

**Manhattan-Ogden USD 383  
Manhattan, Kansas**

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**Building foundations for dynamic futures.**

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Board of Education Meeting Agenda  
August 14, 2020  
Via ZOOM Meeting  
Livestreamed on Manhattan-Ogden USD 383 Facebook Page

7:30 a.m. Special Meeting – Ratification of NEA Agreement

- 7:30 a.m.
- 1.0 Roll Call
  - 2.0 Proposed Ratification of 2020-2021 NEA Agreement (A<sup>2</sup>) (Eric Reid) (page 2)
  - 3.0 Adjourn

## ITEM 2.0

**Date:** August 14, 2020  
**To:** Board of Education  
**From:** Superintendent Marvin Wade  
**Re:** Ratification of 2020-21 Negotiated Agreement  
**Prepared by:** Eric Reid, Assistant Superintendent

### **Background Information:**

Negotiating teams for the Board and the Association began meeting on April 2, 2020 to consider changes to the agreement. The teams met six times over the course of four months, completing a tentative agreement on July 23, 2020.

### **Current Considerations:**

The following are the significant changes in the agreement. Other minor changes in names of team members, wording, and dates were also part of the tentative agreement.

In summary, highlights of the new contract include:

- 3.52% compensation package increase
- There was no increase to the base salary (starting salary for a teacher will remain \$41,000)
- Vertical and horizontal steps for experience and education
- Continued coverage of individual health insurance premium
- Moved Wellness Incentive and Postsecondary/CTE Payments to main agreement
- Added LOU supporting Labor/Management Committee
- Added LOU setting time for recommendation on SPED workload balance from committee
- Added LOU supporting staff with three additional sick days if needed due to COVID-19
- Adjusted language in mileage reimbursement
- Adjusted language in Personal/Sick Leave Exchange Benefit
- Adjusted language in Teacher Appraisal Documents
- Adjusted language in mentoring stipend LOU
- Added language in LOU to potentially use remote learning in lieu of inclement weather days
- Adjusted language in LOU for Building Supplemental Fund (formerly MTSS Leadership)

Changes in contract language are attached and highlighted.

### **District Goal:**

Students are well equipped for lifelong success at increasingly higher levels of academic growth, social-emotional development, and postsecondary preparation.

### **District Objective/Strategy:**

2. Provide a culture and environment to promote positive and productive conditions for learning, teaching and working.
- 2B. Enact policies and practices to attract, develop, empower and retain high quality employees.

### **Board of Education Policies:**

HAC Scope of Negotiations (See HAI)

Negotiations shall cover topics that are mandatory or permissibly negotiable under current law.

HAI Preliminary Agreement Disposition

All tentative agreements shall be reported to the board.

### **Financial Implications:**

The tentative agreement is estimated to increase total teacher compensation and expense by approximately \$1,196,714.

### **Recommendation:**

The administration respectfully recommends final approval (A<sup>2</sup>) of ratification of the tentative agreement for 2020-21 as presented.

### **Recommended Motion:**

"I move to give final approval of ratification of the tentative agreement for 2020-21 as presented."

**Between**

**NEA MANHATTAN-OGDEN**

**and**

**MANHATTAN-OGDEN  
UNIFIED SCHOOL DISTRICT  
NO. 383**

**Riley County, State of Kansas**

**2020-21**

# **AGREEMENT**

**between**

**NEA MANHATTAN-OGDEN**

**and**

**MANHATTAN-OGDEN USD 383**

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President,  
NEA MANHATTAN-OGDEN

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President,  
Board of Education  
MANHATTAN-OGDEN USD 383

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Attest:  
Secretary

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Attest:  
Clerk of the Board of Education

**BOARD OF EDUCATION**

Karla Hagemeister, President  
Jurdene Coleman, Vice President  
Kristin Brighton  
Darell Edie  
Curt Herrman  
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Ashley Bonson, Vice President  
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Michael Dorst  
Lew Faust  
Karla Hagemeister  
Curt Herrman  
Kathy Stitt  
Andrew Turner  
Eric Reid

NEA MANHATTAN-OGDEN NEGOTIATION TEAM

Ashley Bonson  
Meggan Eilert  
Dustin Duntz  
Erin Meyer-Gambrel  
Cindy Norris  
Chad Plummer  
Lisa Heller

SUPERINTENDENT OF SCHOOLS

Dr. Marvin Wade

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## PREFACE

The Board of Education of Unified School District # 383 and NEA Manhattan-Ogden hereby declare their intention to work together toward the achievement of common goals of educational excellence to provide the best possible education for all students: and

WHEREAS, they believe the importance of school as an agency for the preservation and extension of our democracy; and

WHEREAS, they are committed to the human rights and dignities of all and to the policies that further this cause; and

WHEREAS, to obtain educational goals, it is imperative that there be cooperation and understanding between teachers in the classroom and the Board of Education which is responsible for the operation of the school system.

WHEREAS, the parties of this Agreement believe that the best interests of public education will be achieved by established procedures on matters of common concern.

THEREFORE, the parties desire to incorporate this Agreement and believe it is in the best interest of the school, community, students, and teachers.

**ARTICLE I  
RECOGNITION**

Pursuant to the provisions of the resolution adopted by the Board on October 5, 1970, the Board recognizes the Association as the exclusive representative for the purpose of negotiation for all contracted, certified professional employees, except administrative employees and school psychologists.

Nothing contained herein shall be construed to prevent any individual or individuals in concert from presenting or making known their position and/or proposals to the Board.

All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

**ARTICLE II  
DEFINITION**

1. The Association: NEA Manhattan-Ogden, affiliated with Kansas National Education Association and the National Education Association.
2. The Board: The Board of Education of Unified School District No. 383, Riley County, Kansas.
3. Superintendent: The Superintendent of Unified School District No. 383, Riley County, Kansas.
4. The School District or School System: Unified School District No. 383, Riley County, Kansas.
5. Teacher: Any contracted professional employee (except administrative employees and school psychologists) employed in a position requiring a certificate/license issued by the State Board of Education, or employed in a professional educational capacity as recognized by the Board of Education.
6. Administrator: All employees so designated by the Board of Education as employed in an administrative capacity.
7. Grievance: A complaint that there has been a deviation, violation, misinterpretation or misapplication of any provision of the Agreement.
8. Whenever the singular is used in the Agreement, it is to include the plural as appropriate.
9. Bargaining Unit: All “professional employees of the Manhattan-Ogden Unified School District No. 383” except administrative employees and psychologists.
10. Day: Unless otherwise designated, it is to be understood to mean a calendar day.

**ARTICLE III  
FAIR PRACTICES**

In accordance with Board of Education policy, no person or persons or department or division responsible to the Board of Education should discriminate against any employee in respect to creed, race, national origin, gender, sexual orientation, age, handicap, marital status, color or membership in any association or with NEA Manhattan-Ogden. In accord with its constitution, NEA Manhattan-Ogden will admit any person to its association on the basis of no discrimination regardless of creed, race, national origin, gender, sexual orientation, age, handicap, marital status, color or membership in any association.

**ARTICLE IV  
SAVINGS CLAUSE**

Except as expressly provided otherwise in the Agreement, the following are vested exclusively in the Board: the determination and administration of Board policy, the operation and management of the schools, the direction of employees and the carrying-out of its other lawful rights and responsibilities.

Any portion of this Agreement which is contrary to law shall be null and void, but the remainder of the Agreement shall remain in full force.

The Board and the Association shall enter into negotiations to replace any provision found to be contrary to law.

**ARTICLE V  
STRIKE PROHIBITION**

The Association affirms that during the term of this Agreement it does not have the right to strike. The Association and its agents will not assist or participate in strikes, sanctions, work slowdown or any concerted effort which is designed to impair the normal operation of the schools.

Should any of the above activities take place the Association President or designee shall be notified by the administration. The association president or designee will immediately instruct the participant(s) that the activity shall cease and desist at once. If the activities continue, it is further understood this agreement shall be voidable by a majority vote of the Board.

**ARTICLE VI  
LENGTH OF CONTRACT**

All attempts should be made to provide an uninterrupted teacher preparation day the day preceding the first student attendance day. Those buildings that have already scheduled events on this day, that cannot be rescheduled, may continue with those events; however, teacher prep time must be provided, equivalent to one contract day before the first student attendance day.

Teachers new to USD 383 shall complete three (3) days of orientation and be compensated at the curriculum rate up to seven (7) hours per day.

The contract days of teachers, exclusive of supplemental or extended time contracts, shall not exceed 189 days.

The non-teaching days of the contract year shall be used for professional development/collaboration, teacher preparation in the classroom, general staff meetings and orientation. Early Learning non-teaching days also include home visits as part of program requirements.

Included with non-teaching days shall be:

Non-Teaching Days

1 day for convocation or administration directed meetings (not to include professional development) before the first day of student attendance to be used at the superintendent's discretion.

Early Learning (18)

2 days prior to school starting

9 days distributed throughout the year (1 of those days being defined as a flexible collaboration day. See below for details)

7 days for home visits (3 ½ before school begins and 3 ½ at the end)

Elementary School Prep Days (6)

2 days before the first day of attendance, one being flexible

½ day on the first day of student attendance

1 day at end of the 1<sup>st</sup> trimester

1/2 flexible day during winter break (or for district-wide professional development activities if the district professional development committee needs all/part of the day for a professional development emergency)

1 day at the end of the 2<sup>nd</sup> trimester  
1 flexible day during the last two weeks of school  
Teachers will be able to leave following check out completion with administrator on the last day

#### Elementary School Professional Days (11)

2 days prior to school starting  
9 days distributed throughout the year (1 of those days being defined as a flexible collaboration day. See below for details)

#### Secondary Prep Days (6)

2 days before the first day of attendance, one being flexible  
½ day on the first day of student attendance  
1 day at end of the secondary 1<sup>st</sup> quarter

1 flexible day between 1<sup>st</sup> & 2<sup>nd</sup> semester (or for district-wide professional development activities if the district professional development committee needs all/part of the day for a professional development emergency)

1 day at the end of the secondary 3<sup>rd</sup> quarter  
½ day on the last day of attendance

#### Secondary Professional Days (9)

2 days prior to the start of school  
7 days distributed throughout the school year (1 of those days being defined as a flexible collaboration day. See below for details)

\*Flexible Collaboration Day: One (1) professional day designated for teacher collaboration at the elementary and high school levels can be used under the following flexible guidelines:

1. Teachers are able to control the content of the collaboration time as long as the time fits regular collaboration expectations.
2. The time is expected to be outside of the normal school day, and during time that is not already covered by a supplemental contract.
3. Teachers are expected to collaborate a minimum of 420 minutes (one day) outside of the normal school day between July 1<sup>st</sup> of the contract year and no later than May 1st.
4. Documentation should be made on Mylearningplan.

### **ARTICLE VII VACATIONS AND HOLIDAYS**

The minimum number of non-paid vacation days and holidays to be allowed for the school term are: Labor Day, Thanksgiving (2 days), Winter recess (7 days), Martin Luther King Day, Spring recess (5 days), and Memorial Day.

### **ARTICLE VIII PROFESSIONAL DAY**

#### Section A – Professional Responsibilities

The Board of Education and NEA Manhattan-Ogden recognize that teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal school day. These duties include but are not limited to lesson planning, student assessment, staff meetings, professional development sessions, curriculum development meetings, school improvement planning meetings, IEP meetings, student conferences, and parent communication. There is also recognition that teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of events, and which will be maintained fairly and evenly to the extent possible throughout the school system.

### Section B – School Day

The school day assignment for teachers will be the normal time that school is in session for students. In no case shall this assignment exceed seven (7) hours and ten (10) minutes, excluding the duty free lunch period, for itinerant teachers who begin their day at a secondary school and end their day at an elementary school; or seven (7) hours, excluding the duty free lunch period, for all other teachers. Teachers will be expected to be in their classrooms and prepared for the start of the school day and to participate in necessary professional responsibilities outside the school day as referenced in Article VIII Section A: Professional Responsibilities.

### Section C – School Closing

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing prior to the start of the school day and the arrival of students. If an inclement weather emergency or other emergency is declared after the arrival of students for the day, teachers will remain on duty until students are assured of a safe placement for the remainder of the day and/or the teacher is dismissed by an administrator.

### Section D – Professional Responsibilities

The Superintendent or designee shall require that all non-emergency faculty and professional development meetings be listed on the school activity calendar at least 30 days in advance as of October 1. Data on the frequency and length of meetings will be reviewed by the association and administration as requested by the association.

### Section E – Routine Schedule

Prior to September 1, each elementary building's certified faculty will meet as a whole to evaluate the before school and after school passing periods and develop a plan for scheduling the duration and supervision of these periods. Each building's plan will take into consideration the following criteria: safety, building space, recognizing teachers as professionals and the best interests of students. Each plan shall meet State and BOE guidelines. Voting on the plan each building develops will be done by the professional staff in each building by secret ballot. Each plan will be submitted to the Superintendent for consideration not later than September 1. The Superintendent must approve each plan before implementation.

