8-1-1980

Sedgwick County, Kansas Unified School District 259 Board of Education and NEA-Wichita, National Education Association (1980)

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Sedgwick County, Kansas Unified School District 259 Board of Education and
NEA-Wichita, National Education Association (1980)

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

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TEACHERS EMPLOYMENT AGREEMENT

1980-1981
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Wichita Public Schools
Unified School District 259
428 South Broadway
Wichita, Kansas 67202
# TEACHERS EMPLOYMENT AGREEMENT

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TEACHERS EMPLOYMENT AGREEMENT

PREAMBLE

This master agreement sets forth herein terms and conditions of professional service for all employees employed by Unified School District 259 who are included in the bargaining unit as defined in the General Article of this agreement, and shall remain in full force and effect from August 1, 1980, and ending July 31, 1981.

ARTICLE 1: 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 who is regularly assigned in a classroom.

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.
12. **Professional Day**: The period set forth in the Professional Day 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 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.

**Paragraph 4:** 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.

**Paragraph 5:** 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 B: 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, regula-
tions or writings of the Board which are in con­

flict with this agreement shall be superseded

by the terms set forth herein. The Board shall

not amend this agreement, nor make nor ex­

ecute decisions or policies which violate this

agreement.

Section C: Nondiscrimination

Paragraph 1: In all hiring and assigning of em­

ployees and in all compensation, benefits, and other terms and conditions of employment, the school district shall comply with all appli­
cable 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.

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 supple­
mental 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 sched­
uled on weekdays, Monday through Friday, between the first and last workday of each contract year.

Paragraph 2: Association Presentation

If a program is scheduled by central office ad­
ministration for the purpose of orienting newly employed teachers, 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 1980-1981 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 office personnel 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 mutually agreeable times, and staff meetings when necessary.

Paragraph 4: Pupil and parent conferences when necessary.

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 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 accepted tasks enumerated in the Supplemental Salary Schedule(s);

**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: 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
Paragraph 3: 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. 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 will be recognized for salary purposes. 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, but in no event will the teacher be granted more than twelve (12) years of qualified experience nor be placed higher than Step 10.

(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 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.
occupational experience meets the necessary qualifications shall be the responsibility of the Personnel Services Division. Such non-degree teachers shall be ineligible for movement to any other track.

(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 and one-half (½) credit for other social work experience shall be given (up to a maximum of four (4) years' credit), but 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 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 and one-half (½) credit for other registered professional nursing experience shall be given (up to a maximum of four (4) years' credit), but 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.
Paragraph 4: Adjustment Due to Renumbering the Steps of the Teachers Salary Schedule

Each teacher who was under a teaching contract with USD 259 for the 1979-1980 school year shall be placed on the Teachers Salary Schedule on the step numbered two (2) less than specified by the provisions of Paragraphs 2 and 3 above.

Section B: Salary Schedule


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Paragraph 2: In the event that the Board’s budgetary limitation percent under the School District Equalization Act (KSA 72-7030 et seq.) exceeds five (5) percent for the fiscal year beginning July 1, 1980, then the 1980-1981 Teachers Salary Schedule set forth herein shall be changed based upon the following formula: For each one (1) percent or part thereof that the actual budgetary percent limitation exceeds such five (5) percent, the salary amount specified by Step 1, Bachelor Track shall be increased by $105.00 or proportionate part thereof. Every other amount specified by that schedule shall be changed to bear the same percentage relationship to the amount specified by Step 1, Bachelor Track as such other amount does on the schedule set forth herein. The supplemental salary schedules in Paragraph 4 and 10 of Section D shall be changed in accordance with Paragraph 5 of Section D.

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 each year.

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.

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. 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: $387 [.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: $608 [.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: $829 [.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: $1,050 [.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: $1,271 [.115]
- Lunchroom Supervisor
- Instrumental Music Activities Director — Senior High
- Special Activities

Level F: $1,492 [.135]
- Department Coordinator, 7-15 — Senior High

Level G: $1,934 [.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 recommendation to the principal with regard to the selection of the department coordinator. Head library media specialists at the senior high level are considered Senior High Department Coordinators 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 combined 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 noninstructional duties shall not be counted as a section in determining the number of teachers in a department.

