

**USD #496**

**Pawnee Heights**

**Negotiated Agreement**

**2022-2023**

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**Negotiated Changes for the 2022 – 2023 School Year  
between the Pawnee County Teachers Association and the USD 496 Board of Education.**

The following changes have been agreed upon by the Teachers Association and the Board of Education:

**Article III Salary and Wages, Section A. Salary Schedule**

The base pay (B.S. column), (step A), will increase \$2,000.00, making base pay start at \$42,000.00. Vertical Step increases of \$425.00 will be granted to those eligible and a \$425.00 "Longevity" bonus will be added to those teachers at the bottom of a column. All columns and rows will adjust accordingly.

**Section B, Operation of Schedule**

- B) Placement of teachers on schedule: Incoming teachers will be given full credit for experience at an accredited school prior to employment at Pawnee Heights allowing one-step for each year.  
Add:
- E) The district will reimburse teachers the cost to KSDE of renewing a standard 5-year certificate/license after presenting a new 5-year certificate/license to the district office.
- F) Change the penalty dates to release teachers from contract without suitable replaces to follow statute.

**Article III. Salary and Wages, Section C. Supplemental Salary Schedule**

Addition of: Concession Stand @ 7.5%; Asst. Concession Stand @ 3.75%; Summer Weights @ 6.5%  
Remove: Athletic Director and Head Teacher  
Remove fundraiser descriptions from the agreement and place them in to an employee handbook.

**Article V Defined Fringe Benefit**

Increase the BC/BS defined fringe benefit by fifty dollars (\$50.00) per month, annual defined fringe benefit becomes \$7,080.00.

**Article VI Leaves**

Remove "Sunset Note", days of leave will remain 8 sick days and 5 personal days per year.

**Article X. Professional Employee Appraisal Procedures**

Will now read USD 496 Pawnee Heights will follow the law as outlined in Kansas Statute 72-2409

USD 496 Negotiating Team

USD 496 Teachers Bargaining Unit

\_\_\_\_\_  
Jeff Holste Date

\_\_\_\_\_  
David Auldridge Date

\_\_\_\_\_  
Kelcee Pelton Date

\_\_\_\_\_  
Kim Lovesee Date

## **ARTICLE I. DEFINITIONS**

- A. **ADMINISTRATION**: Any employee so designated by the Board of Education as employed in an administrative capacity.
- B. **ASSOCIATION**: Pawnee County Teachers.
- C. **BOARD**: The Board of Education of Unified School District No. 496, Pawnee County, Kansas.
- D. **SUPERINTENDENT**: Superintendent of Schools of Unified School District No. 496.
- E. **DISTRICT**: Unified School District No. 496.
- F. **DAYS**: Except when otherwise indicated, days shall mean calendar days.
- G. **K-NEA**: Kansas-National Education Association.
- H. **NEA**: National Education Association.
- I. **EMPLOYEE**: The terms "employees" and "teacher" may be used interchangeably but shall mean the same.
- J. **TEACHER**: All "professional employees" (except administrators) employed in a position requiring a certificate issued by the State Board of Education.
- K. **HE, HIM, HIS**: Shall apply as appropriate to male and/or female person(s).
- L. **BASE CONTRACT YEAR**: The base contract year for teachers is composed of no more than one hundred eighty-six (186) duty days.
- M. **EXTENDED DAY CONTRACTS**: Extra contract days assigned by the Board in addition to the base contract year.
- N. **DAILY RATE**: One, divided by the contracted days, times the teacher's salary.
- O. **SALARY DEDUCT**: The salary deduct for a day's loss of wages shall be computed at the daily rate.
- P. **IMMEDIATE FAMILY**: Immediate family will include spouse, child, stepfamily, parents, grandchild, grandparent, sibling, aunt, uncle, niece, nephew, in-laws, and any person having been regularly living in teacher's household.

## **ARTICLE II GENERAL PROVISIONS**

### **Section A. Recognition Clause**

The Board of Education at its meeting on January 11, 1999 officially recognized the Pawnee County Teachers Association for the purpose of professional negotiations under K.S.A. 72-5412, et.seq, as the exclusive representative for the teacher's unit of the professional employees.

