

**MASTER COLLECTIVE
BARGAINING AGREEMENT**

between the

U.S.D. 289 BOARD OF EDUCATION

and

**the
WELLSVILLE
EDUCATORS ASSOCIATION**

2020-2021

August 19, 2020

TABLE OF CONTENTS

1. Preamble	3
2. Definitions.....	3
3. Reservation of Rights	4
4. Duration of Agreement	4
5. Modification of Agreement.....	4
6. Savings Clause.....	4
7. General Employment Provisions	4-5
8. Payroll Periods	5
9. Salary Schedule	6
10. The Terms and Conditions for Moving Across or Down on the Salary Schedule.....	7
11. Summer/Extended Contracts, New Teacher Orientation.....	7
12. Part-time Contracts.....	7
13. Docking of Teacher's Salary	8
14. Supplemental Salary Schedule	8-10
15. Extra Duty Schedule.....	10
16. Mileage Reimbursement.....	10
17. The Contract Teaching Duty Day	11
18. Inclement Weather	11
19. Arrival and Departure Time	11
20. Lunch Time Duty	11
21. Daily Planning Periods	11
22. USD 289 Schools Class Schedule	12
23. Professional Leave	12
24. Leave	12
25. Perfect Attendance Bonus.....	12
26. Sick Leave Bank.....	12-13
27. Accumulated Leave Compensation.....	12-13
28. Leave Not Otherwise Covered	13

29.	Maternity Leave	13
30.	Jury Leave	13
31.	Other Temporary Leave	13
32.	Retirement	13
33.	Health Insurance	13
34.	Salary Benefit Withholding	13-14
35.	Grievance Procedure.....	14-15
36.	Disciplinary Procedures - Teacher Suspension	15-16
37.	Teacher Resignation	16
38.	Reduction in Force	16-17
39.	Discretionary Board Waiver of Statutory Probation Period	17
40.	Teacher Appraisal	17-18
41.	Performance Probation.....	18-19
42.	Salary Schedule Probationary Non-advancement	19
43.	Professional Development Council	19
44.	Association Rights.....	20
45.	Dual Credit.....	20
46.	Employer Sponsored 403(b) Retirement Account.....	20
47.	Mentor Program.....	21
48.	Scope Clause	21
49.	Collaboration / Teaming Time	21
50.	Early Retirement Benefit Compensation	21

MASTER COLLECTIVE BARGAINING AGREEMENT
between the
U.S.D. 289 BOARD OF EDUCATION
and
WELLSVILLE EDUCATORS ASSOCIATION

1. PREAMBLE

THIS AGREEMENT is made and entered into on the first day of July, 2020, by and between the Board of Education of Unified School District No. 289, Wellsville, Kansas, and the Wellsville Educators Association. This Agreement shall govern the entire rights of the parties, as provided herein, during the period of its duration.

2. DEFINITIONS

A. Administration

All persons employed by the Board in positions requiring an administrative certificate by regulation of State Department of Education as stated in the current certificate handbook.

B. Association

Wellsville Educators Association, affiliated with the Kansas National Education Association and the National Education Association.

C. Board

The Board of Education of Unified School District No. 289, Franklin County, Kansas.

D. Days

Except when otherwise indicated, "days" shall mean working days.

E. District

Unified School District (USD) No. 289.

F. Employee

The terms "employee" and "teacher" may be used interchangeably but shall mean the same.

G. Evaluator

As used in paragraph 40 that evaluator means building principal unless otherwise designated by administration.

H. Local In service Council

A representative group of local district certified personnel that advises the office of the superintendent in matters concerning the planning, development, implementation, and operation of local staff development programming.

I. Superintendent

Superintendent of Schools of Unified School District No. 289, Franklin County, Kansas.

J. Teacher

All educators, except administrators, employed by the Board of Education.

K. Non-Tenured

All teachers new to the district, who have not received tenure in an outside district, will be classified as non-tenured until they are offered a fourth (4th) year contract. Teachers who have received tenure at another district will be considered non-tenured until they are offered a third (3rd) year contract.

L. Tenured

USD 289 teachers will gain tenure as per the provisions of K.S.A. 72-5438 through 72-5443.

M. Collaboration/Teaming Time

Collaboration/teaming time shall be used to share student information and progress reports, develop coordination in lesson planning and sequencing with other teachers, the discussion of student progress and to develop and coordinate curriculum.

N. RAISE

A raise will be defined as any increase in money compensation by movement, base salary, supplementals, including health insurance and benefit packages.

3. **RESERVATIONS OF RIGHTS**

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

The Board and Association agree that the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Kansas and of the United States, including, without limiting the generality of the foregoing, the right to the executive management and administrative control of the activities of its employees; to hire all employees; and subject to the provisions of Kansas law, to determine their qualifications and conditions of their continued employment, or their dismissal, and to transfer all such employees; to establish levels of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; to define and outline objectives, philosophy, and curricular programs, and the duties and responsibilities and assignments of teachers and other employees with respect thereto; and determine all class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities and assignment of teachers. The use of judgment and discretion in connection with this reservation of rights shall be limited only by specific and express items of this Agreement.

4. **DURATION OF AGREEMENT**

This agreement shall govern the rights of the respective parties from July 1, 2020 through June 30, 2021. On March 31, 2021 the Board and Association agree to open up to 2 items plus up to 1 item for each facility plus salary.