## **ARTICLE IX**

### **PREPARATION TIME/RELEASE TIME/OVERLOAD**

#### Section A – Professional Release Time Equity Guidelines

26% ± 1.5% of a teacher's time will be used for professional release time (preparation, planning, collaboration, professional development). This percentage can be calculated by taking a teacher's total yearly professional release time divided by the sum of the yearly contact time with students and total yearly Professional Release Time.

#### Section B – Elementary/Early Learning Professional Release Time

Each elementary teacher shall have an average of 330 minutes per week professional release time (preparation, planning, collaboration, professional development). to meet equity guidelines in Article IX Section A. These minutes will be divided to allow some release time each day unless otherwise mutually agreed by the building principal and the teacher. Effort will be made to provide one uninterrupted 30 minutes of professional release time per day for each teacher.

#### Section C – Middle School Professional Release Time

Each middle school teacher shall have two daily periods of professional release time each quarter, not to conflict with Article IX Section A.

#### Section C-1 – Middle School Non-Core Preparation and Team Time

Non-core teachers will be exempt from home room. They will have an equal amount of planning and team time as core teachers per day. If a non-core teacher is added to a core team they will then be assigned a home room and will still have one plan period and one team time period. Specialist teachers will be defined each year to be either core or non-core by administration.

#### Section C-2 – Middle School Itinerant Team Plan Time

The district shall provide time equivalent to one day per month for loss of plan time or team plan time for middle school itinerant teachers due to the time lost to travel. This time will be decided by the individual teachers and their principals. Days may not accumulate.

#### Section D – High School Professional Release

Each high school teacher shall have one daily period of professional release time for planning and preparations on regular and half-day schedule days, and on one of the two block days each week. During three of the four quarters each teacher will have one additional daily period of professional release time (preparation, planning, collaboration, professional development) on regular and half-day schedule days, and on one of the two block days each week. Administration will attempt to schedule the professional release periods to be on different block days. The one quarter a teacher does not have the additional daily period of professional release time the teacher will be given a duty with student contact. This student contact duty will be assigned after consultation between the teacher and administration concerning the type of duty and quarter it takes place. A need for balancing the amount of teachers each quarter and type of duty will be considered when assigning the duty.

#### Section D-1 – High School Traveling Teacher Stipend

Manhattan High School teachers who are required to travel between MHS-W and MHS-E and who lose planning time due to travel, will receive a \$200 stipend each semester of qualified travel.

#### Section E – Secondary

If a secondary teacher is on an overload their remaining release period is for planning and preparation.

#### Section F – Special Education Staffing and Conference Meetings

The building principal will attempt to schedule special education staffing and conferences at times other than the teachers' planning periods.

#### Section F-1 – Special Education

The district shall provide enhanced planning time for full-time special education teachers assigned to self-contained classrooms. This time shall be in the form of one-half day release per month.

#### Section G – Professional Release Time Exception

It is recognized that there may be times regularly scheduled professional release time may need to be used for professional activities other than preparation, planning, collaboration, or professional development. These professional activities that encroach upon or diminish a teacher's built in professional release time for professional employees should be the exception rather than the rule. Schedules and use of certified support personnel should be adjusted whenever possible to reduce the loss of professional release time.

#### Section H – Budget Impact

If budget reductions impact current practice for professional release time, both negotiations teams will need to meet to address equity needs across the district.

#### Section I – Non-Teaching collaboration days at all levels

Collaboration guidelines and principles:

Collaboration time is designated for teachers to interact with other teachers, administrators, and support staff in a professional relationship to improve student performance. Organization and planning for collaboration time is necessary for productive activities and scheduling of staff, equipment and meeting space. The principal and/or the Building Professional Development Committee along with teaching staff will share in the planning process of designating the amount of time used for building/district collaboration versus teacher led collaboration. No more than half of the time will be designated by building administration or district administration.

The intent of collaboration days is to provide time for teachers to have flexibility in their selection and planning of activities, yet be accountable for the use of the time. Collaboration time is also important for the collective pursuit of advancing building and district goals. IDP points may be earned if activities meet the criteria and are approved through the professional development approval process.

Teacher Led Collaboration is defined, selected, organized, and conducted by teachers. District/Building Collaboration is defined by administration but is conducted by teachers working in collaborative teams. This may start and end with the whole building. However, smaller subgroups should meet to complete the expected task/goal.

Suggested criteria for use of collaboration time:

1. Organized collaborative vertical and horizontal groups of teachers, as well as special education, Title I, specials, etc. may be created for the purpose of engaging in professional learning community activities to improve student performance.
2. Organized coordinating of plans, lessons, equipment, technology, resources etc. with other teachers.
3. Organized planning with other teachers for implementation of district standards, curriculum, programs, textbooks, etc.
4. Organized professional development, such as sharing expertise, strategies, processing learning, and planning implementation.
5. Organized professional information and data analysis, sharing, discussions and planning to meet the needs of students and improve student performance for individuals, groups, and classes of students.

In order to protect the integrity of collaboration time, the following criteria are to be followed:

- The administration will avoid requiring professional development activities, and faculty meetings will not be held during collaboration time.
- Administration and special education professionals will refrain from scheduling IEP meetings during collaboration time.
- Collaboration time may not be used for, personal appointments, personal activities, or celebrations, such as birthdays, baby showers etc.
- Collaboration time may not be used for personal plan time.
- Collaboration will take place in the school or principal approved off site facility.

#### Section J – Overload

Overload (definition) – An overload will be defined as required student contact time in lieu of professional release time regularly provided during the school day. Any teacher, regardless of teaching assignment, who loses contracted professional release time provided during the school day to supervise students on a regular basis will be considered to be on overload. All overload assignments must be approved by the Superintendent or designee. Overload pay will be based on the following:

#### Section J-1 – Elementary/Early Learning Overload

Any assignment not receiving an average of 330 professional release time minutes per week on a regular basis.

#### Section J-2 – Middle School Overload

Any assignment not to exceed student contact time of 6 of 8 periods any quarter.

#### Section J-3 – High School Overload

Any assignment not to exceed 5 of 7 periods plus advisory any quarter except 1 quarter which may be 6 of 7 periods plus advisory.-

#### Section J-4 – Special Education Overload

Special Education will follow the above parameters in Section J-1, 2 & 3 for an assigned overload.

When a situation occurs that a special education teacher is required to supervise one or more students on a regular basis during their scheduled professional release time due to student needs it needs to be approved by the Superintendent or designee.

When an unavoidable situation occurs that a special education teacher is required to supervise one or more students during their scheduled professional release time, they are eligible to be reimbursed for the lost time.

In either situation, it is the responsibility of the teacher to maintain accurate records of the time lost. Timecards will be turned in to the principal for review and passed to the Director of Special Education for approval.

#### Section K – Overload Compensation

Teachers who accept, or are assigned, an additional assignment as defined in the overload language in any part of Section I will be compensated based on the following:

#### Section L-1 – Elementary/Early Learning



**Percent of Professional Release Time Loss** = minutes loss per week ÷ 5 days per week ÷ 60 minutes per hour  
**Per Semester Overload Pay** = annual contracted base salary\* ÷ 189 contracted days ÷ 6.58 hours per day x percent of professional release time loss x student contact days of additional assignment

Section L-2 – Middle School

**Per Semester Overload Pay** = annual contracted base salary\* ÷ 189 contracted days ÷ 8 periods per day x student contact days of additional assignment

Section L-3 – High School

**Per Semester Overload Pay** = annual contracted base salary\* ÷ 189 contracted days ÷ 7 periods per x student contact days of additional assignment

**Per Year Overload Pay** = annual contracted salary\* ÷ 189 contracted days ÷ 7 periods per x student contact days x .75

\*Individual's placement on salary schedule without any longevity pay, bumps or supplemental contracts.

**ARTICLE X  
NONINSTRUCTIONAL STUDENT SUPERVISION**

The Board recognizes the necessity for and importance of each teacher having an uninterrupted lunch period. The Board agrees to continue to administratively attempt to provide all teachers with a duty-free lunch period of no less than thirty (30) minutes each day. Teachers may leave the building without requesting permission during their duty-free lunch period. In emergency situations, principals may call upon teachers to supervise during the lunch period. Such action shall be considered temporary and the situation corrected as soon as possible. Teachers will be compensated, according to Article XIV, for time worked during their daily duty-free lunch after completing appropriate documentation.

Where possible, student supervision before and after school will be by non-certificated/licensed personnel.

**ARTICLE XI  
SALARY SCHEDULE**

Section A – Definition and Placement

1. Each new teacher is placed on the schedule as determined by the administration and the Board of Education.
2. The Board of Education emphasizes that the salary schedule is a minimum schedule.
3. Teachers with Kansas Life Certificates shall conform to professional growth requirements of USD 383 to be eligible for advancement on the salary schedule. All teachers with renewable certificates/licenses shall meet the educational requirements of the Kansas State Department of Education.
4. To qualify for salary under the Bachelor's degree plus fifteen (15) hours, Bachelor's degree plus thirty-six (36) hours, Master's degree, Master's degree plus fifteen (15) hours or Master's degree plus thirty (30) hours, the additional hours must be completed subsequent to the last hours completed to qualify for a degree, be graduate hours, and/or equivalency credit. Graduate hours completed must be in the teacher's major or minor teaching field or be applicable to his/her Individual Development Plan approved by his/her immediate supervisor. All college courses must be submitted for approval to the Executive Director of Teaching and Learning and the Director of Human Resources. Failure to pre-submit may result in non-approval of hours earned.

A teacher who disagrees with a decision by the Executive Director of Teaching and Learning and the Director of Human Resources may file an appeal with the Equivalency Credit Appeals Committee. The teacher shall file the appeal in writing within ten (10) days from the date of the decision of the Executive Director of Teaching and Learning and the Director of Human Resources. Within ten (10) days after such written appeal is filed, the teacher and the Equivalency Credit Appeals Committee shall meet to hear the appeal.

In the event an appeal has not been satisfactorily resolved by the Appeals Committee, the teacher may file

within five (5) working days of the Appeals Committee's written decision a copy of the appeal with the Board of Education. The Board shall file an answer within twenty (20) days. The Equivalency Credit Appeals Committee shall be comprised of the following members to be appointed by the Superintendent:

- a) Two teachers – one elementary and one secondary
  - b) Two administrators – one elementary and one secondary
  - c) Superintendent or Associate Superintendent
  - d) One representative from the Department of Teaching and Learning
  - e) One representative from PDC
  - f) One representative from NEA Manhattan-Ogden.
5. Teachers must furnish official evidence or transcript of credit completed by September 3 of the current school year to qualify for a classification change.
  6. Only one Bachelor's or Master's salary differential shall be paid to a teacher with two or more Bachelor's or Master's degrees.
  7. Teachers with 90 days or more classroom teaching experience will be granted one full year of credit on the salary schedule.
  8. A teacher may advance only one step vertically on the salary schedule in any one year.
  9. Equivalency Credit
    - a) The Equivalency Credit Program will be utilized to facilitate horizontal movement on the salary schedule of the District. An equivalency credit may be earned in place of graduate credit. Equivalency credit proposals are based on the action research model.
    - b) To obtain application and impact points for equivalency credit, teachers must complete an action research project proposal and submit it online at [www.mylearningplan.com](http://www.mylearningplan.com). Equivalency credit will be awarded when the completed action research project has been approved by PDC.
    - c) The Equivalency Credit Review Committee will be a sub-committee of PDC. Representatives will consist of elementary and secondary faculty, administrators and a representative from the Department of Teaching and Learning. The committee will consider applications on an ongoing basis.
    - d) Salary advancement utilizing equivalency credits will be based on the following:
      1. Movement from BS to BS + 15, Maximum 9 equivalency credits or 180 points.
      2. Movement from BS + 15 to BS +36, Maximum 9 equivalency credits or 180 points.
      3. Movement from Master's to MS + 15, Maximum 9 equivalency credits or 180 points.
      4. Movement from MS + 15 to MS + 30, Maximum 9 equivalency credits or 180 points.
      5. Undergraduate hours will not be accepted for salary advancement unless a new curriculum requires a teacher to enroll in undergraduate hours and the building administrator approves those undergraduate hours.

Equivalency credit cannot be used for state certification/licensure renewal.

#### Section B – Longevity Increment

A longevity increment will be granted to individuals after one (1) year of service after reaching step eighteen (18) of the MS + 30 and/or Doctorate column of the degree schedule.

Beginning the 2018-2019 school year, all teachers who have earned longevity steps will be placed at the position in the longevity step equal to their current salary plus current longevity. All other teachers who are eligible to earn longevity steps will move to the first position in the longevity steps. The longevity steps may not be used for starting salary for a new employee.