The bargaining unit shall be defined as those employees of the Board in positions that require a certificate issued by the State Board of Education, but shall not mean any such person who is an administrative employee.

### **Section B. Savings Clause**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **Section C. Ratified Agreement Distribution**

Once the Agreement has been ratified by both parties, it will be typed in the final form by the board. Both parties will proof read the final, typed copy and will attest to its accuracy by signatures of the appropriate representative(s) for both parties.

After sufficient copies have been made, at the expense of the Board, a copy will be given to each teacher presently employed and to each teacher newly employed during the term of this Agreement.

Any additional copies requested by and supplied to the Association shall be at the expense of the Association.

The clerk of USD #496 shall type and copy the revised negotiated agreement. The agreement will be distributed to the teachers within two weeks after ratification by Central Office personnel.

### **ARTICLE III. SALARY AND WAGES**

#### **Section A. Salary Schedule**

**Base salary will be \$42,000.00 for the 2022-2023 school year.**

#### **Section B. Salary Schedule Regulations**

##### **Definitions:**

Base salary shall mean the annual salary paid to a teacher who enters the employment of the Board of Education of Unified School District #496 with a legal certificate valid in Kansas, a baccalaureate degree and less than one school year of full time teaching experience. Step shall mean the increase in salary granted to a teacher through collective negotiation with the Board of Education.

##### **Operation of Schedule:**

A) The base salary shall be determined annually by the Board of Education.

B) Placement of teachers on schedule: Incoming teachers will be given full credit for experience at an accredited school prior to employment at Pawnee Heights, allowing one-step for each year. Teachers may be allowed one additional step for each year of experience in this system. However, when a teacher reaches the bottom step on a column, additional steps do not accumulate. In order to advance horizontally on the schedule, the teacher must have extended preparation in a field that will contribute to the effectiveness of an individual in forming teaching responsibilities, e.g. graduate or undergraduate hours in their endorsement areas.

C) Teachers who take additional college hours will be paid \$75 per credit hour if hours are credited toward an advanced degree, or would benefit them in the classroom. The hours must be taken for graduate credit, but an undergraduate class that would prove beneficial to the classroom work of a teacher may be accepted. All hours must have prior written approval from the superintendent of schools. Forfeiture of monies paid for credit hours will occur if an employee leaves the school district before completing two full semesters following the payment of credited hours. Any deviation from this time line must be approved by the superintendent of schools.

Classes to be taken must have prior approval from the superintendent of schools. No payment will be made without a transcript (printed on-line transcript is acceptable) from the post-secondary school where the college credit was earned. Payment for approved college hours will be made at the next monthly pay period following receipt of a transcript.

D) Horizontal movement on the schedule can be obtained by using a combination of two-thirds (2/3) college hours and one-third (1/3) in-service points. Twenty (20) in-service points will equal one college hour.

In-service points can only be used during the period of time of the current column movement. Once movement has been obtained, in-service point accumulation for the next step begins at zero. Prior in-service points can only be used since the date of the last certification.

E.) The district will reimburse teachers the cost to KSDE of renewing a standard 5 year certification/license after presenting a new certificate/license to the district office.

F.) Penalty for a certified teacher to be released from their contract without a suitable replacement will be as follows; \$3,000 after June 15th, \$4,000 after June 30th, \$5,000 after July 15th or \$6,000 after July 30th.

## **ARTICLE III. SALARY AND WAGES**

### **Section C. Supplemental Salary Schedule**

#### **General Provisions:**

All salaries are computed by multiplying the percentages by the base salary for the current contract year (B.A. Step 1)

Contract year 2022-2023 Base Salary – \$42,000.00

<u>High School Sports</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
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Football	11%	6.5%
Volleyball	11%	6.5%
Basketball (Boys)	11%	6.5%
Basketball (Girls)	11%	6.5%
Track (Boys & Girls)	11%	6.5%

(Per 18/19 agreement, Rick Carlson remains at his current HS track contract/salary of 9% each for girls and boys. At the time that he is no longer contracted as the head girls and boys track coach, the above salary of 11% for both takes effect).

