shall equal 50 percent of a semester’s base contract salary, and payment for a year’s sabbatical leave shall equal 50 percent of a year’s base contract salary.

Paragraph 6: General Provisions
A teacher shall:
(a) Receive full credit for system experience while on sabbatical leave.
(b) Be subject upon return from sabbatical leave to any general salary reductions which may be ordered by the Board.
(c) Retain during the sabbatical leave current status if applicable in the Wichita Supplemental Annuity Plan.
(d) Retain accumulated temporary leave days, but additional temporary leave days shall not accumulate during the term of the sabbatical leave.
(e) Maintain all rights accruing under Kansas Public Employees Retirement System, if any.
(f) Be permitted to retain membership in the Board health insurance group during the sabbatical leave for the period of time allowable by the insurance company. However, arrangements for payment of premiums must be made in advance with the Business Services Division. The Board contribution, to the Variable Selection Benefits as provided in the Teacher Benefits Article, shall be prorated.
(g) Retain a prorated amount of life insurance coverage.
(h) Retain disability income protection.
(i) Upon completion of sabbatical leave, be reassigned in a position which is at least comparable to the one held when assuming sabbatical leave status.
(j) Be eligible for sabbatical leave for a semester or a year. A second year may be granted in special cases, but will be without pay and benefits.
(k) Not deviate while on sabbatical leave from his/her approved plan except with the written permission of the Superintendent of Schools.

ARTICLE XI: SUPERVISION OF STUDENT TEACHERS

Section A: Procedures

The following procedures shall govern the supervision of student teachers:

Paragraph 1: Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program.

Paragraph 2: Notice

In the ordinary case the teacher shall be entitled to be notified of the student teacher assigned at least two (2) weeks prior to the student's introduction to the classroom.

Paragraph 3: Honorarium

Payment of the honorarium shall be made as expeditiously as possible in the regular paycheck.

Paragraph 4: Handbook

Copies of the Cooperating Teacher/Student Teacher Handbook developed by the Office of Staff Development of USD 259 shall be sent to schools for distribution to cooperating teachers and student teachers.

ARTICLE XII: SUBSTITUTE ASSIGNMENT

Section A: Absence of Teacher

Paragraph 1: The teacher shall have available for the substitute instructional plans, roll of students, seating charts where appropriate, and materials in such condition that the substitute teacher will have direction in his/her work. In the event an absence exceeds three (3) days, the teacher shall make the grade book available to the substitute upon request.

Section B: Teacher as Substitute Teacher

Paragraph 1: No classroom teacher will be used as a temporary substitute teacher without his/her consent. It is understood that if there is mutual agreement between teachers to exchange classes with the approval of the immediate
supervisor, no compensation will be required.

Paragraph 2: Secondary: When at the request of the administration a secondary classroom teacher accepts such assignment, he/she will be compensated at ⅛ of his/her daily rate per class period. Compensation on any given day shall not exceed ⅛ of the regular daily rate for any full-time teacher.

Paragraph 3: Elementary: When at the request of the administration an elementary classroom teacher accepts teaching responsibilities for five or more students not regularly assigned to his/her class, he/she shall be compensated at the rate of $10.00 per hour or major fraction thereof for such additional responsibilities. Total compensation for such additional responsibilities shall not exceed $40.00 per day.

Paragraph 4: Vocational-Technical Center: When at the request of the administration a classroom teacher regularly assigned to the Vocational-Technical Center accepts the full responsibilities for another teacher's assigned classes as a result of the absence of a teacher, he/she shall be compensated at the rate of $40.00 per day.

Section C: Remuneration

Paragraph 1: When a classroom teacher substitutes for another classroom teacher at the request of the administration, the time will be reported and payment shall be made in accordance with regular payroll procedures.

ARTICLE XIII: TEACHER USE OF FACILITIES

Section A: Buildings

Paragraph 1: Meetings
Teachers have the right to reasonable use of building facilities for meetings at reasonable times and hours when such buildings are open and the operating staff is on duty.