Teachers will move within the longevity steps as regular movement until such time as they have reached the bottom of their respective column. At this time, there will be no further movement associated with the longevity. Teachers already beyond the bottom longevity step will continue to receive their current longevity payment amount each year. Teachers may, however, move horizontally by earning their PHD/ED.

#### Section C – Bottom Step Salary Adjustment

A bottom step increment of \$450 will be grand fathered to teachers who move to the bottom steps of the salary schedule for the 2004-2005 school year. Those already on the bottom steps will continue to receive the increment. This replaces the \$450 that was removed from the bottom steps of the 2003-2004 salary schedule for the 2004-2005 school year.

Teachers who received the \$300 bottom step adjustment in 2004-2005 will continue to receive the adjustment.

#### Section D – Hourly Wage

Teachers covered by this agreement employed as hourly instructors shall be paid a minimum of \$18.00 per hour for each authorized instructional hour. Teachers covered by this agreement will be paid a minimum of \$18.00 per hour for authorized professional development and/or curriculum work assigned beyond the regular professional day and length of contract.

#### Section E – Bus/Van Driving

Teachers/activity sponsors who drive vans in connection with a school-sponsored student activity will have the option of being reimbursed at the rate paid to district bus drivers for activity trips or not receive compensation allowing the money to remain in the activities fund. Pay for driving time will begin once the professional duty day is complete at the teaching site of the driver, but drivers will not receive bus driver pay during wait time if already on a supplemental contract for the activity.

Teachers/activity sponsors under supplemental contracts, with administrative approval, who drive district busses on activity trips will be paid the drivers rate for actual driving time to and from an event. They will not receive bus driver pay during wait time if already on a supplemental contract for the activity. Teachers/activity sponsors driving busses will be reimbursed at the rate paid to district bus drivers for activity trips. Teachers/activity sponsors may waive compensation, allowing the money to remain in the activities fund. Pay for driving time on busses does not depend on the duty day of the teacher/activity sponsor.

The district will provide required DOT Physical, CPR/First Aid, Defensive Driving, and CDL training if needed for teacher/activity sponsors interested in driving busses.

#### Section F – National Board for Professional Teaching Standards Certified Teacher

Teachers who are employed full time and have received certification/licensure issued by the Kansas State Board of Education from the National Board for Professional Teaching Standards for a 10-year certificate/license will receive an additional \$2,000 per year in addition to the payment required by state law, during the period his/her National Board Certification is valid.

Section G – Degree Salary Schedule

USD 383 MANHATTAN-OGDEN						
SALARY SCHEDULE						
2020-2021						
Step	BS	BS+15	BS+36/MS	MS+15	MS+30	PHD/ED
0	41,000	42,175	43,515	44,690	46,075	47,250
1	41,585	42,760	44,155	45,330	46,785	47,960
2	42,170	43,345	44,795	45,970	47,495	48,670
3	42,755	43,930	45,435	46,610	48,205	49,380
4	43,340	44,515	46,075	47,250	48,915	50,090
5	43,925	45,100	46,715	47,890	49,625	50,800
6	44,510	45,685	47,355	48,530	50,335	51,510
7	45,095	46,270	47,995	49,170	51,045	52,220
8	46,180	47,355	49,110	50,285	52,230	53,405
9		47,940	49,750	50,925	52,940	54,115
10			50,390	51,565	53,650	54,825
11			51,030	52,205	54,360	55,535
12			52,145	53,320	55,545	56,720
13			52,785	53,960	56,255	57,430
14			53,425	54,600	56,965	58,140
15				55,240	57,675	58,850
16				56,355	58,860	60,035
17					59,570	60,745
18					60,280	61,455
19**					60,990	62,165
20**					61,700	62,875
21**					62,410	63,585
22**					63,120	64,295
23**					63,830	65,005

\*Nurses regular placement on salary schedule

\*\*Longevity Steps under Article XI Section B

## Section H – Advanced Payment

### Optional Advanced Payment for New Hire Teachers

The Board and NEA Manhattan-Ogden agree to provide a program for teachers new to the district who have been approved by the second August Board of Education meeting to request a \$500 advance from their September pay check.

## Section I – Other

1. Teachers whose resignation or retirement has been approved by the Board by November 30 would receive \$500 for advanced notice of their retirement or resignation; teachers whose resignation or retirement has been approved by the Board by February 22 would receive \$250 for advanced notice of their retirement or resignation. This would only apply to teachers who have completed their contract year.
2. Teachers resigning or retiring after the 14<sup>th</sup> calendar day after the third Friday in May will be required to compensate the district for liquidated damages for late notice prior to Board approval according to the following schedule:
  - a. 14<sup>th</sup> calendar day after the third Friday in May through June 14: \$500
  - b. June 15 through June 30: \$1000
  - c. Resignations or retirements received July 1 or after will be approved by the Board after payment of a \$2,000 liquidated damage assessment and when a suitable replacement is found. The payment of liquidated damages does not bind the board to accept and approve a resignation or retirement. If a resignation or retirement is not approved the payment will be returned to the teacher.
3. Waiver
  - a. Liquidated damages may be waived when the Superintendent or his/her designee Director of Human Resources determines the professional educator is compelled to resign or retire for medical/family emergencies or in the event of a compulsory transfer of the professional educator's spouse. Verification of such reasons may be required.
  - b. The Superintendent or designee may waive the above terms of resignation or retirement on a case-by-case basis.

## **ARTICLE XII HEALTH INSURANCE**

### Section A – Single Low Option Plan

The Board of Education will pay up to \$414.20 per month for the single low option plan for each teacher employed half-time or more toward Board-approved group health insurance. Teachers employed less than half time are not eligible for coverage or membership in the group plan. The board will not pay the \$414.20 per month to the salary or "other" benefit in lieu of health insurance coverage.

If both the husband and wife are employed by a covered district employee group, the equivalent of two contributions at the single low option plan rate will be made.

The district's Health Insurance Committee shall be comprised of representatives from all employee groups covered by the district's health insurance. The teachers on the committee shall be selected by the Superintendent or his/her designee in consultation with the Association's leadership. The District Health Insurance Committee shall prepare and submit a report and recommendations to the Superintendent and the Association each year.

### Section B – Wellness Incentive

In order to qualify for the full amount of the health insurance premium to be funded by the District, health insurance enrollees will be required to:

1. Provide documentation of a physical examination with a physician or physician's assistant.
2. Provide documentation of completing a Health Risk Assessment.
3. Provide documentation of completing a Bio-metric blood screening.
4. Certify that you are tobacco free or provide documentation of completing a tobacco cessation program.

These four requirements must be completed between July 1 and June 30 each year. The Human Resource Director may allow additional time for the requirements to be completed, as long as the enrollee has been in contact and requirements are completed before benefit enrollment.

Health insurance participants who fail to meet these requirements by the established deadline will contribute \$25/month towards their health insurance premium beginning with the new plan year and continuing throughout the plan year.

In order to get the full amount of monthly premium paid by the District, as referenced in Article VII: Health Insurance, a Teacher would be required to participate in the above activities and provide adequate documentation.

This section does not apply to Teacher retirees who are eligible for health insurance under Article XIII: Employer provided 403b Plan or for teachers new to the district.

### **ARTICLE XIII EMPLOYER PROVIDED 403b PLAN**

#### Section A – Retirement Supplement

Teachers retiring who qualify for Kansas Public Employees Retirement without a reduction in benefits will be awarded a retirement supplement based on the schedule below.

Teachers retiring who do not qualify for KPERS retirement without a reduction in benefits will not receive a retirement supplement.

10-14 years of District Service	\$500
15-19 years of District Service	\$750
20-24 years of District Service	\$1000
25-29 years of District Service	\$1500
30 or more years of District Service	\$2000

Section A sunsets on July 1, 2022.

#### Section B – Eligibility for 403b Supplement

Certificated/licensed employees of USD 383 who may find it necessary or desirable to retire from employment with the District may qualify for early retirement under the terms and conditions set forth herein.

1. Eligibility: An employee is eligible for early retirement if said employee:
  - a) Is currently a full-time employee.
  - b) Has twenty (20) or more years of teaching and/or school administration experience, fifteen of which shall be service to USD 383.
  - c) Qualifies for Kansas Public Employees Retirement without a reduction in benefits.
2. Benefits: A qualified employee electing to retire early under KPERS without a reduction in benefits will receive benefits based on Section C through J.

#### Section C – Current Retirees' Benefits

Current retirees who are eligible to retire as defined in Section B and have submitted a letter of retirement prior to June 30, 2008 will continue the same retirement payment as outlined in the 2007-2008 Agreement. They also will receive a single health insurance plan to age 65.

#### Section D – Retirement Transition to Pre-funded 403b Plan

1. Teachers who meet the negotiated agreement criteria in Section B, are eligible to retire under KPERS with full benefits between December 31, 2008 and July 1, 2015, and have 66 months or less between the date of retirement under KPERS and age 65, will be eligible for the following benefits:
  - a) 403(b) plan contribution of 10% per year of the last annual salary, as defined in Section J, for up to 66 monthly payments or to age 65, whichever is less.
  - b) Health insurance plan to age 65. A teacher eligible to retire under this section shall receive 100% of the district single low option health insurance plan until age 65, regardless of when the teacher actually retires.
2. Teachers who meet the negotiated agreement criteria in Section B, are eligible to retire under KPERS with full benefits between December 31, 2008 and July 1, 2015, and have more than 66 months between the date of retirement under KPERS and age 65, will be eligible for the following benefits:

- a) Monthly 403(b) plan contributions beginning within thirty days after the date of KPERS retirement for the balance of the first calendar year, plus a maximum of sixty monthly payments to age 65. Total payout shall be determined by computing the present value of the payments that would have been due (based on ten percent of the amount calculated as outlined in section J), less the employee’s share of FICA. The discount rate used to calculate present value is 7% per year.
- b) Health insurance plan to age 65. A teacher eligible to retire under this section shall receive 100% of the district single low option health insurance plan until age 65, regardless of when the teacher actually retires.

An employee who is eligible for retirement under section D is not eligible for benefits under sections E and F.

Section E – Pre-funded Retirement Plan

Teachers who meet the negotiated agreement criteria and retire under KPERS with full benefits after July 1, 2015 and by July 1, 2022 will have the following benefits:

- 1. 403(b) plan contribution of ten percent per year of the employee’s last annual contracted salary, as defined in Section I, divided into monthly payments for the number of months remaining from the date of retirement to age sixty-five. These payments shall end at age 65 or after 60 months, whichever occurs first. In no event shall these payments extend longer than 60 months.

- 2. Fund portion of health insurance benefit to age 65 as follows:  
For all teachers eligible to retire after July 1, 2015 and by July 1, 2022, the district will fund a single low option health premium at the following rates in each district fiscal year:

2015-2016	90%
2016-2017	80%
2017-2018	70%
2018-2019	60%
2019-2020	50%
2020-2021	40%
2021-2022	30%
2022-2023	20%
2023-2024	10%
2024-2025	0%

Each year the teacher is retired, percent of support will change.

For example, an individual retiring in 2016 would receive 80% in 2016, 70% in 2017, 60% in 2018 etc. A teacher eligible to retire in 2016, but not choosing to retire until 2020 would receive 40% in 2020, 30% in 2021, and 20% in 2022 etc.

The Board will not support retirees’ health insurance after 2025.

- 3. Health Insurance – All retirees are eligible to purchase the district’s health insurance coverage plan (COBRA) up to age 65.
- 4. Should a federal or state universal health insurance program be implemented which would provide coverage for eligible district employees and retirees, the universal health coverage would replace the benefit being provided by the district.

Section F – Pre-funding Schedule

Employer and Employee Paid Contributions

- 1. A Retirement Plan Portfolio will be established for each teacher employed in USD #383. This portfolio will contain up to two (2) accounts. An Employer Paid Account will be initiated for each teacher. An Employee Paid Account will be initiated for each teacher at his/her request.
- 2. USD #383 will make contributions based on the following schedule:  
Annual pre-funding contributions to a 403(b) plan as follows:  
1-9 years of District Service - \$440  
10-15 years of District Service - \$690

16+ years of District Service - \$940

per contract year into each full time teacher’s Employer Paid Account. Contributions will be prorated for teachers who work less than full time in a certified position and/or are employed for less than a full contract year.

- 3. Upon beginning his/her 6th contiguous year as a teacher employed by USD #383, each teacher will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the teacher is 100% vested upon beginning his/her 15th contiguous year with USD #383.

Vesting Schedule:

Year(s)	Amount Vested
1 – 5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

A teacher who terminates employment with USD #383 after the beginning of his/her 6<sup>th</sup> year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon returning to a teaching position with USD #383 at a future date.

- 4. A teacher may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A teacher who chooses to make contributions into his/her Employee Paid Account will be fully vested in this account immediately.
- 5. The USD #383 Retirement Plan Oversight Committee, made up of representatives from the Board of Education, administration and NEA Manhattan-Ogden, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher’s Employer Paid Account and his/her Employee Paid Account. Employer Paid Contributions for teachers who do not make investment elections will be placed in the Moderate investment track.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

- 6. A teacher may access the vested portion of his/her Employer Paid Account upon termination of an employment contract with USD #383.
- 7. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
- 8. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education of USD #383.