Golf (Girls & Boys)	6.5%
Cheerleading	5.5%
Summer Weights	6.5%

#### **Junior High School Sports**

Football	6.5%	4.0%
Volleyball	6.5%	4.0%
Basketball (Boys)	6.5%	4.0%
Basketball (Girls)	6.5%	4.0%
Track (Boys)	6.5%	4.0%
Track (Girls)	6.5%	4.0%
Cheerleading	4.0%	

#### **Other Supplemental Assignments**

JH/HS Music	4.5%
Yearbook	4.0%
Driver's Education	0.5% per student
NHS	2.0%
Drama	2.5%
Forensics	2.5%
Scholars Bowl	4.0%
STUCO	4.0%
8-12 KAYS	4.5%
Concession Stand	7.5%
Asst. Concession Stand	3.75%
Freshman Class Sponsor (2)	1.0%
Sophomore Class Sponsor (2)	1.0%
Junior Class Sponsor (2)	3.0%
Senior Class Sponsor (2)	3.0%

In addition to the above compensation sponsors, whose class is responsible for concession will receive \$10.00 per hour to supervise the concession stand, cafeteria, or kitchen. There must be sponsor supervision in the concession area at all times including setup and cleanup. More than one sponsor can supervise/help in concessions only in instances when there is inadequate student or parent help. Sponsors may share supervision time per event, and time must be documented and submitted to the district office for compensation.

#### **Junior High School**

Scholars' Bowl	3.0%
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#### **Elementary**

Music	2.5%
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#### **Section D. Substituting During Preparation Period**

In the event a teacher is requested by the principal to cover classes for an absent teacher and agrees to do so, and such coverage results in the loss of a daily preparation time, the covering teacher shall be compensated at the rate of twenty dollars (\$20.00) per period, or a proportionate amount thereof in the event the covered period is less than a full one.

### **ARTICLE IV. HOURS AND AMOUNTS OF WORK**

#### **Section A. Contract Year**

The number of duty days and in-service days in the base contract year shall not exceed one hundred eighty-six (186) days, as determined and scheduled by the board.

#### **Section B. Duty Day**

The normal duty day shall be eight (8) hours, including lunch period. The board shall have the right to determine the number of minutes and the length of each period within the normal duty day of eight (8) hours. On Fridays or the last attendance day of a week, teachers may leave the building after the students have been dismissed. If dismissal time is earlier than full day regular dismissal time, administration may allow teachers to leave after students have been dismissed.

The duty day may be extended, for a reasonable length of time, to accommodate open houses, parent-teacher conferences, special education staffing, and faculty meetings as determined by the board and the administration. A written notification of any or all faculty meetings must be posted at least forty-eight hours in advance of the meeting date.

The board reserves the right to vary the number of minutes in the school day, including, but not limited to, the accommodation of the students' educational program, student transportation and other such aspects of the school operation as the board may deem appropriate.

#### **Section C. Lunchroom Duty**

USD #496 shall contract for lunchroom supervision for grades K-12.

### **ARTICLE V. DEFINED FRINGE BENEFIT**

An annual defined fringe benefit of \$7080.00 toward the district's group health insurance plan is provided to certified staff. This benefit is provided in twelve equal monthly installments (\$590.00). This benefit is prorated for part-time staff.

Those certified staff electing **not** to take the district's health plan will receive an annual payment of \$2,940.00 payable in twelve equal monthly installments (\$245.00) by the Board towards any one or any combination of the following: 1) Medical Reimbursement; 2) Dependent Care Reimbursement; 3) Salary Protection; (Disability) 4) Cancer/Intensive Care Policy; and/or 5) Accident Protection. The fringe benefit shall be separate and apart from the "cafeteria plan" of the district and shall not be available to employees as additional compensation.