Paragraph 2: Instructional Preparation
Teachers shall have access to classrooms or appropriate offices for instructional purposes.

Section B: Equipment

Paragraph 1: When not otherwise in use, teachers may make reasonable use of office equipment (not including supplies) located in the building of their assignment(s). Such equipment shall not be removed from the building except with advance written approval of the building principal.

Section C: Announcements

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

Section D: Procedures

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

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

Section E: Posting Materials

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

ARTICLE XIV: NONINSTRUCTIONAL RESPONSIBILITY

Section A: Nonteaching Services

Paragraph 1: Teachers shall not be required to transport students to or from activities which take place away from the school building except where such transportation would be a normal responsibility of a particular position and/or a condition of employment under a supplemental contract. However, a teacher may do so voluntarily with the advance approval of the building principal.

Paragraph 2: Teachers may be required to collect and transmit money to be used for educational purposes and are expected to exercise reasonable care to assure that any money collected will not be lost. Reasonable effort will be made to keep money collection by teachers to a minimum and to expedite the collection process.

ARTICLE XV: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section A: General

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

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

**Section B: Rights and Responsibilities**

**Paragraph 1: Discussion of School Policies**

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

**Paragraph 2: Organizational Activities**

Teachers have the right to join and participate in activities of their own choosing that do not violate law.

**Paragraph 3: Political Activity**

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

**Paragraph 4: Individual and Personal Rights**

The teacher's individual and personal rights outside the academic setting are no less than those of other citizens. Each teacher has the right to conduct himself/herself outside the academic setting as he/she sees fit unless it
can be shown that the teacher’s behavior is affecting his/her professional performance in a demonstrably deleterious manner. The personal appearance of a teacher shall be left to the discretion of that teacher. However, his/her appearance shall not adversely affect his/her professional performance.

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

Paragraph 6: Space and Facilities
The fulfillment of the responsibilities of this contract requires that the teacher undertake certain tasks such as planning, grading, telephone conferences and, when the teacher deems it necessary, the undertaking of activities which promote professional growth. The teacher is expected to perform certain of these tasks off school premises. Therefore, each teacher is required, as a condition of his/her employment, to provide and maintain space and facilities in his/her home to carry on his/her function as a teacher.

Section C: Nondelegable Board Power
Paragraph 1: Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board.

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

Paragraph 2: In order to assure the general continuity, scope, and sequence of the curricu-
lum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with the curricular objectives of the course.

**Paragraph 3:** A teacher must be allowed to exercise academic freedom in a continuous effort to attain the goals of the school system. Major goals of the school system are to develop learning skills; to develop a free, reasoning individual who can think independently, who can recognize basic values and understand the fundamental ideas not only of his/her own but other cultures as well, and who can live compassionately with his/her fellowbeings.

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

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

**Section B: Instructional Materials**

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

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

**Section C: Outside Speakers**

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

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

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

Section E: Nondelegable Board Power

Paragraph 1: Any judgment or decision made hereunder which constitutes an exercise of a power not delegable by the Board shall be subject to review and modification by the Board.

ARTICLE XVII: TEACHER FILES

Section A: Teacher Files

Paragraph 1: All material obtained during the period of employment and placed in the teacher's file shall be available for inspection upon request by the teacher in the presence of a person authorized to show the files and the teacher may obtain, upon request, a copy of such material. At the teacher's request, a person of his/her choosing may accompany the teacher for the inspection.

Paragraph 2: Confidential material received by the administration prior to employment and in employment processing, and confidential references or evaluations obtained from professional educators and educational institu-
tions outside the school system subsequent to employment shall be exempted from inspection. However, the teacher shall be provided a list of such items upon request, including the source of such items.

Paragraph 3: Before any material, other than that specified by Paragraph 2 above, of a derogatory nature is placed in a teacher’s file, such material shall be discussed with the teacher.