Section G – Application

Application: An employee desiring to retire must notify the Human Resources Office by April 5. Failure to notify Human Resources may result in the loss of employer paid benefits.

Section H – Termination of Benefits



Termination of Benefits: All retirement benefits, including the option to maintain single coverage health insurance, shall automatically terminate at the time an employee reaches age sixty-five (65). The final year partial payment will be pro-rated on the basis of the number of months covered to age sixty-five (65). If death should occur to the recipient prior to age sixty-five (65) the Board of Education will honor the agreement for that school year only. If annual contribution has not been made at the time of death, said contribution shall be paid to the employee's 403b account.

Section I – Code Section 409A

Code Section 409A: This program shall comply with and satisfy the applicable provisions of the Internal Revenue Code (the "Code"), including, but not limited to, Code Section 409A. In furtherance thereof, payment of benefits under this program shall satisfy the following requirements:

1. Except as otherwise permitted by law, no interpretation, modification, alteration, amendment, or complete or partial termination of this program or any provision of this program shall cause or permit acceleration of the time or schedule of any payment under the program.
2. No payment under the program shall be made prior to an employee's separation from service.

Section J – Calculation of Last Annual Salary

Calculation of the last annual contracted salary includes the amount of the base contract and supplemental pay, but does not include such pay as, extended days, overload assignments, summer school, or other hourly salary payments.

Section K – Payment for Unused Sick Leave

Teachers who qualify for Kansas Public Employees Retirement without a reduction in benefits will be paid for each day of unused sick leave subject to the following conditions:

1. Teachers retiring who do not qualify for Kansas Public Employees Retirement without a reduction in benefits will not receive pay for unused sick leave.
2. Eligible teachers will be paid on the following table for unused sick leave.

Days of unused sick leave	Pay
85-90	\$3000
75-84	\$2500
65-74	\$2000
55-64	\$1500
40-54	\$1000
Less than 40	\$15 per day

3. Payment will be made with the employee's last check and shall be subject to all applicable deductions.

Section L – Postsecondary Concurrent Credit Faculty Stipend

General Education Faculty Reimburse Rate (GEFR)

The faculty reimbursement rate is based off of the per credit amount that the Kansas Board of Regents postsecondary service provider for USD 383 (Manhattan Area Technical College) reimburses the district for general education courses Excel in CTE\* courses). The GEFR will be determined by the Memorandum of Understanding (MOU) between USD 383 and Manhattan Area Technical College.

- $GEFR * \frac{1}{2} * (\# \text{ of credits}) = \text{Concurrent Course Faculty Stipend per section}$
- $GEFR * \frac{1}{2} * (\# \text{ of credits}) = \text{funds per section that are provided to the content area within the department for facility enhancements, equipment, technology, etc.}$   
If enrollment numbers do not meet the threshold set by MATC, and they agree to offer at a reduced rate a concurrent class section, the formula will be amended to:
- $GEFR \text{ Reduced rate} * \frac{1}{2} * (\# \text{ of credits}) = \text{Concurrent Course Faculty Stipend per section}$
- $GEFR \text{ Reduced rate} * \frac{1}{2} * (\# \text{ of credits}) = \text{funds per section that are provided to the content area within the department}$

Excel in CTE Faculty Reimburse Rate Courses:

MATC will provide USD 383 with a percentage of the amount of tuition reimbursement per student that they receive from the state.

- $GEFR * \frac{1}{2} * (\# \text{ of credits}) = \text{Concurrent Course Faculty Stipend per section}$
- After the amount for the Concurrent Course Faculty Stipend is determined, the remainder will be placed into the content area within the department. This has the potential to be a sizable amount of funding and is earmarked to allow for the continued growth of these programs through the ability to make purchases that are typically very expensive (i.e. computers, welders, CAD equipment).
- Since the MATC Excel in CTE\* concurrent courses do not have a minimum number of students required to offer the class and considering that a small enrollment section of an Excel in CTE class could exist then the instructor/content area funds will be divided 50%/50% until the amount reaches the threshold of the aforementioned faculty stipend formula.
- 

\*Excel in CTE, formerly known as SB 155: Career Technical Education Incentive Program enacted in 2012.

**ARTICLE XIV  
TEACHER LEADERSHIP SUPPLEMENTALS  
BASE (\$37,500)**

<b>SIZE OF DEPARTMENT CERTIFICATED STAFF</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
2-4 Staff	.03	\$1,125
5-6 Staff	.04	\$1,500
7-8 Staff	.05	\$1,875
9-10 Staff	.06	\$2,250
11-12 Staff	.07	\$2,625
13-14 Staff	.08	\$3,000
15-16 Staff	.09	\$3,375
17 + Staff	.10 or .03 + 1hr	\$3,750 \$1,125+1hr
<b>POSITION</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
Dir. Inst. Music	.03	\$1,125
Lead Teacher – 4		
Language Arts	.03	\$1,125
Social Studies	.03	\$1,125
Science	.03	\$1,125
Math	.03	\$1,125
Technology Lead Teacher	.04	\$1,500
PDC District Chairperson	.03	\$1,125
PDC Building Chairs	.02	\$750
KESA Chair	.02	\$750
SIT Chair	.03	\$1,125
SIT Cmt. Members (3 per Elem. Blg)	.02	\$750
Bully Prevention Trainer	.04	\$1,500
Bully Prevention Building Coordinator	.02	\$750
Team Leader	.03	\$1,125
Teacher Advisor Coordinator	.04	\$1,500
Voc. Music – Elem.	.02	\$750
Voc. Music Coordinator	.04	\$1,500
Art Coordinator	.04	\$1,500
Intramural Director/Elem. PE Coordinator	.08	\$3,000
Special Ed Para Coordinator MHS	.02	\$750
District Program Special Ed Instructor	---	\$1,000

Outdoor supervisors will be reimbursed at the rate of \$10.00 per hour for hours as assigned.

SIT permanent committee salaries may be shared if more than four are appointed to the permanent committee by the principal.

**ARTICLE XV  
STUDENT ACTIVITY SUPPLEMENTARY  
SALARY SCHEDULE**

Section A – Placement and Evaluation

1. All certificated/licensed employees shall be eligible for student activity supplementary pay positions.
2. Building principals will be responsible for the assignment of personnel for student activities.
3. Building principals will be responsible for the evaluations of personnel receiving student activity supplementary pay.
4. The specific duty and amount of compensation will be listed on the teacher’s contract.
5. Those receiving supplementary pay will be placed on the student activity supplementary schedule and compensated at not less than the amount listed.
6. No person assigned to supplemental position will acquire tenure in that position.
7. Re-evaluation of factor and base weights for each student activity supplemental position shall occur annually.
8. The student activity supplementary salary schedule is to be open so that individual schools can fill individual needs.

Section B – New Student Activities

All proposals originating from the staff for new student activities shall be submitted in writing to the Supplementary Pay Review Board. Proposals approved by the Supplementary Pay Review Board shall be presented to the Board for approval and funding.

Section C – Supplementary Pay Review Board

1. A Supplementary Pay Review Board shall meet in February to review the annual re-evaluation of factor and base weights assigned to each student activity and to hear appeals from any staff member regarding factor weighing of his/her or any other students activity supplemental pay position. The Board will determine which sports, as recommended by the High School Principal and Athletic Director, shall qualify for designation as eligible for additional points for “extraordinary community pressure.”
2. Membership of the Supplemental Pay Review Board shall consist of eight (8) persons, appointed by the Superintendent, in consultation with the Association leadership, one from each curriculum level (elementary, middle school, senior high), the associate superintendent in charge of personnel, high school activity director and secondary athletic directors. No person on the Review Board shall hold a supplementary pay position.
3. The Supplementary Pay Review Board shall prepare and submit a report and recommendations to the Superintendent and the Association by March 1 each year.

Section D – Student Activity Salary Schedule

For information on calculation of points, see Appendix.

(\$37,500Base)

POINTS	PERCENTAGE OF BASE	SALARY SCHEDULE
0-15	.01	\$ 375

16-20	.02	\$ 750
21-25	.03	\$ 1,125
26-30	.04	\$ 1,500
31-35	.05	\$ 1,875
36-40	.06	\$ 2,250
41-45	.07	\$ 2,625
46-50	.08	\$ 3,000
51-55	.09	\$ 3,375
56-60	.10	\$ 3,750
61-65	.11	\$ 4,125
66-70	.12	\$ 4,500
71-75	.13	\$ 4,875
76-80	.14	\$ 5,250
81-85	.15	\$ 5,625
86-90	.16	\$ 6,000
91-95	.17	\$ 6,375
96+	.18	\$ 6,750

Adjustments for Designated Sports w/Extraordinary Community Pressure

100-105	.19	\$ 7,125
106-110	.20	\$ 7,500
111-115	.21	\$ 7,875
116-120	.22	\$ 8,250
121-125	.23	\$ 8,625
126-130	.24	\$ 9,000
131-135	.25	\$ 9,375
136-140	.26	\$ 9,750
141-145	.27	\$ 10,125
146-150	.28	\$ 10,500

Section E – Assignments

**ELEMENTARY**

POSITION: Intramural Sponsor	NUMBER OF STAFF: Varies	Salary: \$10.00 per hour
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**MANHATTAN HIGH SCHOOL**

POSITION	NUMBER OF STAFF	POINTS	SALARY
AFS Sponsor	1	40	\$2,250
Band – Associate Director of Bands	1	80	\$5,250
Band – Director of Bands	1	101	\$7,125
Band – Assistant Band Director	2	23	\$1,125
Band – Band Instructor	1	18	\$ 750
Band – Director of Blue Notes	1	51	\$3,375
Baseball – Boys Head	1	77	\$5,250
Baseball – JV	1	57	\$3,750
Baseball – Asst. Varsity	1	43	\$2,625
Baseball – Fresh. Head	1	43	\$2,625
Baseball – Fresh. Asst.	1	33	\$1,875
Basketball – Boys Head	1	99+40	\$9,750
Basketball – Asst. Boys	1	77	\$5,250
Basketball – Soph. Boys	1	61	\$4,125
Basketball – Fresh. Boys	1	63	\$4,125
Basketball – Fresh. Asst. Boys	1	53	\$3,375

Basketball – Girls Head	1	99+40	\$9,750
Basketball – Asst. Girls	1	77	\$5,250
Basketball – Soph. Girls	1	61	\$4,125
Basketball – Fresh. Girls	1	63	\$4,125
Basketball – Fresh. Asst. Girls	1	53	\$3,375
Black Student Union	1	15	\$375
Black Student Union East	1	15	\$375
Bowling – Head	1	54	\$3,375
Bowling – Asst.	1	41	\$2,625
Cheerleading – Head Varsity	1	87	\$6,000
Cheerleading – Asst. Varsity	1	73	\$4,875
Cheerleading – Wrestling	1	49	\$3,000
Cheerleading – Fresh.	1	43	\$2,625
Cheerleading – Soph.	1	43	\$2,625
Class Sponsor – Fresh.	1	15	\$375
Class Sponsor – Soph.	1	15	\$375
Class Sponsor – JR	1	45	\$2,625
Class Sponsor – SR	1	15	\$375
Club Sponsor – Auto Tech	1	15	\$375
Club Sponsor – Foreign Lang.	3	15	\$375
Club Sponsor –Medical Explorers	1	24	\$1,125
Club Sponsor – Science Olympiad	1	35	\$1,875
Dance Team – Head	1	85	\$5,625
Dance Team – Asst.	1	73	\$4,875
Debate/Forensics – Head	1	83	\$4,125
Debate/Forensics – Asst.	2	65	\$4,125
Drama	1	81	\$5,625
Drama – Asst.	1	47	\$3,000
BPA	1	24	\$1,125
FCCLA	1	79	\$5,250
FFA	1	51	\$3,375
Football – Head	1	99+48	\$10,500
Football – Head Asst.	1	87	\$6,000
Football – Equip Mgr.	1	84	\$5,625
Football – Assist.	3	84	\$5,625
Football – Soph.	4	65	\$4,125
Football – Fresh. Head	1	84	\$5,625
Football – Fresh. Assist.	3	49	\$3,000
FTA	1	11	\$375
Golf – Boys	1	53	\$3,375
Golf – Boys Assist.	1	43	\$2,625
Golf – Girls	1	53	\$3,375
Golf – Girls Assist.	1	33	\$1,875
Key Club	1	50	\$3,000
National Honor Society	1	28	\$1,500
Orchestra – Director of Orchestra	1	83	\$5,625
Orchestra – Asst. Orchestra Director	1	57	\$3,750
Orchestra – MHS Musical Pit Dir.	1	48	\$3,000
Publications	1	79	\$5,250
Robotics	1	61	\$4,125
Robotics – Assistant	2	51	\$3,375
Scholar Bowl Sponsor	1	59	\$3,750
Scholar Bowl – Assist.	1	33	\$1,875
Soccer – Boys	1	87	\$6,000
Soccer – Boys Assist.	1	57	\$3,750