## **ARTICLE VI. LEAVES**

### **Section A. General Conditions Covering All Types of Leave**

1. Other than specifically provided for in this Agreement, the board will not pay for unused leave benefits when a teacher leaves the employ of the district.
2. Any certified teacher who has been employed by Pawnee Heights USD #496 for a period of 10 or more years is eligible for severance pay. A check for 80% of the employee's accumulated unused sick days at a rate of \$45.00 per day will be issued in August following the teachers' contract.
3. The teacher shall be given leave as herein set forth and under certain circumstances may be granted and authorized absence by the board with or without pay. In the event the teacher is otherwise absent from duty, deductions shall be made from the salary at the daily rate of the teacher for each day of absence.

### **Section B. Illness, Injury, or Disability**

Each full time employee shall be credited with sick and personal leave as specified in the table below.

Part-time teachers will be granted sick and personal days proportionate to the percentage of full-time employment they are contracted to.

The maximum number of days of sick leave available to a covered employee in any one school year under this policy is equal to the sum of Maximum Total Accumulated Sick Leave plus the Days of Sick Leave Allowed per Year under the employee's contract.

Each employee may use his/her accumulated sick leave for personal illness or disability or for the serious illness, injury, or disability in the immediate family.

<u>Terms of Contract</u>	<u>Days of Sick Leave Allowed Per Year</u>	<u>Days of Personal Allowed Per Year</u>	<u>Maximum Total Accumulated Sick Leave</u>
186 days	8	5	60

Teachers on extended contracts will be granted one (1) additional day of sick leave for each additional month worked.

All teachers will receive 8 additional sick days and 5 additional personal days at the beginning of the new contract year. At the end of the contract year, the number of days unused, personal and sick, over 60 days will be paid to the teacher at a rate of forty-five dollars (\$45.00) per day. This payment will be made in November of the following contract year.

### **Section C. Sick Leave Bank**

The Board of Education shall maintain a sick leave bank. The board will contribute annually to match one for one the number of days the employees contribute up to a maximum of 20 days. No employee will be allowed to receive sick leave bank days unless he or she has contributed days to the bank.

A committee will be formed consisting of the superintendent of schools, a teacher, and a medical professional; with the superintendent of schools chairing the committee for sick leave bank. An application form to be used for requesting sick leave bank days will be developed by the committee. The committee will establish its own procedure for review of applications and the criteria for sick leave bank days. Information regarding the use of sick leave bank days and the interpretation of these decisions shall not be the basis for any grievance and the decision of the committee shall be final.

An application form completed by the requesting employee shall be sent to the superintendent of schools and shall serve as notification for the committee to meet. The application will be considered an emergency request and the committee will meet within 48 hours after receiving the application. At this meeting, the committee will make a decision if at all possible, or may delay the decision until receipt of additional information required by the committee.

The purpose of the sick leave bank is to provide a continuing income for employees who are faced with major illness or injury to themselves, a spouse, a child, or any person having been regularly living in the employee's household, and have used all of their sick leave days. This bank is not designed for brief absences after accumulated sick leave is exhausted.

**Formulation and Administration of Bank:**

1. Each employee who wishes to participate in the sick leave bank will contribute one of his/her sick leave days to the pool during one contract year. Days contributed by an employee become a permanent part of the bank and will not be refunded. At the beginning of each school year each employee will be asked to complete a form for that purpose. A list of those persons contributing to the bank will be given to the superintendent.
2. Days may be contributed to the bank from certified staff that have in excess of the 60-day accumulation limit (60+8).
3. Only those employees contributing to the sick leave bank will be eligible to draw from the bank. Initial and continued contributions of sick days when requested by the district will establish the employee's right to draw from the sick leave bank; lesser contributions than requested may result in reduced participation granted to the requester.
4. Any eligible employee who wishes to use the sick leave bank must be under a doctor's care and present a formal written application to the superintendent. The superintendent may require a statement from the employee's physician certifying that he/she is incapable of performing his/her duties as a result of the prolonged illness/injury to themselves or a member of the immediate family. The physician may be asked to certify in writing the number of days' absence the disability requires.
5. Before using the sick leave bank, each employee shall have depleted his/her accumulated sick leave days.
6. The sick leave bank may not be used to cover participants who are receiving pay from workers' compensation.
7. Prior to the year's end, the committee shall assess the need for rebuilding the bank for the ensuing year. The unused days in the sick leave bank will be carried over into the sick leave bank for the next contract year.
8. In the event the need arises to rebuild the bank during the school year, the committee shall meet and determine the method for rebuilding the reserve.
9. Sick leave bank benefits will not be acceptable for pregnancy, unless complications exist.
10. When the sick leave bank has accumulated a sufficient number of days, as determined at the sole discretion of the committee, those employees meeting all stipulated requirements may draw days from the pool of the sick leave bank up to 60 days.
11. A day drawn from the sick bank by a part-time employee will be proportionate to the percentage of full-time employment they are contracted to. Requested time from the sick bank by part-time employees may not exceed 60 calendar days.