Paragraph 7: Coordination Work Hours
(a) Junior High and Senior High Department Coordinators with 9-17 teachers in the department shall be assigned one (1) coordination work hour per day.

(b) Junior High and Senior High Department Coordinators with 18 or more teachers in the department shall be assigned two (2) coordination work hours per day.

(c) In each case cited in this paragraph, the coordination work hour(s) is in lieu of a teaching work hour(s); and the number of teaching hours plus the number of coordination work hours shall equal no more than five (5) hours per day.

(d) The coordination work hour(s) is for the purpose of coordinating the activities of the department.

(e) With approval of the building principal, a department 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 accomplish during coordination work hours.

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 Director.

(c) Secondary journalism teachers may be required 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>Senior High Activity</th>
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</table>

**Athletic Coordinators**

$2,651

**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
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 is expected as part of the professional day and normally is compensated by the base contract salary.

Paragraph 2: When it is necessary to hold or continue such a staffing beyond a time that is more than one and one-half (1 1/2) hours after the end of the school day, each classroom teacher required to be present shall be paid at the rate of $10.00 per hour or major fraction thereof after such time.

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) Variable Selection Benefits as provided in the Teacher Benefits Article.

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 1 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, reprimanded, reduced in rank or compensation, or be relieved from assignment 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.

Section C: Meeting or Hearing
Paragraph 1: 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 2: 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 3: 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 administrative review shows that 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 as a teaching aid for the curriculum being taught, is damaged or destroyed as a result of willful malice and upon review by the building principal that the above conditions have been met, 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 $200 per each occurrence.

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

ARTICLE VIII: PUPIL CONTROL

Section A: General

Paragraph 1: The maintenance and enforcement of discipline and pupil control are the responsibilities of the total school staff. Teachers
shall be responsible for the enforcement of school regulations in effecting discipline and pupil control when they become aware of a violation of such regulations. The Board will give maximum support to teachers in this endeavor and its policies will continue to reflect its position in this regard.

Paragraph 2: The Handbook on Student Rights and Responsibilities as adopted by the Board of Education shall be the guideline for student rights and responsibilities.

Section B: Classroom

Paragraph 1: General
The individual classroom teacher must 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.

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. The principal or immediate supervisor shall arrange as soon as possible for a conference which includes himself/herself, the teacher, and appropriate specialist(s) to discuss the problem and to decide upon appropriate steps for its resolution.

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

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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.

Paragraph 6: Corporal Punishment

The Board and teachers agree that corporal punishment may be administered in Grades K-9 so long as Board policy permits.

Section C: Suspension or Expulsion of Pupils

Paragraph 1: The teacher understands that a principal is empowered to suspend a pupil from school for a period not exceeding five (5) days and any such suspension shall not be stayed or overruled by any other person.

Paragraph 2: Disobedience of any order of a teacher, peace officer, school security specialist, or any school authority when such disobedience can reasonably be anticipated to result in disorder, disruption, or interference with the operation of any public school or substantial and material impingement upon or invasion of the rights of others are grounds for suspension or expulsion under Kansas law.

Section D: 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, and 50 percent of such absence will be charged.
against the teacher’s accumulated temporary leave days.

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 one hundred eighty (180) calendar days, less any worker’s compensation 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 \( \frac{66 \frac{2}{3}}{100} \) percent of the teacher’s regular monthly salary. The periods of total disability for which payments are to be paid hereunder shall commence on the eighth 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 seven (7) 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 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 August 31, 1980, the Board shall contribute $60 per month for each teacher employed full time toward the variable selection benefits set forth in this Section. 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 2: The variable selection benefits shall consist of a Board provided group health insurance plan and a Board provided before earnings tax sheltered annuity plan.