Soccer – Fresh. Boys	2	43	\$2,625
Soccer – Girls	1	87	\$6,000
Soccer – Girls Assist.	1	57	\$3,750
Softball	1	77	\$5,250
Softball – JV	1	47	\$3,000
Softball – Assist.	1	43	\$2,625
Softball – Fresh.	1	43	\$2,625
Softball – Fresh. Assist.	1	33	\$1,875
STUCO	1	50	\$3,000
STUCO – Assist.	1	31	\$1,875
STUCO – Assist. East	1	30	\$1,500
Swimming – Boys	1	78	\$5,250
Swimming – Boys Assist.	1	43	\$2,625
Swimming – Boys Diving	1	43	\$2,625
Swimming – Girls	1	78	\$5,250
Swimming – Girls Assist.	1	43	\$2,625
Swimming – Girls Diving	1	43	\$2,625
Tennis – Boys	1	56	\$3,750
Tennis – Boys Assist.	1	43	\$2,625
Tennis – Girls	1	56	\$3,750
Tennis – Girls Assist	1	37	\$2,250
Thespians	1	51	\$3,375
Track – Cross Country	1	83	\$5,625
Track – Cross Country Assist.	2	43	\$2,625
Track	1	95	\$6,375
Track – Head Assist.	1	61	\$4,125
Track – Assist.	6	56	\$3,750
Tribe	1	54	\$3,375
Tribe – Assist.	1	41	\$2,625
Tribe – Assist. East	1	26	\$1,500
Vocal – Director of Vocal Music	1	85	\$5,625
Vocal – Fall Musical Vocal Music Director	1	77	\$5,250
Vocal – Assistant Vocal Director	1	28	\$1,500
Volleyball	1	99+28	\$9,000
Volleyball – Assist.	1	57	\$3,750
Volleyball – Soph.	1	53	\$3,375
Volleyball – Fresh.	1	45	\$2,625
Volleyball – Fresh. Assist.	1	37	\$2,250
Weight Trainer	1	51	\$3,375
Wrestling	1	93+ 28	\$8,625
Wrestling – Assist.	1	62	\$4,125
Wrestling – Fresh.	1	47	\$3,000
Wrestling – Fresh. Assist.	1	43	\$2,625
Intramural Sponsor	Varies		\$10.00 per hr
Assist. Coach/Supervisor	Varies		Hourly rate

**MANHATTAN MIDDLE SCHOOLS  
SUSAN B. ANTHONY  
DWIGHT D. EISENHOWER**

<b>POSITION</b>	<b>NUMBER OF STAFF</b>	<b>POINTS</b>	<b>SALARY</b>
Basketball – Boys Head	2	55	\$3,375
Basketball – Boys Assist.	6	47	\$3,000
Basketball – Girls Head	2	55	\$3,375
Basketball – Girls Assist.	6	47	\$3,000
Cross Country – Head	2	52	\$3,375
Cross Country – Asst.	2	45	\$2,625
Drama/Drama Club	2	47	\$3,000
Football – Head	2	56	\$3,750
Football – Assist.	6	49	\$3,000
KAY (Kansas Association of Youth)	2	41	\$2,625
MS Music – Band	2	45	\$2,625
MS Music – Vocal	2	42	\$2,625
MS Orchestra	2	20	\$750
Publications	2	21	\$1,125
STUCO	2	34	\$1,875
Tennis	2	42	\$2,625
Tennis – Asst.	2	38	\$2,250
Track	2	51	\$3,375
Track – Assist.	6	42	\$2,625
Volleyball	2	50	\$3,000
Volleyball – Assist.	6	37	\$2,250
Wrestling	2	53	\$3,375
Wrestling – Assist.	2	46	\$3,000
Intramural Sponsor	Varies		\$10.00 per hr
Asst. Coach/Supervisor	Varies		Hourly rate

**ARTICLE XVI  
DISABILITY INSURANCE**

The Board of Education shall provide short-term disability income insurance for those teachers who work at least twenty (20) hours per week and accrue sick leave. The short-term disability income insurance shall continue until the date when KPERS benefits begin but in no case shall continue longer than a total of 180 days including sick days.

**ARTICLE XVII  
MILEAGE REIMBURSEMENT**

The Board will pay the state current federal rate for mileage reimbursement. Teachers who are required to use their own vehicles to provide educational services to students and for approved district travel will be reimbursed per mile. Travel to sites for supplemental contract duties is not eligible for reimbursement.

**ARTICLE XVIII  
EDUCATIONAL ADVANCEMENT**

There shall be no restrictions upon the number of college hours taken by teachers during the contract year, except as otherwise provided in this article. No college hours are to be taken during the school day as defined by Article VIII, Section B. Any time that college enrollment interferes with the teacher's assignment; the teacher will be required to withdraw from the course or courses. All college hours used for salary advancement are subject to Article XI, Section A, paragraph four (4) and must be approved by the Executive Director of Teaching and Learning and the Director of Human Resources.

**ARTICLE XIX  
LEAVES**

Family Medical Leave Act (FMLA) applies to all qualified leaves from July 1 to June 30 each year.

Section A – Sick Leaves

1. All leave provided to employees under this agreement must be utilized in either half or full day increments. Leave used will be rounded up to half or full day increments, without exception. An employee absence that is covered internally, i.e. without an internal or external paid substitute, will not result in leave being charged against the employee. Internal absence coverage must be arranged by the employee, approved by the building administrator and should not be for more than a period of one hour.
2. Each full-time certificated/licensed teacher shall be entitled to one day sick leave for each 20 days of contracted time and one day sick leave for any fraction thereof for personal illness or injury each year.
  - a) A certificated/licensed teacher employed less than full time shall be entitled to an equivalent amount of sick leave pro-rated on the percent of contracted time.
  - b) Days of such leave not used may accumulate to ninety (90) days.
3. Maternity Leave: Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities, and will be treated as such under the USD 383 employee sick leave plan.
4. At the beginning of each fiscal year the district will establish a leave pool consisting of 100 leave days. This pool is for the purpose of assisting teachers who are experiencing crises, as described in Article XIX, Section B, 1,a & c, and have exhausted their sick and personal leave days. The pool is not renewable during a fiscal year, but may be administered by a committee composed of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association President. Maximum number of days the committee can issue at one time is ten (10) days and may be renewed twice. Unused leave at the end of the fiscal year will not be carried forward. The committee may grant leave with substitute pay deducted similar to Section C (all associated costs). The leave pool is not available to those eligible for disability pay.

Section B – Other Leave Chargeable to Sick Leave

1. Absences chargeable to accumulated sick leave (other than for personal illness or injury) may be for these following reasons and are subject to these limitations:
  - a) Illness or injury of a member of teacher’s family.
  - b) Established holidays of recognized religious denominations or sects.
  - c) Bereavement leave.
  - d) Adoptive leave.
2. The Superintendent or his/her designee may at the Superintendent’s discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it may be charged against either sick leave or personal leave at the Superintendent’s discretion.

Section C – Leave with Substitute Pay Deducted

When a certificated/licensed teacher during his/her first two years of employment exhausts his/her accumulated sick leave, thereafter only the substitute’s pay will be deducted, so long as the teacher is not being reimbursed under the provisions of Article XVI (disability insurance); provided that:

- a) After the total of ten (10) school days with deduction of substitute’s pay, full pay will be deducted.
- b) No more than three (3) days of deduction at the substitute rate will be allowed for family illness as described by Article XIX, Section B, paragraphs 1,a.
- c) This Section C is not applicable to leaves described under the Article XIX, Section B, paragraphs 1,b, 1,c, and 1,d.

The provisions of Article XIX, Section C, are limited to teachers during their first two years of district employment.

Section D – Personal Leave

Each full-time certificated/licensed teacher is granted two days of leave per year for personal business. Certificated/licensed teachers less than full time shall be entitled to an equivalent amount of personal leave pro-rated on the percent of contracted time. A full-time certificated/licensed teacher who completed the previous year with an



accumulated sick leave of ninety (90) days will be awarded an additional day of personal leave. Days of such leave not used may accumulate to five (5) days. Said leave is subject to the following limitations:

1. No more than five (5) percent of the certificated/licensed teachers shall take personal leave on any one day.
2. Leave for personal business may not be taken during the contract days prior to the start of school, the first week of school, or the days before or after any regularly scheduled vacation period (Thanksgiving, Winter Recess, Spring Break) except where public transportation cancellations prevent timely reporting of duty. (Teachers with at least 50 days of accumulated sick leave and 10 years of service to USD 383 may take earned personal leave before or after any regularly scheduled vacation period as long as substitutes are available.)
3. Leave for personal business may not be taken during state assessment testing days. Principals must approve any exceptions.
4. No more than five (5) percent of a building's certificated/licensed staff should use personal leave during the last week of school.
5. Teachers who have unused personal leave days over and above their maximum accumulation (5 days) will be reimbursed \$72.50 per day for each day above the maximum accumulation. Payment for said personal days will be made in June.
6. The Superintendent or his/her designee may at his/her discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it shall be charged to personal leave. The request for such leave shall be in writing prior to said leave.

#### Section E – Personal/Sick Leave Exchange Benefit.

A certified/licensed teacher may exchange 2 sick days for 1 personal day after he/she has met the following criteria:

- 1) He/she must have exhausted all accumulated personal leave.
- 2) He/she must have served at least 10 consecutive years reached non-probationary status (following three consecutive years) in the district or accumulated ~~50~~ 20 sick days at the beginning of the contract year.

The teacher shall submit to the superintendent a request in writing (email acceptable), outlining the unforeseen need for additional day(s) of personal leave, not to exceed 3 additional days. This exchange must be approved by the superintendent or designee. Any additional personal leave days approved must be used for the dates granted and cannot be banked. Additional personal leave may only be combined with annual personal leave with prior approval of the superintendent or designee.

Example: If a certified/licensed teacher request of 3 personal days is granted, they would be exchanged for 6 sick leave days.

#### Section F – Part-time Leave of Absence

A full-time certificated/licensed teacher who has been employed in USD 383 for three (3) consecutive years may apply for a half-time assignment for family reasons or for academic study. This leave must be for a full academic year. Approval by the Board of Education upon recommendation by the Superintendent shall be for a period of one year. The Superintendent may, upon request, extend the leave up to one year. Upon approval, the half-time assignment shall be for one-half pay. Part-time leave, if qualifying under FMLA, will be granted pursuant to requirements of the Family and Medical Leave Act. Part-time leave and the leave granted under the regulations of FMLA will run concurrently.

Applications for a half-time assignment shall be effective at the beginning of a school year and shall be made on or before May 15 of the preceding school year.

#### Section G – Extended Leaves - Without Pay

Specific leaves may be granted for the following reasons:

1. Health Reasons. A teacher whose personal illness extends beyond accumulated sick leave may be granted a leave of absence up to one year without pay or increment. Request for such leave must be accompanied by a statement from a physician that such leave is necessary. Upon return, the teacher will be assigned to the same or a comparable position he/she held prior to such leave.

2. Extended leave will be granted pursuant to requirements of the Family and Medical Leave Act. The extended leave and the leave granted under the regulations of FMLA will run concurrently.
3. Military Leave. Military leave or alternate service as designated by Selective Service will be granted without pay to any teacher who is inducted into active military service. Upon return from such leave, the teacher will be placed on salary at the level which he/she would have achieved had such leave not been taken. Military leave is for one year at a time and the teacher must renew his/her leave each year thereafter for the duration of the military service.
4. Personal Leave of Absence without pay. Leaves of absence for personal reasons will be considered on an individual basis. To qualify for a personal leave of absence, a certificated/licensed teacher must have been employed for three (3) consecutive years. The personal leave of absence will be for one year provided approval is granted by the Board of Education upon recommendation by the Superintendent of Schools. Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before May 15. Applications for extended leaves which are to be effective other than at the beginning of the 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, instructors shall still receive consideration of their application and extended leaves may be granted except when such leave would work a hardship on the school system. On application a general outline of the program must be submitted to the Superintendent of Schools. A certificated/licensed teacher on approved leave will be reinstated at a salary level no lower than the salary he/she would have received if in regular employment. Additional sick leave or personal leave shall not be granted for the period of the leave. Teachers must notify the Superintendent of Schools by March 15 of the ensuing year as to their plans for the following academic year. Upon return, the teacher will be assigned to the same or a comparable position that he/she held prior to such leave. The Superintendent may, upon request, extend the leave up to one year.