## **ARTICLE VI. LEAVES**

### **Section D. Bereavement**

In addition to the allowance for sick leave, each employee shall have the privilege of a maximum of five days per incident on full pay in case of death in the immediate family. (Immediate family is defined in ARTICLE I. DEFINITIONS: P)

### **Section E. Disability Leave**

The Board of Education may grant leaves of absence for disability without pay. A leave of absence is a temporary suspension of duties subject to the board's policies/rules generally.

Any teacher who becomes disabled due to illness or injury or anticipates becoming disabled for reasons including, but not limited to, surgery, hospital confinement, medical treatment, confinement at home by order of the teacher's physician or pregnancy may become eligible for a leave of absence based upon said disability upon compliance with the rules hereinafter set forth.

#### **Anticipating Disability**

Any teacher who reasonably anticipates becoming disabled because of any of the reasons set forth above shall give written notice to the superintendent of the condition expected to result in disability as soon as the condition is known. In addition, such notice shall contain a statement from the teacher specifying the anticipated date on which the teacher wishes to resume duty following recovery from said disability and a statement from the teacher's physician concerning the teacher's present general health and physical capacity to work.

Where a teacher desires to continue in performance of duty during the period of time from the date of giving notice to the superintendent, as set forth above, to the date of disability, the teacher shall be permitted to do so only when the teacher's physician provides a statement stating that said teacher is physically capable of continuing to perform assigned duties. Such statement shall establish the time period, in the opinion of said physician, during which the teacher is expected to be capable of performing said duties.

After consultation with the teacher and principal, the superintendent shall determine whether or not the teacher is capable of performing assigned duties up to the date requested by the teacher.

In no event shall the board be obligated to permit a teacher anticipating a state of disability to continue in the performance of duty where the performance of said teacher has substantially declined from that performance shown by the teacher prior to consultation with the superintendent provided in the paragraph immediately preceding.

The statement of the teacher's physician concerning the teacher's general health and physical capacity to work shall be submitted to the board of education together with the recommendation of the superintendent concerning the teacher's continued performance of assigned duties. The board will consider both the recommendation of the superintendent and the physician's statement when acting to allow said teacher's continued performance of assigned duties after notification of the anticipated disability. The board reserves the right to have the teacher examined by a physician of the board's choice at school district expense.

Failure or refusal of the teacher to furnish a physician's report or to be examined by the board's physician shall preclude the teacher from receiving any sick leave benefits for any disability and effect a waiver of said eligibility to resume assigned duties.

If the teacher does not agree to the findings of the superintendent, the teacher may request a hearing before the board to state reasons for continuance of assigned duties. The hearing must be requested by the teacher in writing within a reasonable period of time prior to the regular Board of Education meeting when said teacher's future employment status will be determined. Said request will be delivered to the superintendent or the clerk of the board.

The board will make its decision within a reasonable period of time after hearing all of the evidence presented by the teacher, the superintendent and the teacher's physician. Said decision will be based on the evidence presented at the hearing.

## **ARTICLE VI. LEAVES**

### **Returning to Duty**

The teacher who submits a written physician's report that the teacher is physically fit for full-time employment may be declared eligible for resumption of duties.