Paragraph 3: Each teacher shall allocate the Board contribution for which he/she is eligible to the variable selection benefits specified in Paragraph 2 of this Section. Any portion of the Board contribution for which the teacher is eligible not so allocated by the teacher shall be forfeited by the teacher. No teacher may
receive any portion of the Board contribution as cash and no teacher shall be permitted to withdraw any funds from the annuity plan prior to retirement, termination of employment, 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 the Board’s contribution toward that teacher’s variable selection benefit for a period not to exceed 180 calendar days after the date of the commencement of the total disability. In the event the teacher has allocated any portion of the Board’s contribution to a before earnings tax sheltered annuity, the Board’s contribution shall be reduced by the teacher’s share of any contributions to Social Security or Kansas Public Employees Retirement System. In the event that the teacher has allocated any portion of the Board’s contribution to the group health insurance plan, such portion of the Board’s contribution shall be conditioned upon the timely receipt of the teacher’s share of the premium, if any.

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

Section G: Severance Payment

Paragraph 1: A teacher who retires after reaching age fifty-five (55) years or resigns after twenty-five (25) 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 payroll 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.

Section J: Health Insurance

Paragraph 1: Effective September 1, 1980, and for the remainder of the term of this agreement, the Board shall contribute $60 per month for each teacher employed full time toward the payment of premiums in the Board provided group health insurance 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 2: If any portion of the Board contribution for which a teacher is eligible is not used toward the payment of premiums in the Board provided group health insurance plan, then such portion shall be paid to that teacher as extra earnings in regular payroll checks and shall be subject to all applicable deductions.

Paragraph 3: Any teacher who suffers a continuing total disability and who has exhausted his/her accumulated temporary leave, shall continue to receive the Board's contribution for a period not to exceed 180 calendar days after the date of the commencement of the total disability. In the event that the teacher is enrolled in the Board provided group health insurance plan, the Board's contribution shall be conditioned upon the timely receipt of the teacher's share of the premium, if any.

Paragraph 4: All actions and decisions under this Section shall be made in accordance with rules and regulations established by the Business Services Division.

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 to a maximum of one hundred eighty (180) days. When administratively feasible, a monthly accounting shall be given to each teacher of the number of unused temporary leave days he/she has accumulated.

(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.

(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.

(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) 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 accumulated temporary leave days shall be charged as one-half (½) day.

(f) All chargeable absences that continue beyond the limits specified by subparagraph (c) above shall be subject to review and appropriate action by the Personnel Services Division.

(g) 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.

(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) 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.

(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 charge-
able to cumulative temporary leave days, and the teacher shall receive his/her full pay.

(a) **Court 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, 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, 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 normal 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 grade book shall be made 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.

Paragraph 2: Secondary: When at the request of the administration a secondary classroom teacher accepts such assignment, he/she will be compensated at 1/5 of his/her daily rate per class period. 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. Compensation on any given day shall not exceed 1/5 of the regular daily rate.

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. 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 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. 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.

Section C: Remuneration
Paragraph 1: When a classroom teacher substitutes for another classroom teacher, 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.

Section F: Association Use of Facilities

Paragraph 1: The Association shall have the rights afforded teachers in this Article in accordance with Board policies on use of facilities.

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 curriculum 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 fellow beings.

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 institutions outside the school system subsequent to employment shall be exempted from inspection. However, the teacher shall be provided a list of such items upon request, including the source of such items.

**Paragraph 3:** When any material, other than that
specified by Paragraph 2 above, of a derogatory nature is to be 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, and his/her answer shall be affixed to the material and placed with it in the teacher’s file.

**ARTICLE XVIII: REDUCTION AND RECALL**

**Section A: General**

**Paragraph 1:** The teaching staff may be reduced by termination 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 termination 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 thereof. The reduction shall be applied to the largest group of teachers which may be reasonably considered. The Superintendent, subject to Board approval, shall determine the group of teachers from which the reduction shall be made.

**Section B: Selection**

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

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

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

(c) Teachers who, according to their most recent evaluation, are performing their responsibilities in less than satisfactory manner in the greatest number of the five major areas on the evaluation form. No evaluation completed prior to the immediately preceding school year shall be considered. Prior evaluations may be considered for those teachers who have been
recently transferred to positions with significantly different responsibilities.