#### Section H – Leave Without Pay

A certificated/licensed teacher who is not on sick leave or personal business leave and is not at work and who desires a leave of absence shall request a leave of absence for a specific period of time. Such request shall be directed to the Superintendent of Schools or his/her designee in writing. Such leaves of absence may be granted for a specific period and it shall be the obligation of the certificated/licensed teacher to return to work or to request the leave to be extended at the expiration of said leave of absence. Any certificated/licensed teacher who fails to return at the expiration of a leave of absence may be terminated with ten (10) days' written notice. Leave without pay will be granted only under extreme situations when such leave is not covered by the conditions of this article.

#### Section I – General Provisions

1. Accrued sick leave is not payable to a teacher at termination under any circumstances except as described by Article XIII, Section C.
2. Any teacher absent for any period of time because of accident or injury, disregarding whether such injury was suffered within or outside the scope of employment, or for a period of more than five (5) working days to illness, may be required to submit a written statement from a physician stating he/she is physically able to return to duty. When requested, this statement is to be presented in person before the teacher returns to duty in order that the present state of convalescence can be discussed.
3. The Superintendent of Schools, with the approval of the Board of Education, may postpone the return to duty if he/she should conclude that the teacher is physically unable to perform his/her duties or if the teacher's condition is such that there would be a hazard of further injury.
4. The Board of Education may require a physical examination by a physician (a physician shall be a person licensed to practice medicine and surgery in the State of Kansas) if such is deemed necessary to make a proper conclusion as to the teacher's fitness to return to duty. The teacher may designate the physician and pay all costs or accept a Board-designated physician. If the teacher accepts a Board-designated physician, the cost of the physical will be paid by the Board.

#### Section J – Jury Duty

Teachers receiving notice to serve jury duty and who request to be relieved and who do serve jury duty will receive their full salary in addition to any compensation from the court during the period of such service.

Section K – Legal Leave

Teachers receiving a subpoena to testify in a USD 383 School District case and who request to be relieved and who testify in such case will receive full salary during the period required for testimony.

Section L – Personal Sick Leave Pool (PSLP)

The purpose of the PSLP is for assisting teachers who are experiencing short term personal illness or injury and have exhausted their personal and sick days. PSLP may not be used for absences described in Article XIX Section B. PSLP may not be used if eligible short-term or long term disability.

These days cannot precede days applying for short-term disability. The pool days added to the request for application for short term disability.

PSLP Guidelines:

- The Leave Pool Committee will determine need and allocate days available.
- Requests will be considered by the Committee and granted at the Committee’s discretion.
- The Committee will consider requests quarterly if days are available in the pool.
- A maximum of three (3) days may be granted to an individual during any one school year.
- All members of the bargaining unit are eligible to apply to the committee for available PSLP leave.
- The Committee has the authority to deny requests if a teacher has abused the privilege of utilization of the pool or has misrepresented the facts presented to the committee.
- The Committee is under no obligation to grant any request.
- PSLP days not utilized in one school year will roll over into the next school year.
- If the number of days in the pool rises to 50 at the end of a school year, no additional days will be added.
- Days shall be applied for and granted in ½ day increments.

Donation of Days:

By the first Friday in April, teachers will be notified by Human Resources of the opportunity to donate personal days to the Personal Sick Leave Pool. Teachers will have until the first Friday in May to donate days. The teacher will be required sign a form and return it to HR to be eligible to donate a day. Donations will be in increments of ½ day. Days donated to the pool will remain in the pool and may not be returned to the donor without application and action by the committee.

Donated days are not eligible for payment under section D #5.

Application for Days:

Teachers requesting leave from the PSLP may apply by submitting a written request for consideration to the Director of Human Resources. The request will be considered at the next meeting of the committee. The teacher will be notified in writing of the committee’s decision.

**ARTICLE XX  
PERSONNEL ASSIGNMENT AND TRANSFER**

Section A – Vacancies

When a teacher vacancy arises, the vacancy shall be posted on the USD 383 Applicant Portal. Posting will be for a period of ten (10) calendar days before the position is filled. All new positions in USD 383 will be accompanied by a job description.

Section B – Assignments

Before the beginning of each school year, or when a teacher is first hired after a school year has begun, each teacher shall be assigned to a position by the Superintendent subject to the approval of the Board. The Superintendent has complete discretion in making this assignment, and each teacher’s assignment may, but need not be, the same as the prior year. In order to ensure that students are taught by teachers within their areas of specialization, teachers should not be assigned, except temporarily and as necessary, to subjects or grade levels or other classes outside the scope of their teaching certificates/licensures and/or their major or minor fields of study.

Current teachers shall be notified in writing by the end of each school year of their assignment and program,

including building schedule, hourly subject, and/or grade level for the ensuing year, unless such programs have not yet been ascertained. In this case, notice will be furnished to the teacher as soon as the assignment has been determined.

The Superintendent may change the assignment of a teacher through the tenth student attendance day of the ensuing year. Teachers will be notified of this “reassignment” for the ensuing year as soon as such changes are made. No reassignment shall be made unless deemed necessary by the building administrator or at the teacher’s request, subject to administrative approval.

After the tenth student attendance day of the ensuing year, the Superintendent may transfer a teacher to a different assignment (“transfer”), but only in case of an emergency or to prevent undue disruption of the instructional program.

After the first student attendance day of the ensuing year, the combining of two district courses offered during the same class period and taught by the same instructor or the combining of grade levels in the elementary classrooms shall occur only after consultation between the administration and the teacher involved.

#### Section C – Involuntary Transfer/Assignment

When involuntary transfer of a teacher who has taught four or more continuous years in the district occurs, the following criteria will be considered by the administration:

- Needs of the district
- Needs of the building
- Written evaluation document
- Certification
- Experience in a position
- Qualifications

The administration makes the final determination of a teacher’s involuntary transfer. In making its final involuntary transfer determination, the administration retains the authority to decide the importance of the aforementioned criteria or other criteria. The administration will consult with the teacher about the reason(s) for the involuntary transfer.

#### Involuntary Assignment

Teachers that are involuntarily moved to another building or classroom within eight (8) calendar days prior to the 1<sup>st</sup> day of class or after the 1<sup>st</sup> day of class for each semester, prior to the end of the school year, shall be compensated with a \$300 stipend, unless the movement to another building or classroom is needed because of school construction, renovation, or disaster.

#### Section D – Liquidated Damages Waiver

If a current teacher is assigned to a different assignment than the prior year, then the liquidated damages discussed in Article XI, section I, shall be waived.

#### Section E – Request for New Assignment or Reassignment

To be considered for a different initial assignment or reassignment, teachers should submit a written request to the Human Resources Office.

### **ARTICLE XXI REDUCTION IN PERSONNEL**

When, in the judgment of the Board of Education, decline in enrollment, reduction of program, or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence, and qualifications of available staff to do the available work. If choice must be made between two or more staff members of equal skill, ability, competence, and qualifications to do the available work, contract renewal will be given to the staff member with the greater full-time continuous length of service in USD 383.

#### **Preferred Eligibility**

Teachers affected by staff reductions shall be placed on a preferential hiring list for a period of two (2) years. If there are two (2) or more persons on the list determined to be equally qualified for an available vacancy, preference shall be given to the person with the longest continuous service in the district (requiring a teaching certificate/license).

Teachers wishing reinstatement under the policy shall notify the Board in writing of their interest and availability every six (6) months after the termination date of their contract and of any change in their telephone number, address, and qualifications.

### **Recall**

Individuals who are included in a staff reduction shall be offered recall in reverse order of staff reduction to vacant positions which they are qualified to fill. The area of certification/licensure at the time of the reduction will be used to determine their eligibility for recall.

Recall will be initiated immediately upon the existence of a vacancy in the district. No new appointments shall be made by the Board while there are teachers available who are qualified to fill the vacancy. No teacher will lose his/her recall rights if he/she secures other employment during the two (2) year recall period.

Any teacher reduced from staff shall be accorded recall rights unless he/she waives recall rights in writing, fails to accept recall to a position for which he/she is qualified, fails to respond within the (10) days to a recall notice sent to the latest address which he/she has furnished to the Board, 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.

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

### **Eligibility for Recall Limitations**

This Reduction of Personnel agreement shall apply only to those teachers who have taught four or more continuous years in the district and who have not previously retired from USD 383.

## **ARTICLE XXII TEACHER APPRAISAL PROCEDURES**

### Section A – Frequency

The classroom teaching performance of every teacher in the first two (2) consecutive years of employment shall be evaluated at least two (2) times per year and every teacher during the third and fourth years of employment shall be evaluated at least one (1) time each year, and after the fourth year of employment every teacher shall be evaluated at least once in every three (3) years.

### Section B – Notification

All teachers who are being evaluated will be notified and will be told who their evaluator is by September 15. A meeting with the teacher's evaluator for procedural discussions will be scheduled no later than October 1. The objectives, procedures, schedule, methods and appeal procedures for teacher appraisal are printed in the District Teacher Appraisal Guidelines Manual.

### Section C – Procedures

The Board of Education and the Association agree to the use of an evidence based evaluation process focusing on four (4) domains (**Planning/Preparation, Classroom Environment, Instruction, Professional Responsibilities**) as adapted by the USD 383 evaluation committee and approved by the Board of Education. The following methods may be used to collect evidence for

#### **Planning/Preparation & Professional Responsibilities**

- a) portfolio focused on the domains and/or
- b) ETS forms (teaching and class profiles and planning questions) to be filled out one time only. The administrator and teacher will complete the feedback form and reflection questions together during the post conference.

- c) documentation from National, State, Local, and Teacher Assessments or other indicators as deemed acceptable by teacher and administrator based on the teacher's goals as established at the beginning of the evaluation cycle.

**Classroom Environment and Instruction** domains will be documented by classroom observations.

Section C-1 – Evaluation Conferences

Results of the minimum number of evaluations provided in Section A above shall be in writing with a copy to be given to the teacher and shall be preceded by in-class observation of the teacher's performance.

The evaluator shall have a meeting with the teacher following the completion of the classroom observations and prior to submission of the written evaluation report to the district Human Resources Office.

The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file if such is filed within two weeks of the evaluation conference.

Section D – Limitations

This article deals with procedures to be followed in the evaluation of the classroom teaching performance. Nothing in this article is to be construed as precluding evaluation of teachers as deemed appropriate by the administration of the School District.

Section E – Right to Appeal

The Board of Education will follow the appeal procedures as described in the district Teacher Appraisal Guidelines for the duration of this agreement.

Section F – Teacher Appraisal Documents

Supporting documents for the teacher appraisal process will be linked from both the Human Resources and Educator pages on the district website. **These documents will be reviewed at the request of either party in the annual notice letter but will not count toward the item number restrictions.**

**ARTICLE XXIII  
STUDENT DISCIPLINE AND PUPIL CONTROL POLICY**

Section A – General

The maintenance of discipline and pupil control is the responsibility of the total school staff.

Section B – Procedures

1. **Misbehavior and Referral of Pupil.** When, in the judgment of a teacher, a pupil requires referral to the principal and/or 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 the principal or immediate supervisor, the teacher and an appropriate specialist(s) to discuss the problem and decide upon appropriate steps for its resolution.
2. **Removal of Pupil from Classrooms.** When, in the judgment of a teacher, the presence of a student endangers other persons or property or substantially disrupts, impedes or interferes with the operation of the school, the teacher may remove or may request the administrator remove the student from the class. The teacher will instruct the student to report immediately to the appropriate supervisor or administrator. The teacher will advise the principal of the action and will, as soon as possible, furnish full particulars that led to the referral. Appropriate written records of such referrals shall be maintained by the principal and teacher.

The administrator shall determine if an elementary pupil shall not be readmitted during a half day in which the pupil was removed and if a secondary pupil shall be readmitted into that teacher's class(es) during the day in which the pupil was removed unless, in the judgment of the administrator after consultation with the teacher, the pupil's return to class will not seriously disrupt the instructional program to the detriment of other pupils.

Section C – Emergency Safety Interventions

Teachers are to follow state regulations for Emergency Safety Interventions (ESI). ESI is the use of seclusion or physical restraint when a student presents an immediate danger to self or others. Violent action that is destructive of

property may necessitate the use of an ESI. The use of an ESI should be discontinued the moment the immediate danger has passed. Each incident of ESI is to be reported to the principal or designee.

## **ARTICLE XXIV SCHOOL BUILDING COMMITTEE**

### Section A – Organization

A school building committee shall be organized at each school. In any building with enrollment of less than five hundred, the faculty will determine whether to be a committee of the whole or establish a building committee as outlined herein. All faculty shall be entitled to vote on the proposal. In schools with enrollment of less than five hundred, the building committee will have three to five members plus the principal. In schools with enrollment of five hundred to one thousand, the building committee will have six to eight members plus the principal. In schools with enrollment greater than one thousand, the building committee will have eight to ten members plus the principal. The teachers shall determine on or before October 1 the School Building Committee.

Committee members shall be elected on or before October 1 by and from the teachers assigned to the buildings and shall serve until October 1 of the following year. Committee membership shall be reported by October 10 of each year to the Associate Superintendent in charge of personnel for official filing.