Paragraph 4: The teacher shall have the right to answer any material filed which is subject to inspection. Such answer shall be submitted to the Personnel Services Division within fourteen (14) calendar days of the date that the teacher first inspected or received a copy of the material being answered, whichever is earlier. Such answer shall be affixed to the material and placed with it in the teacher’s file.

ARTICLE XVIII: TEACHER EVALUATION

Section A: General

Paragraph 1: No evaluation shall be construed as an act of discipline.

Paragraph 2: Only an alleged abuse of the evaluation procedure shall be subject to the grievance procedure. The judgments and recommendations contained in an evaluation are not grievable.

Paragraph 3: Teachers shall undergo a medical evaluation if so requested or directed by the Superintendent. The costs of any such medical evaluation shall be paid by the Board.

Section B: Procedure

Paragraph 1: Administrators and teachers should familiarize themselves with policies and suggested procedures concerning teacher evaluation.

Paragraph 2: The administrative staff shall provide information and discuss evaluation procedures at a building staff meeting early in each school year.

Paragraph 3: Teachers may be evaluated at any time but shall be evaluated at least as frequently as required by state law.

Paragraph 4: Evaluation forms adopted by the Board shall be used in all evaluations submitted to the teacher’s file in the Personnel Services Division.

Paragraph 5: In the event a teacher is rated less than satisfactory in any of the major areas evaluated, the teacher, the evaluator, and other appropriate personnel shall work together to develop a written program for improving the teacher’s level of performance. However, the
development of such a program shall not be construed to inhibit the administration or the Board in taking any action regarding the employment of the teacher.

Paragraph 6: The evaluator shall make two or more observations of the teacher, one of which shall be at least 30 minutes in duration prior to completing an evaluation report. The evaluator shall consider any request from the teacher for an additional observation.

Paragraph 7: Any person who makes formal observations of the teacher and who makes major contributions to the evaluation shall be identified in the evaluation.

Paragraph 8: The teacher has the right to discuss the evaluation with the evaluator if he/she chooses. Such discussion shall be held in private at a mutually agreeable time.

Paragraph 9: The teacher shall be given a duplicate copy of any evaluation which is submitted to the Personnel Services Division. Such evaluation must be signed by the teacher and the evaluator. The teacher’s signature does not constitute agreement with the evaluator’s judgment and recommendations.

Paragraph 10: The teacher has the right to submit a written answer to any part of the evaluation and to any supporting information forwarded with the evaluation within fourteen (14) calendar days following the presentation of the evaluation to the teacher.

Paragraph 11: All aspects of a teacher’s professional performance constitute a valid basis for teacher evaluation. Services performed under the teacher’s base contract shall constitute the primary basis.

Paragraph 12: Teachers shall not be monitored by intercom or other mechanical devices without their knowledge and permission.

ARTICLE XIX: SCHOOL BUILDING COMMITTEE

Section A: Purpose

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

(a) Problems relating to rules, procedures, policies, safety and security of students and teachers within the building, and any other matters pertaining to the operation of the school.
(b) The planning, implementation, and evaluation of authorized inservice programs.
(c) Planning for those meetings involving students, parents, and community patrons.

Paragraph 2: Teacher attendance at programs developed by the School Building Committee designed for parents, students, and community patrons' involvement shall be voluntary or mandatory as determined by the School Building Committee.