(d) In the event that performance of responsibilities is judged to be the same for the remaining teachers within the specified group, selection 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.

(e) In the event that two or more teachers are equally eligible for selection for termination, the order 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.

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

Paragraph 4: As teachers are selected for termination, 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 termination shall be notified in writing at least thirty (30) days prior to the proposed effective date of such termination 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 terminated teachers shall be maintained for two (2) years.

Paragraph 2: Any teacher who has been so terminated shall no longer be considered an em-
ployee and shall have no employee rights or benefits.

Paragraph 3: Any teacher who has been so terminated 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 terminated 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. The usual employment procedures will be followed in determining fitness for re-employment.

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 termination. 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 terminated may apply for assignment as a substitute teacher.

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 suggest solutions. The School Building Committee may 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) Personnel problems within the building, unless such problems are personal in nature.

(c) The implementing and planning of authorized inservice programs.

(d) 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) Certificated personnel elected by and from the faculty 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>
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<th>No. of Members</th>
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<tr>
<td>600 or fewer</td>
<td>3</td>
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<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>
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<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 previous year's committee or the Association building director(s) before 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
should 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.

Paragraph 3: In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

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 Executive Director, 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 Executive Director, 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 Executive Director, 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 Executive Director, 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 Executive Director, 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 Executive Director, 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:

(a) the teacher accompanied by an Association representative

(b) an Association representative

(c) the teacher in his/her own behalf

(d) 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.

**Paragraph 3:** A teacher may be represented by legal counsel at any time.

**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 grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. 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.

ARTICLE XXI:
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, 1980 - July 31, 1981  
/s/ Tempie Hurssey  
President, NEA-Wichita  
April 15, 1980  
Date  
/s/ JoAnn Pottorff  
President, Board of Education 
April 14, 1980  
Date
Appendix A — Calendar 1980-1981

<table>
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<tr>
<th>Month</th>
<th>Date</th>
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| August      | Orientation for new teachers          | 18-20
|             | Teachers' preparation (all teachers)   | 21-22
|             | First day of school                     | 25
| Sept.       | *Labor Day Holiday                      | 1
|             | Official beginning enrollment           | 15
| Nov.        | Report cards issued                      | 5
|             | American Education Week                 | 9-15
|             | Fall Recess                             | 27-28
| Dec.        | Winter Recess                           | 24
|             | through Jan. 2                           | 
| Jan.        | Report cards issued                      | 23
| Feb.        | *Geo. Washington's Birthday Holiday      | 16
| March       | Report cards issued                      | 25
| April       | *Spring Recess                           | 13-17
| May         | *Memorial Day Holiday                    | 25
|             | Last Day of School                      | 28
|             | Elementary report cards issued           | 28
|             | Teachers' Report Day                    | 29
| June        | Secondary report cards mailed            | 4
|             | Summer School begins                     | 15
| July        | Independence Day Holiday                 | 3
|             | Summer School ends                       | 24

REPORT PERIODS

August 25 through October 31 ........................................ 49 days
November 3 through January 16 ....................................... 45 days
January 19 through March 20 .......................................... 44 days
March 23 through May 28 ................................................ 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
**Between October 1 and March 15, each school will schedule one day for a workshop for teachers.
## Appendix B — Final Teachers Salary Schedule 1980-1981

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Appendix C
Supplemental Salary Amounts

Base — $11,474

Level A $ 402
Level B 631
Level C 861
Level D 1,090
Level E 1,320
Level F 1,549
Level G 2,008

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<th>Head Girls'</th>
<th>Asst. Boys'</th>
<th>Asst. Girls'</th>
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Athletic Coordinators $2,752
October 31, 1980

Director of Personnel
Wichita Board of Education
428 South Broadway
Wichita, Kansas 67211

Respondent:

We now have on file a copy of your collective bargaining agreement(s): covering the teachers with the National Education Association (Ind.).

We would appreciate your sending us the following information to complete our files:

number of employees covered 2959.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

[Signature]

JANET L. NORWOOD
Commissioner

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