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Topeka Public Schools United School District No. 501 Board of Education and NEA-Topeka, Inc., Kansas-NEA, National Education Association Amendment (1995)

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Topeka Public Schools United School District No. 501 Board of Education and NEA-Topeka, Inc., Kansas-NEA, National Education Association Amendment (1995)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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OCT 25 1995

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RESOLUTION

WHEREAS, duly appointed representatives of NEA-Topeka and the Board of Education have met and conferred under the auspices of the professional negotiations act; and

WHEREAS, the parties have reached a tentative agreement for the 1995-96 school year; and

WHEREAS, the Board of Education has been advised that the members of NEA-Topeka have ratified the attached amendments to the 1993-95 Professional Agreement; and

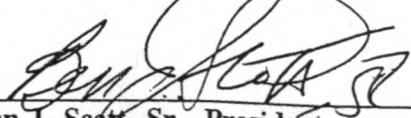
WHEREAS, the Board of Education intends to renew the Professional Agreement for the 1995-96 school year.

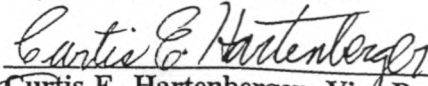
NOW, THEREFORE, the Board of Education of USD No. 501, Shawnee County, Kansas, meeting on the seventh day of September, 1995, does hereby resolve as follows:

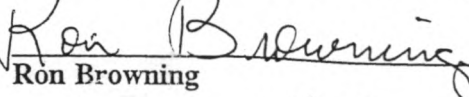
1. Subject to verification for accuracy, the attached tentative agreement which has been ratified by the members of NEA-Topeka, is hereby ratified by the Board of Education of USD 501.
2. Addendums and individual employee movement on the salary schedule is hereby ratified.

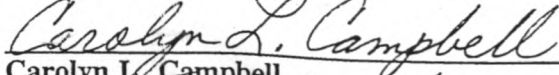
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Board of Education, USD 501

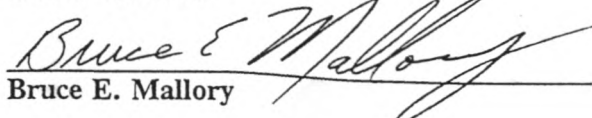

Ben J. Scott, Sr., President

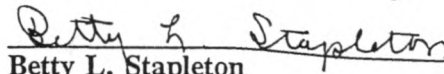

Curtis E. Hartenberger, Vice-President


Ron Browning

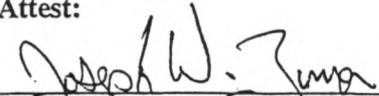

Carolyn L. Campbell


Tim S. Clothier


Bruce E. Mallory


Betty L. Stapleton

Attest:


Joseph W. Zima, Clerk

Approved as to Legality
and Form: Date... 29 Sep 95
Joseph W. Zima
School District Attorney

MEMORADUM OF UNDERSTANDING
ENGLISH AS A SECOND LANGUAGE

USD 501 and NEA-Topeka agree that the parties will jointly monitor plans and developments regarding the requirement of ESL certification and/or training for members of the bargaining unit.

District representatives on the monitoring committee will include the Assistant Superintendent for Personnel, a school district attorney, the Associate Superintendent for Education Services, and the Assistant Superintendent for Curriculum and Learning. Association representatives on the monitoring committee will include the NEA-Topeka President or her/his designee, representatives from each of the affected buildings, and a representative from the Professional Negotiations Committee.

The committee will meet at least monthly starting in September, 1995, and produce a report by December 15, 1995.

Information available to either party will be made available expeditiously to the other parties.

In the event that changes due to ESL requirements are necessary before the commencement of bargaining for 1996-97 in areas which are mandatory subjects of bargaining, the parties shall return to the table to bargain the nature of the changes.

STUDY COMMITTEE
WORK TIME OUTSIDE THE REGULAR DAY

The parties agree to establish a joint study committee to determine amounts of time being spent by members of the bargaining unit outside the duty day in school-related activities not exclusively related to their individual student or classroom assignments. Such activities include but are not limited to service on QPA committees, North Central committees, Comer school activities, test scoring, breakfast and lunch supervision, etc. The study should separate time into two categories: time scheduled by an administrator, and time scheduled by members of the bargaining unit but required to accomplish a task related to the operation of the school or district. This study should include time spent during the summer. Those activities which are directly related to classroom duties should not be included in this study.

The study committee shall also include the potential effects on members of the bargaining unit of requirements to provide English as a Second Language to students enrolled in USD 501. The parties may agree to payments to teachers for reimbursement and/or other compensation during the time of this agreement.

ARTICLE 15 - ASSOCIATION LEAVE

Officers, chairpersons, or designated representatives of the Association shall be granted, upon approval by the Superintendent, short leaves of absence without pay to participate in area, regional, state, and national organizational or business activities of NEA-Topeka, Kansas NEA, and/or National Education Association and such business that is necessary to fulfill the function of the Association to the extent allowed and applicable under the law.