Section B: Organization

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

Paragraph 2: Membership of the School Building Committee shall consist of the following:
(a) Chairperson
   (1) In those buildings with one (1) Association building director, that person shall serve as chairperson.
   (2) In those buildings where there are more than one (1) Association building director, the chairperson shall be elected from the Association building directors by the teachers based at that building.
   (3) In those buildings where Association bylaws do not provide for an Association building director, the teachers based at the building shall elect one of their number to serve as chairperson.
(b) The principal
(c) Teachers elected by and from the teachers based at the building.
   (1) The number of committee members, in addition to the chairperson and the principal, shall be based on the following school enrollment:

<table>
<thead>
<tr>
<th>Enrollment</th>
<th>No. of Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>600 or fewer</td>
<td>3</td>
</tr>
<tr>
<td>601 to 1100</td>
<td>5</td>
</tr>
<tr>
<td>1101 to 1600</td>
<td>7</td>
</tr>
<tr>
<td>1601 to 2100</td>
<td>9</td>
</tr>
<tr>
<td>2101 or more</td>
<td>11</td>
</tr>
</tbody>
</table>

Paragraph 3: Election of the School Building Committee shall be as follows:
(a) The election shall be conducted by the Association or its designee prior to September 10 of each school year.
(b) All teachers based within the building shall be eligible to vote.
(c) The elected members shall serve until a
new committee is elected the following year.

**Paragraph 4:** Committee members shall be reported by September 20 of each year by the chairperson to the Deputy Superintendent and Association for official filing.

**Section C: Bylaws**

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

(a) A procedure for nomination of committee members.

(b) A procedure for election by secret ballot before September 10 of committee members.

(c) A procedure for the selection of officers other than the chairperson.

(d) A procedure for filling committee vacancies.

(e) A procedure for calling meetings, which shall be held at least once a month during the school year.

(f) A procedure for setting of an agenda.

(g) A procedure for notifying teachers of building meetings, place, date and agenda.

(h) Provisions for school patrons, including students, or other citizens residing in the school attendance area to suggest items for the agenda and, subject to reasonable regulations of the committee, to meet with the committee to discuss items of concern.

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

**Paragraph 2:** The current bylaws adopted by the School Building Committee and ratified by the teachers shall be filed with the Association and the Deputy Superintendent of Schools.

**Section D: General Rules**

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

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

**Paragraph 3:** Individual teachers may have a hearing before an ad hoc subcommittee of his/her choice for data input prior to consideration of a regular School Building Committee meeting.
Paragraph 4: The principal may provide the School Building Committee with secretarial services as may be available and agreed upon by the principal and the committee.

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

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

ARTICLE XX: GRIEVANCE PROCEDURE

Section A: Purpose

Paragraph 1: The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances.

Paragraph 2: The confidentiality of the proceedings will be respected by all parties to the degree that it is consistent with the procedure described. The grievant’s right to continued processing of a grievance filed by him/her shall be conditioned upon there being no deliberate violation of this confidentiality by him/her. This prohibition shall include any effort by either party to inform the Board of the substantive issues involved in a grievance in advance of a hearing involving members of the Board.

Paragraph 3: Nothing contained herein is to be construed as limiting the right of a teacher having a grievance to discuss the matter informally with any appropriate member of the administration at the teacher’s request and at a mutually agreeable time and place, and to have the matter adjusted in a mutually satisfactory manner, provided that such adjustment is not inconsistent with the terms of this agreement.

Section B: Procedure

Paragraph 1: Since it is important that grievances be processed as rapidly as possible, the time limitation specified at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limitations specified may, however, be extended by mutual agreement.

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

Paragraph 1: A grievance must be filed in writing with the teacher’s immediate supervisor by the teacher or the Association in his/her behalf. Such grievance shall be so filed within fourteen (14) days after the occurrence of the event upon which it is based, and a copy of said grievance shall be forwarded to the Association building director, the Association’s President or designee, and the Director of Employment Relations. The teacher and his/her immediate supervisor shall hold a discussion concerning the written grievance within seven (7) days after the grievance is filed.

Paragraph 2: Within seven (7) days after the discussion meeting is concluded, the teacher’s immediate supervisor shall make a decision in writing, together with the supporting reasons. Copies shall be forwarded to the grievant, the Association building director, the Association’s President or designee, and the Director of Employment Relations.

Section D: Level Two

Paragraph 1: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved may appeal the decision to the Superintendent in writing within seven (7) days. The grievant shall forward copies to the building principal, the Association building director, the Association’s President or designee, and the Director of Employment Relations.