If the superintendent has a good faith doubt that the teacher is capable of resuming regular classroom duties, the superintendent shall conduct an inquiry to determine whether the teacher is capable of resuming regular classroom duties. The findings and conclusions of the superintendent's inquiry will be given to the teacher in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the teacher and the teacher's physician, the teacher may request a hearing before the board to resolve the matter. The request for said hearing shall be given to the clerk of the board in writing within a reasonable period of time after receipt of the Superintendent's report. The board will hold the hearing at the next regularly scheduled board meeting.

Whenever, in the opinion of the board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the board. The teacher shall resume assigned duties no later than the first day of the school year following the date that the teacher was declared eligible for resumption of duty.

### **Extensions or Reductions of Leave**

Where disability leaves have been approved, the commencement of termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the board. Such extensions or reductions may be granted by the board for additional reasonable periods of time provided, however, that the board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the students and provided further that such change by the board is supported by reasonable evidence.

The provisions of this regulation shall not be deemed to impose on the board any obligations to grant or extend a leave of absence to any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

### **Leave Benefits**

All personnel benefits accrued by the teacher at the date the disability leave begins will be retained during disability leave unless the person concerned shall have severed an employment relationship by resignation. No additional personnel benefits will accrue during the period of disability leave except when expressly provided by law.

The provisions of this policy and regulation shall not be acceptable and shall be of no force nor effect during any period of time not covered by a contract of employment with the teacher.

A leave of absence due to a disability may be chargeable to the sick leave of the teacher.

District disability or sick leave benefits shall be reduced by any duplicating monetary benefit received by the employee under any plan, including a plan established by law, toward which the board contributes or for which the board pays. The board will retroactively adjust district benefits provided by the board under one plan when granted prior to the notice that the employee has elected to file for benefits under another plan provided in full or in part by the board, e.g., an employee's utilizing paid sick leave for a disability and filing for benefits under workmen's compensation which would be paid, duplicate all or part of the benefit provided earlier, and increase the employer's contribution rate because of the loss-experience record.

Such retroactive adjustment may involve a prorated deduction in wages to compensate for duplication of benefits or an endorsing all or part of the benefits over to the district. In either case, a proration of sick leave taken earlier will be reinstated to the employee's accrued accumulated sick leave. The adjustment will be conducted as group insurance companies coordinate benefits so that the employee receives the best adjustment of his full claim, but never more than the full amount of his claim. Such an adjustment shall not affect any personal insurance coverage carried by the employee in which the board is not a contributor.

## **ARTICLE VI. LEAVES**

### **Section F. Personal Leave**

Teachers will be granted five (5) days of paid leave for personal reasons. The following provisions govern the use of personal leave:

1. Personal leave may not be used to extend a designated school holiday.
2. Requests for use of personal leave must be approved by the appropriate administrator at least forty-eight hours in advance of the anticipated absence.
3. No more than two (2) employees from the same building will be granted personal leave on the same day.
4. Personal leave will not be taken during the last ten (10) school days.
5. Requests for personal leave which meet the provisions set forth in #1 through #4 will not require that the reason for the request be given.

If a teacher submits a request for personal leave that is outside the provisions established in #1 through #4, the superintendent has the authority to waive the limitations placed on the use of personal leave, if in his/her opinion, the request has merit and can be justified. Requests for personal leave of this type must contain the reason(s) for the request.

Unused personal leave will accumulate as sick leave for the next year.

### **Section G. Other Leave**

Occasionally, legal obligations may require the employee's absence which is not covered by the other provisions set forth in this Article. In such cases, two days may be used when approved in advance by the superintendent.

Absences for reasons other than those stated in adopted leaves and absence policies must be approved by the Board of Education. When approved by the board, only the cost of the substitute will be deducted from the employee's salary.

In cases of unapproved absences, the employee's salary will be deducted for each day absent at a rate determined by dividing the annual salary by the contracted days.

### **Section H. Jury Duty and Legal Leave**

Employees shall give as much notice as possible in requesting leave for Jury Duty and Legal Actions.