The principal shall be a member of the committee. Other members of the committee will be teachers elected by the teachers. Elections shall be conducted by the teachers within each school. All teachers within the school will be eligible to vote for members of the committee regardless of membership in the Association. The principal shall provide the School Building Committee with secretarial services as may be available.

### Section B – Purpose

The purpose of the committee shall be to identify problems at the building level and to arrive at acceptable solutions to:

1. Problems relating to rules, procedures, policies, safety, and security of students and teachers within the building.
2. Personnel problems within the building unless such problems are personal in nature.
3. Attendance at programs developed by the School Building Committee designed for parent, student and community patron involvement shall be voluntary or mandatory as determined by the School Building Committee. Any action requiring a vote may be by secret ballot. Ballots will be tallied by the chairperson and the principal. Results of the vote will be included in committee minutes.

### Section C – General Rules

The committee is required to have at least one meeting per semester.

Any teacher may submit to any committee member in his/her building a written statement of a problem for discussion by the committee.

Upon receipt of such items by a committee member, the committee member shall place the same on the agenda for the next meeting.

Any committee member may place on the agenda any item he/she believes appropriate, including formal requests by another instructor.

The chairperson shall prepare an agenda which shall be available to the staff before the committee meeting. The minutes will be distributed in the building within a reasonable time.

Problems that can be resolved at the building level will be so resolved. Problems that are contractual (NEA Manhattan-Ogden/Board of Education Agreement) and cannot be resolved may be referred to the grievance procedures outlined herein.

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

**ARTICLE XXV  
CLASS SIZE REVIEW**

Section A – General Purposes

The parties agree that it is desirable to maintain class size at a reasonable level.

Section B – Class Size Review

In order to provide the teacher with a process to request that the administration review a class size situation which the teacher considers to be educationally unsound and/or unsafe, the parties have established the following process:

1. **Building Level.** The teacher confers with his/her principal regarding the problem. Following this initial conference the teacher may initiate, in writing, Article XXV Class Size Review. The teacher shall allow the principal five (5) contract days to seek and document the exploration of possible solutions. Possible solutions could include, but are not limited to:
  - Staffing
  - Transfers
  - Scheduling changes
  - Exploring classroom management strategies
  - Consulting a committee/building team (An additional 5 days will be allotted, if a committee is consulted.)
2. Within the 5 to 10 day period, the teacher and principal will have a follow up meeting to discuss the recommendations of the principal and/or teams and develop a plan of action.
3. The teacher will implement the plan of action for 10 student contact days, after which the teacher and principal will share documentation and discuss/analyze the results of the plan.
4. **District Level:** Should the teacher deem the plan ineffective after the 10 days of implementation, the teacher may have the matter referred to the appropriate District Class Size Review Committee by notifying the Superintendent in writing. The Superintendent will notify the Class Size Review Committee by the end of the next business day.
5. **District Level.** There shall be two standing District Class Size Review Committees. One committee shall be comprised of professionals knowledgeable about elementary class size problems, and one committee shall be comprised of professionals knowledgeable about secondary school class size problems. Each committee shall consist of three (3) teachers appointed by the Association President and three (3) administrators appointed by the Superintendent. Each committee will act upon any matter referred to it by the teacher. All documentation regarding this matter will be provided to the District Class Size Committee.

After studying any matter referred to it by the teacher, the District Class Size Review Committee shall make a written report and recommendation to the Superintendent. The District Class Size Review Committee shall include in its study, the report and recommendation of the teacher, the response by the building principal, and such other matters as it deems appropriate. The District Class Size Review Committee shall have 7 contract days to file their written report and give a recommendation to the Superintendent.

6. The Superintendent shall respond in writing to the report and recommendation of the District Class Size Review Committee within seven (7) contract days after receipt. The Superintendent's response will set forth those proposed or already implemented steps designed to meet the recommendations of the District Class Size Review Committee. If any recommendation of the Committee is not deemed feasible by the Superintendent, he/she will include in his/her response all reasons why the recommendation will not be implemented. Copies of the Superintendent's response will be distributed



to the members of the appropriate Class Size Review Committee, the principal, the teacher who referred the matter, and to the Association.

**ARTICLE XXVI  
PROFESSIONAL DEVELOPMENT**

There shall be a district Professional Development Council. The council will include K-12 teachers. The purpose of the council shall be to implement the goals specified in the Kansas Professional Development Plan. All professional development, including all college courses, must be submitted for approval to the Professional Development Council.

**ARTICLE XXVII  
GRIEVANCE PROCEDURE**

Section A – Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

Section B – General Provision

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. Failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by a grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher of the teaching staff.
4. The fact that a grievance is raised by a teacher, regardless of its ultimate disposition, shall not be recorded in the teacher's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in any recommendations for job placement; nor shall a teacher be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
5. Conferences held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The Association shall have the right to be present at each stage of the grievance procedure. Every effort shall be made to hold such conference at a mutually agreeable time.
6. No matter shall be entertained as a grievance hereunder unless it is raised with the party within twenty (20) days after the occurrence of the event giving rise to the alleged grievance.
7. If the Association or any teacher files any claim or complaint in any form other than under the grievance procedure of this agreement, then the USD 383 shall not be required to process the same claim or set of facts through the grievance procedure.

Section C – Procedure

1. First step. An attempt will be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.
2. Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The grievance shall note the specific clause or clauses of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be written within twenty (20) days from the date of occurrence of the event giving rise to the grievance. The principal shall

make a decision on the grievance and communicate it in writing to the teacher within ten (10) days after receipt of the grievance.

3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the teacher and the principal.
4. Fourth Step. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved teacher shall file within five (5) days of the Superintendent's written decision at the third step, a copy of the grievance with the Board of Education. Within twenty (20) days after such written grievance is filed, the aggrieved and the Board of Education shall meet to resolve the grievance. The Board of Education shall file an answer within twenty (20) days of the fourth step grieving meeting and communicate it in writing to the teacher, principal, and Superintendent.
5. Fifth Step. If the grievance is not resolved satisfactorily at Step 4, there shall be available a fifth step of binding arbitration. The Association may submit a request in writing on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step 4 answer to enter into such arbitration. The arbitration proceeding shall be conducted by the Arbitrator who is selected by the two parties within seven (7) days; the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties in interest.

Expense for the Arbitrator's service shall be borne equally by the School District and the Association. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by USD 383 and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

#### Section D – Procedures for Certain Grievances Which Are Not Under the Jurisdiction of the Principal

Any grievance based upon the action of authority higher than the principal shall be initiated directly with the Superintendent of Schools. The general procedures relating to the appropriate step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

### **ARTICLE XXVIII ATHLETIC EVENT/ACTIVITY PASS**

Teachers may use their USD 383 ID badge as their pass to Manhattan High School, Susan B. Anthony Middle School and Dwight D. Eisenhower Middle School athletic events and activities excluding fundraisers such as Variety Show, Musical, Holiday Gala, Mr. MHS, and Battle of the Bands.

### **ARTICLE XXIX INTELLECTUAL PROPERTY**

The District supports and encourages creativity. It is hoped that the intellectual property created by teachers will be shared with other district teachers for the benefit of students.

The property right of teacher generated materials created for classrooms shall belong solely to the teachers having produced said materials only if said materials are generated outside of school time, without any financial assistance, or other district resources. If the teacher generated materials are produced on school time, with financial assistance, and/or with district resources, co-ownership will result. (A waiver may be applicable in special circumstances.)

**ARTICLE XXX  
ASSOCIATION PRIVILEGES**

Section A – Payroll Deductions

The Board of Education will provide payroll deductions subject to space available on deduction statements.

Section B – Dues Deduction

The Board agrees to deduct membership dues pro rata from each paycheck of any of its teachers who are members of NEA Manhattan-Ogden providing the following items have been met:

1. Authorization for payroll dues deductions may be made on a semi-annual basis on or before September 15, of the first semester, and on or before February 1, of the second semester. The authorization shall be an individually signed form authorizing such deduction.
2. The authorization may be cancelled by a member at any time by giving the Board written notice at least twenty (20) days prior to the cancellation date. The cancellation shall be effective on the first of the month following the receipt of notice to cancel; the district business office shall notify the Association and member in writing that deductions have been stopped.
3. No deduction shall be made from any teacher’s salary without written permission.
4. It is understood that the Association assumes full responsibility for any error that may be made in authorizing membership dues deduction and the Association agrees to reimburse any teacher for any money found to be wrongfully or illegally withheld pursuant to this provision.

Section C – Association Meetings

The Board authorized the Association to pay substitute expense for members to attend Association meetings or to promote Association activities if the aggregate does not exceed forty (40) days per year.

Section D – NEA Manhattan-Ogden Business Meetings - Use of facilities

The Association may use school facilities without charge with the following restrictions:

1. Meetings must be scheduled through the building principal.
2. The meeting times must be such that custodial time is not affected.

Section E – Association Notices and Communiqués

The Association will provide bulletin board space to post materials dealing with Association business within the school office or teachers’ work area. Classrooms or other areas of the school shall not be used for posting Association materials, etc.

The Association may use the intra-school mail service to distribute Association materials, except when the materials are for the purpose of influencing a “partisan” political election.

The Association may use e-mail for Association communication. E-mail shall not be used for active recruitment of new members.

**ARTICLE XXXI  
VIRTUAL SCHOOL**

Both the Board and the Association recognize that teachers in a virtual school setting often work different hours and on a different schedule from traditional classroom teachers. In order to organize Manhattan’s virtual school, Article XXXI represents an understanding between the Board and Association outlining the virtual school’s teachers’ conditions of employment.

Definitions:

Small Class: a one course preparation with 10 or less students and to be compensated on the small class protocol.  
MVA: Manhattan Virtual Academy

Compensation:

Virtual teachers will be placed on the district’s salary schedule based on the Teacher Compensation Matrix unless small class protocol applies.

Small Class Protocols – for a singleton class of 1-10 students - Supplemental Pay

Due to the necessity of offering a large number of courses, small classes will be necessary. In order to make small classes possible during the agreement, some exceptions need to be made in traditional payment methods. Small classes will be paid based on a small class protocol supplemental contract. Teachers teaching a MVA small class will be paid as follows:

1. Teachers of small classes will be paid a \$200.00 “set-up fee” for each class assigned each semester.
2. Teachers of small classes will be paid based on quarterly enrollment determined by the number of students enrolled in the course at the end of each quarter. Teachers of small classes will be paid \$110.00 per enrolled active student on the last day of the academic quarter per academic quarter. The payment will be made in lump sum after the end of each academic quarter.

No full time teacher in a traditional class setting will be assigned to teach a virtual class or be required to use virtual course content within their traditional classroom setting for Manhattan Virtual Academy.

Full time USD 383 Teachers may also teach part time for the virtual academy using small class protocol or MVA Teacher Compensation Matrix as a supplemental contract, not as an overload.

A teacher employed part time by USD 383 may teach classes for MVA as outlined on the Teacher Compensation Matrix or small class protocol.

Schedule:

Virtual teachers may have hours and duties different from a traditional teaching assignment.

Virtual teachers will be responsible for teacher duties as described in the negotiated agreement as closely as practical. The Board and the Association recognize virtual teaching assignments are different from traditional teaching assignments and that some level of flexibility in Agreement requirements may be necessary. Issues will be identified and addressed as necessary by members of the Board and the Association teams.

Virtual school teachers will follow the high school academic calendar as much as practical.

Other:

Virtual teachers working from home must provide their own reliable high speed internet connection.

Evaluations will be conducted according to the negotiated agreement and Teacher evaluation guidelines. Observations may be through on-line courses, live and recorded virtual sessions, email communications, and any other technology tools utilized within the virtual school.

Article XXV Class size review standards for traditional classes will not apply to the virtual school.

Virtual special education students may be placed on the caseload of USD 383 special education teachers.

<b>MVA Teacher Compensation Matrix</b>										
<b>Number of Preps</b>	<b>Number of Students</b>									
		<b>11 - 30</b>	<b>31 - 50</b>	<b>51 - 70</b>	<b>71 - 90</b>	<b>91 - 110</b>	<b>111 - 130</b>	<b>131 - 150</b>	<b>151 - 170</b>	<b>171 - 190</b>
<b>10</b>	0.5	0.6	0.6	0.7	1	1	1	1	1	1
<b>9</b>	0.4	0.5	0.6	0.7	0.8	1	1	1	1	1
<b>8</b>	0.4	0.5	0.5	0.6	0.8	0.8	1	1	1	1
<b>7</b>	0.3	0.4	0.5	0.6	0.7	0.8	1	1	1	1
<b>6</b>	0.3	0.4	0.4	0.5	0.6	0.7	0.8	1	1	1
<b>5</b>	0.3	0.3	0.4	0.5	0.6	0.7	0.7	1	1	1

	<b>4</b>	0.3	0.3	0.3	0.4	0.5	0.6	0.7	0.8	1	1
	<b>3</b>	0.2	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.8	1
	<b>2</b>	0.2	0.2	0.2	0.3	0.4	0.5	0.6	0.7	0.8	1
	<b>1</b>	0.1	0.2	0.2	0.3	0.4	0.5	0.6	0.7	0.8	1

**ARTICLE XXXII  
TEACHER DUE PROCESS**

Whenever a teacher who has taught four or more continuous years in the district is given written notice of a the board's intention to not renew or terminate the teacher's contract, the notice shall include a statement of the reason/s for the proposed nonrenewal or termination; and a statement that the teacher may request a meeting with the board by filing a written request with the Clerk of the Board within 10 days from the date of receipt of the written statement of intention of nonrenewal or termination of a contract.