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

Paragraph 3: Within fourteen (14) days after the meeting specified in Paragraph 2 above, the Superintendent or designee shall make a decision in writing. Copies shall be forwarded to the grievant, the Association building director, and the Association’s President or designee, and the Director of Employment Relations.

Section E: Level Three

Paragraph 1: Within fourteen (14) days after receiving the decision of the Superintendent, the teacher or the Association may appeal the decision in writing to the Board of Education. The grievant shall forward copies to the Superintendent, the building principal, the
Association building director, the Association’s President or designee, and the Director of Employment Relations. The aggrieved or the Association shall have the opportunity to be heard by the Board or a committee thereof. The Board of Education shall make a decision in writing within forty-five (45) days of the receipt of the appeal. Copies shall be forwarded to the grievant, the Association building director, the Association’s President or designee, and the Director of Employment Relations.

Section F: Rights of Representation

Paragraph 1: At any level of the grievance procedure, at the teacher’s option, the teacher shall be represented by the Association, himself/herself, legal counsel, or another person selected by the teacher.

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

Section G: Miscellaneous

Paragraph 1: If a grievance affects a group or a class of teachers, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Two. The Association may process such a grievance through the grievance procedure even though there is no individual aggrieved person who wishes to do so.

Paragraph 2: If a grievance arises because of action or inaction on the part of a member of the administration at a level above the teacher’s immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the processing of such grievance will commence at Level Two.

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

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

**Paragraph 5:** A decision at any level of the procedure in favor of the aggrieved may recommend appropriate restitution or other remedy for the period during which the grievance was suffered.

**Paragraph 6:** Any decision rendered at any level of the procedure which is contrary to this agreement or law shall be null and void.

**Paragraph 7:** If any teacher is required to attend a meeting or hearing called by the Board or the central administrative staff, the teacher's immediate supervisor shall be notified that the teacher is to be released without loss of pay for such time as attendance is required for the meeting or hearing.

**Paragraph 8:** Grievances, grievance appeals, grievance communications and grievance findings will not be filed in the personnel file of any teacher. If such a grievance file is maintained, it shall be open for inspection by the grievant upon request.

**Paragraph 9:** Every effort shall be made by all parties to avoid the involvement of students in any phase of the grievance procedure.

**Paragraph 10:** No teacher shall be subject to reprisal or discrimination by reason of participation or nonparticipation in the grievance procedure.

**Paragraph 11:** If a teacher pursues any legal or statutory remedy for an issue, then any further or subsequent proceeding for relief through the grievance procedure shall be barred unless the court or administrative agency refuses jurisdiction until all administrative remedies have been exhausted.

**ARTICLE XXI: REDUCTION AND RECALL**

**Section A: General**

**Paragraph 1:** The teaching staff may be reduced by layoff owing to a substantial decrease in the number of pupils, causes over which the Board has no control, and/or Board approved modification of existing programs. The teaching staff may also be reduced by layoff when positions are eliminated as a result of a substantial reduction in the funds available to the Board.
Paragraph 2: The greatest possible reduction in teaching staff shall be accomplished through attrition.

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

Section B: Selection

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

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

(b) Teachers in their first three months of current employment for whom no evaluation has been submitted to the Personnel Services Division.

(c) Teachers within their first two years of employment who are currently absent and have exhausted their accumulated temporary leave.

(d) Teachers who, according to their most recent evaluation, have a lower evaluation composite rating than those teachers not yet selected. The evaluation composite rating of a teacher shall be calculated by assigning five (5) points for each rating in the “consistently superior” column of the teacher evaluation report summary, four (4) points for each rating in the “sometimes superior” column, three (3) points for each rating in the “consistently satisfactory” column, two (2) points for each rating in the “usually acceptable” column, one (1) point for each rating in the “consistently unsatisfactory” column, and totaling all such points assigned.