**Jury Duty** - An employee called to jury duty or subpoenaed as a witness in a legal action will be paid regular school wages for all days missed. All money paid to the employee from the courts, excluding mileage shall be turned over to the district general fund budget.

### **Section I. Funeral Leave**

After notifying the building administrator, a certified employee may attend funerals other than the immediate family with pay, but deducting the day(s) from his/her sick leave.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

### **A. Definitions**

1. Grievance: Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this Agreement.
2. Aggrieved Person: The person or persons making the complaint.
3. Party in Interest: The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Days: Except when otherwise indicated, days shall mean working days of the district office.

### **PROCEDURE**

#### **1. Level One**

Within 10 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her principal or other immediate supervisor.

#### **2. Level Two**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after discussion of the grievance, he/she may file the grievance in writing within ten (10) days of the Level One response with the principal on the form provided in Appendix "A".

b. Within ten (10) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person in an effort to resolve it. The principal shall submit his/her decision in writing to the aggrieved person within ten (10) days after the meeting.

#### **3. Level Three**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) days of the Level Two response with the superintendent or his/her designee.

b. Within ten (10) days after receipt of the written grievance the superintendent or his/her designee will meet the aggrieved person in an effort to resolve it. The superintendent shall submit his/her decision in writing to the aggrieved person within ten (10) days of the meeting.

#### **4. Level Four**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten (10) days of the Level Three response with the board or its designee.

b. Within ten (10) days after receipt of the written grievance by the board, the board will meet the aggrieved person in an effort to resolve it. The board shall submit its decision in writing to the aggrieved person within ten (10) days of the meeting.

**ARTICLE VII. GRIEVANCE PROCEDURE**  
**RIGHTS OF TEACHERS TO REPRESENTATION**

1. No reprisals of any kind will be taken by the board or administration against any participant in the grievance procedure by reason of such participation.
2. Any employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a grievance representative selected by the party in interest. At each step of the procedure, the grievant shall be entitled to be accompanied by legal counsel or any other parties the grievant may designate.

**MISCELLANEOUS**

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days during which the district office is open for business.
3. Failure by the administration to act on the grievance at levels one, two, and three in the allotted time will cause the grievance to move to the next level for consideration and resolution.
4. If, in the judgment of the group of professional employees they are all similarly affected due to a grievance, said group or class of employees may initiate and submit such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at level three. However, the group or class of employees has an option to veto any grievance initiation.
5. Decisions rendered at levels two, three, and four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest.
6. All grievance hearings shall be confidential.
7. All discussions and hearings shall be conducted at times other than when classes are in session during the school day.
8. When it is necessary for the party in interest or its representative to investigate a grievance or attend a grievance meeting or hearing during the school day they will, upon notice to the principal or immediate supervisor, be released without loss of pay. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.
9. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
10. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the board and the grievant(s) given appropriate distribution by the grievant(s) so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the board.
11. Nothing in this grievance procedure shall be construed as prohibiting a grievant from seeking a judgment or ruling in a court of law.

## **ARTICLE VIII. DISCIPLINARY PROCEDURES**

### **Section A. Complaints**

Any complaints regarding a professional employee made to an administrator by any parent, student, or other person shall be promptly called to the professional employee's attention. No verbal or written reprimand of a certified employee may be based on an anonymous complaint. The employee shall receive a copy of any written complaint, signed by the complainant. The employee shall have an opportunity to answer the complaint. The professional employee's written response will be communicated to the complainant and be attached to any retained written record of the complaint. The retention in the employee's file of any complaints concerning alleged acts by an employee may be the subject of a grievance.

## **ARTICLE IX. NON-RENEWAL OF CONTRACTS**

### **Section A. Reduction in Force**

- A. In the event that a reduction of teaching personnel becomes necessary, the board shall attempt to accomplish the same through normal attrition (i.e. resignation or retirement).
- B. In any reduction in force, a probationary teacher's position will be reduced before a non-probationary teacher when the non-probationary teacher is certified in the subject area or grade level of the probationary teacher.
- C. Teachers previously dismissed due to reduction in force shall be given consideration in filling subsequent vacancies.