The board shall hold such meeting within 21 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session. The superintendent, associate superintendent, principal/supervisor/director may be present in the executive session. The teacher may have a local Association representative present in the executive session. The Association representative may speak on behalf of the teacher. Neither the teacher nor the board shall have the right to have legal counsel present. The teacher shall be afforded an opportunity to respond to the administration's reason or reasons. Within 21 days after the meeting, the board shall reconsider the reason or reasons for nonrenewal or termination and shall make a final decision as to the matter. The same hearing right shall be available to teachers who have taught less than four continuous years in the district and who have been noticed of intent to terminate a current contract before its expiration.

This article does not apply to a teacher who is noticed for nonrenewal and does not meet the above criteria of teaching four or more continuous years in the district.

The timeline for the meeting with the Board and for Board final action may be extended by mutual written consent.

**ARTICLE XXXIII  
PUBLICATION OF AGREEMENT**

This Agreement shall be published on the District's website. If the Board and the Association agree to provide all teachers with a paper copy of this Agreement, the cost shall be shared. Following tentative agreement by both parties, a draft with the current year's edits will be made available on the district's website pending final publication.

**ARTICLE XXXIV  
DURATION OF AGREEMENT**

This agreement shall be effective except whereby expressly stated to the contrary, as of July 1 of the fiscal year, and shall continue in effect until June 30 of the same fiscal year. Proposals for incorporation in subsequent agreements shall be developed by the parties and filed as provided by Kansas statute.

**LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING  
ARTICLE II - DEFINITION**

For 2020-21 Agreement definition, "Option 1/\$1,000 deductible" shall substitute for the term "low option" to describe the Board funded Health Insurance Plan.

This letter of understanding becomes null and void June 30, 2021.

**LETTER OF UNDERSTANDING  
ARTICLE VI - LENGTH OF CONTRACT**

For the 2020-21 school year, Special Education teachers who are employed full-time shall complete 20 additional hours to fulfill 2.5 extended contract days. Twenty qualified hours shall be documented and submitted to the

Special Education Director or their designee during the 2020-21 school year. Eight hours is required for special education director led meetings and activities. The following activities can be documented to fulfill the remaining time requirements: Hiring paraeducators, Training paraeducators, Special Education paperwork to include Medicaid billing, IEP documentation, passports, scheduling, and/or other related activities.

This letter of understanding becomes null and void June 30, 2021.

**LETTER OF UNDERSTANDING  
ARTICLE VIII - PROFESSIONAL DAY**

**New Proposed LOUs**

**Article VIII Professional Day LOU**

**Section A – Unforeseen circumstances:** In the event a crisis would be presented that would not allow the District to operate under normal conditions for a period of time, the District and the Association would work together to find solutions to adjust the negotiated agreement to meet the needs on a short term basis. A Labor Management Committee would be established and include Association representation along with BOE/district administration representation. The Labor Management Committee would develop a Memorandum of Understanding (MOU) to address key portions of the needed adjustments. This group would also serve to mediate employment issues that would arise not clearly in the regular contract or the MOU. Either party may request to convene the Labor Management Committee during the crisis to adjust language in MOU, clarify expectations, and meet requirements set out by state entities.

**Section B – Inclement Weather**

As an alternative for school closing, the district could call for a remote learning day instead of cancelling school. For a remote learning day, students would access work assignments through Canvas with teachers available to respond to student questions/support during school hours by digital methods if allowed by Kansas State Department of Education.

This Letter of Understanding expires on June 30, 2021.

**LETTER OF UNDERSTANDING  
ARTICLE IX - PREPARATION TIME/RELEASE TIME/OVERLOAD**

**Section A – SPED Committee**

Both Negotiation teams expect a report with recommendations to consider by the committee working on Special Education loads and balance across the district. The committee is co-chaired by the Executive Director of Special Services and an appointee by NEA Manhattan-Ogden. It is requested that this committee finish recommendations by March 1, 2021.

This Letter of Understanding expires on June 30, 2021.

**LETTER OF UNDERSTANDING  
ARTICLE XI - SALARY SCHEDULE**

**Section A – Mentoring**

The district will allocate \$10,000 to contribute to mentoring programs required by the state for licensure. Educators on a waiver or provisional license that do not receive a mentor through the Kansas State Department of Education Mentoring Program will be eligible to receive a qualified mentor through USD383. USD383 will compensate the mentor at the conclusion of the 2020-2021 school year based on a proration of the \$10,000 district wide with a maximum of \$1,000 per person mentored for any individual. Mentoring requests must be submitted to the Executive Director of Teaching and Learning or the Executive Director of Special Education prior to October 1, 2021.

**LETTER OF UNDERSTANDING**  
**ARTICLE XII - HEALTH INSURANCE**

**Section A – Board’s Premium Contribution**

The Board of Education will pay for the single low option plan, as defined in LOU Article II, in the amount of \$531.36 per month for 2020-21. A teacher who enrolls in the High Deductible Health Plan (HDHP) may apply the balance to pay for an employee/child, an employee/spouse, a family plan or an allowable health savings account as defined by the IRS.

This Letter of Understanding expires on June 30, 2021.

**LETTER OF UNDERSTANDING**  
**ARTICLE XIV - SUPPLEMENTARY SALARY SCHEDULE**

**Section A**

An extra assigned stipend will be given to the principal of each school to assign to specified supplementary positions for additional responsibilities. The money may also be used as an option to create new, one-year leadership positions. All assignments will be made in consultation with the building faculty. Assigned duties should be year-long leadership positions. Delegated funds will be contracted as salary. The discretionary site fund shall total \$16,500. Each of the twelve schools will receive \$500 and the remainder will be pro-rated on the basis of full-time equivalency certificated staff. All assignments are to be made on or before October 15. Discretionary money will revert back to the general fund if the above deadline is not met.

The Human Resources Office will submit a written report which summarizes the utilization of the building allocation. The Board of Education and NEA Manhattan-Ogden will receive a copy by April 1 of the contract year.

Each elementary school will receive \$500 to be used for after-school student activities by teachers at the discretion of the school principal.

**Section B – MTSS Leadership Building Supplemental Fund**

The district will allocate \$40,000 to Building Leadership Teams supporting MTSS specified supplemental positions for additional responsibilities. All positions and amount going toward each position need to be discussed and approved by the school’s building committee. Each school will receive \$2000 and the remainder will be pro-rated on the basis of full-time equivalency licensed professionals. ~~to be distributed to the buildings by full time enrollment in each building based on the September 29<sup>th</sup> count day. Building allocations will be distributed evenly to committee members.~~ Money not used by April 1 will revert back to the general fund.

The Human Resources Office will submit a written report which summarizes the utilization of the building allocations. The Board of Education and NEA Manhattan-Ogden will receive a copy of the report by May 1 of the contract year.

This Letter of Understanding becomes null and void June 30, 2021.

**LETTER OF UNDERSTANDING**  
**ARTICLE XIX - LEAVE**

**Section A – Additional Leave**

If a licensed professional utilizes all accumulated sick leave during the 2020-2021 school year, three additional sick leave days will be credited to the licensed professional before having to request days from the sick leave pool.

This Letter of Understanding expires on June 30, 2021.

## APPENDIX

### STUDENT ACTIVITY AREA FACTORS AND BASE WEIGHTS

<u>Area Factor</u>	<u>Base Weights</u>
1. Hours worked	6
2. Number of students supervised	4
3. Number of events	4
4. Community pressure	4
5. Value of equipment supplies and/or funds for which responsible	2
6. Number of adults supervised	2
TOTAL	22PTS

### FACTOR WEIGHTS FOR STUDENT ACTIVITY SUPPLEMENTARY SALARY

#### Factor Weighting - Hours

- 1 point = 1 hour - 50
- 2.5 points = 51 hours - 100
- 3.5 points = 101 hours - 200
- 4.5 points = 201 hours - 300
- 5.5 points = 301 hours - 400
- 7.5 points = 401 hours and above

#### Factor Weighting - # of Students

- 0 points = none
- 1 point = 1 -10 students
- 2 points = 11-25 students
- 3 points = 26- 50 students
- 4 points = 51 and above

#### Factor Weighting - # of Events

- 0 points = None
- 1point = 1-5 events
- 2 points = 6-10 events
- 3 points = 11-15 events
- 4 points = 16 and above

#### Factor Weighting - Equipment, Etc.

- 0 points = None
- 0.5 point = \$1 - \$500
- 1.0 points = \$501 - \$1500
- 1.5 points = \$1501 - \$3000
- 2.0 points = \$3001 - \$4000
- 2.5 points = \$4001 - \$5000
- 3.0 points = \$5001 and above

#### Factor Weighting - # of Adults

- 0 points = None
- 1 point = 1 assistant
- 2 points = 2 assistants
- 3 points = 3-5 assistants
- 4 points = 6 or more assistants



Factor Weighting - Community Pressure

- 0 points = None/Little
- 1 point = Some
- 2 points = Moderate
- 3 points = Significant
- 4 points = Considerable

Factor Weighting - Competitive Adjustment for Extraordinary Community Pressure

1. Average number of fans (crowd size)

- a. 4pts. = 400 fans
- b. 6pts. = 600 fans
- c. 8pts. = 800 fans
- d. 10pts.= 1000 fans

2. Program Budget

- a. 4pts. = \$ 5,000
- b. 6pts. = \$10,000
- c. 8pts. = \$15,000
- d. 10pts. = \$20,000

3. Revenue Generated

- a. 4pts. = \$ 5,000
- b. 6pts. = \$10,000
- c. 8pts. = \$15,000
- d. 10pts. = \$20,000

4. Media Attention

- a. 4pts. = Moderate
- b. 6pts. = Significant
- c. 8pts. = Considerable
- d. 10pts. = Great

5. Excess Time for College Recruiters

- a. 4pts. = Moderate
- b. 6pts. = Significant
- c. 8pts. = Considerable
- d. 10pts. = Great

## DEFINITIONS

1. **Hours.** Student contact hours required beyond regular duty day. This category is defined to include those hours when the advisor/coach is in direct contact with students on a regular basis and includes practice time, dressing time, performance time and travel time.
2. **Number of Students.** The number of students to be considered represents the average number of student participants involved during the midpoint of the sport or activity season. For those activities where a head coach or sponsor has assistants, the total number of students will be divided by the total number of sponsors to determine the number of students credited each sponsor. For example, if a head sponsor has three assistants, dealing with 100 students, each sponsor would be credited with 25 students ( $100/4 = 25$ ). In the case of non-athletic activities that do not meet on a daily basis, only the officers will be counted toward the students total. The uniqueness of several co-curricular activities inflates the student participant figure. As a result, large-group meetings at which the advisor acts primarily as a supervisor are not counted in the student total.
3. **Number of Events.** Defined as planned events scheduled beyond the regular duty day. Factor weightings are accorded only to the individual directly responsible for supervision of the event.
4. **Equipment.** Defined as value of equipment, supplies, and/or student funds pertaining to the co-curricular activity. All factor weighting for equipment, etc., responsibility shall be applied only to the head coach or advisor with the exception of football equipment manager.
5. **Number of Adults Supervised.** This category recognizes that some positions require the supervision of adults assigned to the activity. It does not include supervision of volunteer adults or student assistants.
6. **Community Pressure.** The category is a subjective one with factor weighting based on degree of public exposure and public expectation. Factors to be considered would include the estimate of the size of crowds, the probability of media coverage, and the public relations responsibilities required of the coach/advisor, all of which contribute to pressure on the individual. Community pressure weightings will only be applied to head sponsors or coaches, except that those individuals who are labeled as assistants but deal with independent groups (such as junior varsity basketball, freshman cheerleaders, etc.) shall be given credit for community pressures weightings where applicable.
7. **Competitive Adjustment for Extraordinary Community Pressure.** A limited number of sports may be designated for additional points when the High School Principal and Athletic Director submit a request to the Supplemental Pay Review Board with documentation indicating that "pressure" has gone beyond the top factor #4 for "considerable community pressure." With the approval of the Supplemental Pay Review Board and the Negotiations Teams, additional points can be awarded based upon the following criteria: 1) Average Number of Fans in Attendance (Crowd Size), 2) Program Budget, 3) Revenue Generate, 4) Media Attention, and 5) Express Time for College Recruiters.
8. Any activity which is assigned exclusively during regular staff hours does not count in computing the point totals.