(e) In the event that two or more teachers within a specified group have the same evaluation composite rating, the order of selection of those teachers will be based on length of service during current employment dating from the first day on duty. However, this provision shall not be applied in such a manner as to adversely affect the balance of the staff with regard to race, sex, or age.

(f) In the event that two or more teachers within a specified group have the same evaluation composite rating and the same
length of service as defined above, the order of selection of those teachers shall be decided through applying unbiased procedures developed and directed by the Research, Planning, and Development Services Division.

Paragraph 2: Only those evaluations forwarded to the Personnel Services Division prior to an earlier date specified by the Superintendent will be considered in the implementation of this Article. The highest composite rating received by the teacher on such evaluations within the two-year period immediately preceding such date, if any, shall be utilized in the implementation of this Article.

Paragraph 3: Any individual(s) within a specified group who is on or has requested an extended leave or sabbatical shall be eligible for selection for layoff under the conditions set forth herein.

Paragraph 4: As teachers are selected for layoff, their names shall be placed on a list in the order of their selection. When the list is complete, a copy of the list shall be given to the Association.

Section C: Notice

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

(a) The basis for the initial decision for teaching staff reduction.
(b) The reason(s) for the selection of the individual teacher.
(c) A copy of this Article.
(d) Notice to the individual teacher of an opportunity to respond.

Section D: Rights

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

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

Paragraph 3: Any teacher who has been so laid off may retain membership in the Board health insurance group for the period of time allowable by the insurance company. However, the Board shall make no contribution and the teacher must make advance arrangements for payment of premiums with the Business Services Division.
Paragraph 4: It is the responsibility of the listed laid off teachers to keep the Personnel Services Division informed of their current address and any changes in teaching qualifications.

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

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

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

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

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

ARTICLE XXII: ASSOCIATION RIGHTS

Section A: Exclusive Rights

Paragraph 1: Exclusive Recognition

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

Paragraph 2: Exclusive Representation

The Association shall participate in negotiations with the Board as the exclusive representative of all teachers in the teachers bargaining unit.
Paragraph 3: Exclusive Use of Temporary Leave for Negotiation Activities

Only teachers designated by the Association shall be granted the use of temporary leave for the purpose of engaging in negotiations with the Board. Such leave shall be granted in accordance with the policy of the Board.

Section B: Nonexclusive Rights

Paragraph 1: Nonexclusive

Nothing in this Section shall be construed to limit the granting of the same or similar rights as herein contained to other individuals, groups, or organizations as the Board may determine.

Paragraph 2: Association Use of Facilities

The Association shall have the rights afforded teachers in the Teacher Use of Facilities Article in accordance with Board policies on the use of facilities.

Paragraph 3: Association Access to Contract Information

Upon written request from the Association, the Board shall provide the Association public information within its possession which is necessary for negotiating and implementing this agreement. Such information shall be furnished or made available within a reasonable time and only in the form available.

Paragraph 4: Association Access to Board Meetings

Representatives of the Association shall have the rights afforded other members of the public to address the Board during its meetings.

Paragraph 5: Use of Temporary Leave for Association Activities

Teachers shall have the right to use temporary leave to participate in certain Association activities in accordance with the policy of the Board.

Paragraph 6: Meetings

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

Section C: Indemnification Clause

Paragraph 1: The Association shall indemnify and hold harmless the Board and its agents from any and all claims, demands, suits, costs, damages, fees, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purposes of complying with the provisions of this Article.
ARTICLE XXIII: PRINTING AND DISTRIBUTION
The Board shall print copies of this agreement at its expense to be distributed to all members of the bargaining unit. The Board shall furnish 175 printed copies of the agreement to the Association.
AGREEMENT
Between
The Board of Education
of
USD 259
Wichita, Kansas
and
NEA-Wichita
August 1, 1981 - July 31, 1983