Further, upon request of the NEA-Topeka President, his or her contract status may be changed up to full-time during the term of office (with specific terms to be negotiated by the parties) and if agreement is reached, the contract will be reinstated to full-time status upon the completion of the term of office without prejudice. The NEA-Topeka President shall be granted full experience credit for the year(s) of Association service. This advancement shall occur regardless of the percent of time the President is released from District-assigned duty.

The Superintendent of Schools, or his/her designee, shall authorize release time without loss of pay, and in addition to any/all other leave provisions, upon request of the NEA-Topeka President, a maximum of ten (10) days to participate in activities as a representative of NEA-Topeka.

ARTICLE 20 - PROFESSIONAL EMPLOYEE FILES (Third Party Complaints)

(to be included between paragraphs 3 and 4)

When any complaint regarding a professional employee is made to an administrator and a record is retained, the professional employee shall be provided promptly with a copy of the complaint. If the complaint is oral, and the administrator plans to retain a record, the professional employee shall be provided with a written record of the complaint containing the substance of the complaint. The name(s) of the complainant(s) shall be included unless an overriding concern for the safety or wellbeing of a student can be demonstrated. The employee shall have the opportunity to answer the complaint and have the response attached to the complaint or written record. If a complaint is not used as a basis for action against the employee within three (3) years of its receipt, all material related to it shall be destroyed.

ARTICLE 23 - CREDIT FOR PAST EXPERIENCE

Credit for past experience up to eight (8) years shall be granted at the time of initial employment as determined by the school district. Such determination shall be uniformly applied as to all new hires following the execution of this agreement. This provision shall not be construed to limit the salary paid to attract professional employees within fields or certifications which the District has determined to be in short supply and critical need.

Degreed vocational teachers who have accumulated work experience pursuant to their areas of certification shall be granted one year of credit for each year of such prior experience up to a maximum of eight (8) years for salary schedule placement. Nondegreed vocational teachers shall continue to be granted credit on the basis of two years of work experience for one step on the salary schedule.

Occupational therapists, physical therapists, speech pathologists, certified early childhood teachers and others who received experience in non-educational settings that relate directly to their employment with the District shall be given full credit up to eight (8) years for salary schedule placement.

Beginning with the 1995-96 school year, applicable experience shall be granted regardless of the recency of such experience. Further, it is agreed that current bargaining unit members who have been denied such credit shall be given salary schedule placement credit for their past experience over ten years old by adding one year for the 1995-96 school year and one year annually thereafter in addition to regular step advancement until all appropriate past experience has been allowed or the maximum of eight (8) years is reached.

ARTICLE 24 - REDUCTION IN FORCE

Reduction in force letters will not be sent unless there is a reasonable expectation that the District will experience a negative fiscal impact or that the District anticipates dramatic program modifications. In the event of a reduction in staff of professional employees beyond what can be accommodated by attrition, only professional employees in identified areas will be notified. It is understood that by law K. S. A. 72-5436, *et seq.*, nontenured professional employees will be the first employees subject to the reduction in force. Fully certified employees will be retained before those with provisional certification. In cases where employment in a position at KATS is a condition of certification for that position, employees who are otherwise fully qualified for such certification shall not be disqualified because of a lack of certification. The effect in these cases shall be to provide equal consideration of such employees when applying the procedure for awarding points in determining retention under the provisions of Appendix B.

(Other language will remain unchanged.)

ARTICLE 27 - PROFESSIONAL TEACHING DAY

Student contact time will increase by 5 minutes per day at the elementary level to meet minimum State requirements. Total duty time will remain unchanged.

ARTICLE 28 - DUTY FREE LUNCH

DELETED FROM THE CONTRACT

ARTICLE 39 - OTHER SALARY DIFFERENTIALS

SUMMARY OF CHANGES

A. High School

TV production - increase to 3% (\$658.20)

FBLA - convert to 2.4% (\$526.56)

E. KATS

Vocational Student Organization(s) - include at 2% (\$438.80)

F. Special Assignments

Youth Advisory Council - convert to 1.1% (\$241.34)

****Department Chair or Academic Team Leader - convert to comparable percent

2-5 people-2.5% (\$548.50) 6-9 people-3.8% (\$833.72) 10 or above-5.0% (\$1097)

ARTICLE 40 - HOURLY RATE

Professional employees employed as hourly Continuing Education (Summer School and Night School) or homebound instructors shall be paid \$12.00 per hour for each instructional hour authorized by appropriate District staff. Employees required to perform their regular duties and responsibilities not related to the summer program beyond the regular school year shall not be considered to be covered by this provision.

ARTICLE 46 - MATERNITY LEAVE

DELETED FROM THE CONTRACT -- SUPERCEDED BY FAMILY AND MEDICAL LEAVE ACT