## **ARTICLE X. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURES**

### **Section A. Evaluation - Availability of Evaluation Documents**

USD 496 Pawnee Heights will follow the law as outlined in Kansas Statute 72-2409

## **ARTICLE XI. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **Section A. Payroll Deductions**

Upon written authorization of a teacher, the Board of U.S.D. #496 will withhold the amount designated by the teacher for association dues from the monthly salary checks. Monthly, September through May, the clerk of the board will write a check for the amount of the dues deducted and forward the check to the treasurer of the Teacher's Association.

### **Section B. Association Leave**

Teachers who are officers, delegates, committee chairpersons, or anyone appointed by the president of the association, and who are active members of the United Teaching Profession, i.e., NEA, K-NEA, and the local association, may be granted Association leave to pursue professionally related activities such as attending a local, state, or national meeting of professional educators.

A written request for the use of association leave must be filed with and approved by the superintendent at least five (5) days in advance of the requested leave date. The request must have the written approval of the president of the Pawnee County Teachers Association before it is filed with the superintendent.

No more than two teachers may be absent on any one day unless approved in advance by the superintendent.

A total of two (2) leave days, with no deduct in salary, will be available to the association.

## **ARTICLE XII. PROFESSIONAL DEVELOPMENT COUNCIL**

The Professional Development Council of USD #496 is a representative group of local certified personnel and board members which advises the local Board of Education in matters concerning the planning, development, implementation, and operation of the In-service Plan.

Membership of the council shall consist of the superintendent, one board of education member, one elementary teacher (K-6), and one secondary teacher (7-12).



### **ARTICLE XIII. DURATION OF AGREEMENT**

This Agreement shall govern the rights, as provided in this agreement of the Board of Education, Unified School District No. 496, Pawnee County, Kansas and the Pawnee Heights teachers during the effective period of twelve months from [July 1, 2021 through June 30, 2022](#). This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this Agreement shall be continued in future agreements unless by mutual consent of the parties reduced to writing and signed.

ATTEST:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Rozel, Kansas.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President, Board of Education  
Unified School District No.496  
Pawnee County, Kansas

\_\_\_\_\_  
Pawnee Heights Teachers Association Representative

\_\_\_\_\_  
Pawnee Heights Teachers Association Representative

**UNIFIED SCHOOL DISTRICT NO. 496 GRIEVANCE REPORT FORM**

Procedure (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_  
(Check one to indicate level of grievance)

Date Filed \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. Relevant contract provisions: \_\_\_\_\_

C. Statement of grievant claim (statement of facts upon which grievance is based-use additional pages if necessary):

D. Relief Desired: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*  
Date Received: \_\_\_\_\_

F. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature \_\_\_\_\_

Date \_\_\_\_\_

## EVALUATION REVIEW AGREEMENT

The following signature indicates the teacher has reviewed the report only and does not necessarily agree with the principal's evaluation. The teacher may file a written report on his/her behalf to be included with this report and filed in the teacher's personnel file.

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Teacher's Signature

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Date

---

Principal's Signature

---

Date

# USD 496 Pawnee Heights

## Pre-Approval College Tuition Reimbursement

<b>Employee Name:</b>		
<b>Teaching Assignment:</b>		
<b>Term (check appropriate boxes and fill in blanks)</b> <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer	<input type="checkbox"/> Quarter <input type="checkbox"/> Semester <input type="checkbox"/> Year	<b>Term Dates</b>
<b>School</b>		Via TV <input type="checkbox"/> Yes <input type="checkbox"/> No  Via Web <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Course #</b>	<b>Course Title</b>	<b># of Credit Hours</b>
<b>Check the appropriate box below</b> <input type="checkbox"/> College Degree or Specialty Certificate. Requires approved Staff Development Activity Form. <input type="checkbox"/> Coursework only. Is this course part of an approved Academic Plan on file?    Yes    No If no, explain how the course is career related. <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>		

Employee Signature	Date	Superintendent Signature	Date
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