/s/ Donna R. Yeargan
President, NEA-Wichita
October 26, 1981
Date

/s/ Sheldon J. Kamen
President, Board of Education
October 26, 1981
Date
Appendix A — Calendar 1981-1982

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>August</td>
<td>17-19</td>
<td>Orientation for new teachers</td>
</tr>
<tr>
<td></td>
<td>20, 21</td>
<td>Teachers' preparation (all teachers)</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>First day of school</td>
</tr>
<tr>
<td>Sept.</td>
<td>7</td>
<td>Labor Day Holiday</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>Official beginning enrollment</td>
</tr>
<tr>
<td>Nov.</td>
<td>4</td>
<td>Report cards issued</td>
</tr>
<tr>
<td></td>
<td>12, 13</td>
<td>Professional Meetings</td>
</tr>
<tr>
<td></td>
<td>26, 27</td>
<td>Fall Recess</td>
</tr>
<tr>
<td>Dec.</td>
<td>24</td>
<td>Winter Recess</td>
</tr>
<tr>
<td></td>
<td></td>
<td>through Jan. 1</td>
</tr>
<tr>
<td>Jan.</td>
<td>22</td>
<td>Report cards issued</td>
</tr>
<tr>
<td>March</td>
<td>24</td>
<td>Report cards issued</td>
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<tr>
<td>April</td>
<td>12-16</td>
<td>*Spring Recess</td>
</tr>
<tr>
<td>May</td>
<td>27#</td>
<td>Last day of school</td>
</tr>
<tr>
<td></td>
<td>27#</td>
<td>Elementary report cards issued</td>
</tr>
<tr>
<td></td>
<td>28#</td>
<td>Teachers' Report Day</td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>Memorial Day Holiday</td>
</tr>
<tr>
<td>June</td>
<td>3</td>
<td>Secondary report cards mailed</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>Elementary Summer School begins</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Driver Education/Vocational</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Summer School begins</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>Secondary Summer School begins</td>
</tr>
<tr>
<td>July</td>
<td>5</td>
<td>Independence Day Holiday</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>Elementary Summer School ends</td>
</tr>
<tr>
<td></td>
<td>23</td>
<td>Driver Education/Vocational</td>
</tr>
<tr>
<td></td>
<td>23</td>
<td>Summer School ends</td>
</tr>
<tr>
<td></td>
<td>23</td>
<td>Secondary Summer School ends</td>
</tr>
</tbody>
</table>

REPORT PERIODS

August 24 through October 30 ............................................ 49 days
November 2 through January 15 ......................................... 44 days
January 18 through March 19 ............................................. 45 days
March 22 through May 26# ................................................ 43 days

Total days ......................................................................... 181 days
Less workshop day .......................................................... 1 day†
Total teaching days ....................................................... 180 days

**LEGEND**

______ School not in session
-------- Summer school in session
(_____) Administrative offices closed

* Includes make-up days if necessary.
# May 27 and 28 will be changed to May 26 and 27 if no make-up day is needed, and May 28 will be a Board adopted holiday.
† Between October 1 and March 15, each school will schedule one day for a workshop for teachers.
DIRECTOR OF PERSONNEL
WICHITA BOARD OF EDUCATION
428 SOUTH BROADWAY
WICHITA, KS 67211

PREVIOUS AGREEMENT EXPIRED
JULY 31, 1981

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

WICHITA KANS BD OF EDUC TEACHERS

WITH SINGLE INDEPENDENT ASSOCIATION
KANSAS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

Please return this letter with your response or agreement(s).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2959 (includes 330 social workers)

2. Number and location of establishments covered by agreement approx. 120 buildings through the town

3. Product, service, or type of business Public School System

4. If your agreement has been extended, indicate new expiration date July 31, 1983 (for 2-year period)

A. Keith Esch, Director, Personnel Services Division (316) 268-7817

Your Name and Position

428 S. Broadway

Address

Wichita, Kansas 67202

City/State/ZIP Code

BLS 2452 (Rev. May 1981)