5. **MODIFICATION OF AGREEMENT**

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter. All understandings or agreements shall be reduced in writing, signed by both parties, and made a part of this Agreement.

6. **SAVINGS CLAUSE**

If any provision of the Agreement of any application or this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation to replace any provision found to be contrary to law.

7. **GENERAL EMPLOYMENT PROVISIONS**

7.1 Physical Examination

Notice for a physical examination required by the Board shall be given to each employee at a time a contract is offered or renewed. The fee for the initial examination for employment in the District as required by state statute shall be the responsibility of the employee. Fees charged for subsequent physical examinations as required by the Board and conducted by a Board approved physician shall be paid by the Board in an amount as specified by the Board. Requests by employees to use physicians other than those selected by the Board shall be submitted to a committee of three administrators and three Association appointed teachers for approval. Fees charged, in excess of the amount established by the Board, by physicians not on the Board approved list shall be paid by the individual employee.

7.2 Teacher Self-protection

The Board will under no circumstances expect a teacher/sponsor/coach to be subjected to actual or threatened abuse, verbal or physical, from a pupil in person or by other communicative devices. Therefore, teachers may use such action as is reasonable and necessary to protect themselves, their property, and the students for whom they are responsible within the limits of the law. Such action, except when unreasonable, unnecessary, or unlawful, shall not be just cause for dismissal or non-renewal of contract.

7.3 One Half-day Workday Schedule

One-half day at the end of each nine-week grading period will be scheduled for record keeping purposes. Additional release time will be provided when requested by the educator and determined necessary by the building administrator for the completion of supplementary requirements, i.e. profiles, QPA documentation, etc.

7.4 Legal Action Against Employees

The Board will provide liability insurance for all employees for the 2019-2020 school year at the same level of the policy now in effect: \$1,000,000 aggregate with \$1,000 retention (deductible) per loss. The Board will pay half of the retention fee.

7.5 Association Leave

Delegates to meetings of K-NEA or related Association activities will be named by the Association president. Applications for such leave must be subject to the consent of the superintendent and made well in advance of the actual leave. When approved, the District will pay for the substitute teacher's pay. No more than five (5) days will be granted each year.

7.6 Plus Eight Category

To qualify for plus eight category or beyond, hours must be taken after qualifications for certification have been met.

7.7 Previous Experience

Teachers with prior experience may enter no higher than step six (6). Eight months or more shall be considered one full year of experience. Under exceptional circumstances, the Board may grant an initial applicant experience credit higher than step six (6).

7.8 Vacancies

All USD 289 vacancies shall be considered open for application upon acceptance of a resignation by the Board. After the Board's acceptance of a resignation, the Superintendent shall email all certified staff and, in addition, post the vacancy on the district website for a period of five (5) days prior to a certified employee being hired.

8. **PAYROLL PERIODS**

Teachers shall receive their pay on the 11th of each month, unless the 11th falls on Saturday or Sunday, and in such case pay shall be received on the Friday preceding the 11th. When the 11th falls on a legal holiday, pay shall be received on the preceding day.

Electronic transfers as per agreement with custodial banks will be credited to the teacher's account the morning of payday. Written paychecks will not be available before noon on payday. Paychecks and/or notices showing each deduction and net pay shall be provided by the Board.

Teachers who desire to receive their July and August checks in one payment on June 30, must notify the Clerk of the Board, in writing indicating such, before April 1.

Thirteenth Paycheck. New teachers to USD #289, who have never been employed by a school district as a certified teacher, will have the option of receiving thirteen (13) paychecks instead of the regular twelve (12), with the first paycheck coming after ten (10) days of employment. Interested individuals are required to file the necessary paperwork with the district clerk within the first three (3) days of duty.

9. SALARY SCHEDULE

- a. The salary schedule shall be established each year and entered on step zero 1 of the bachelor's degree column. The base salary for the 2020-2021 school year shall be \$39,260.
- b. Steps down and across shall be as follows:
 - 1. Vertical steps \$860
 - 2. Horizontal steps on the bachelors degree side \$700
 - 3. Horizontal steps on the masters degree side \$1,100
- c. Steps down on column 8 will be continuous and unending once an employee reaches 24 years of service.

2020-
2021

Step	BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16	MS+24
1	39260	39960	40660	41360	42060	43160	44260	45360	46460
2	40120	40820	41520	42220	42920	44020	45120	46220	47320
3	40980	41680	42380	43080	43780	44880	45980	47080	48180
4	41840	42540	43240	43940	44640	45740	46840	47940	49040
5	42700	43400	44100	44800	45500	46600	47700	48800	49900
6	43560	44260	44960	45660	46360	47460	48560	49660	50760
7	44420	45120	45820	46520	47220	48320	49420	50520	51620
8	45280	45980	46680	47380	48080	49180	50280	51380	52480
9		46840	47540	48240	48940	50040	51140	52240	53340
10		47700	48400	49100	49800	50900	52000	53100	54200
11			49260	49960	50660	51760	52860	53960	55060
12			50120	50820	51520	52620	53720	54820	55920
13				51680	52380	53480	54580	55680	56780
14				52540	53240	54340	55440	56540	57640
15					54100	55200	56300	57400	58500
16					54960	56060	57160	58260	59360
17						56920	58020	59120	60220
18						57780	58880	59980	61080
19							59740	60840	61940
20							60600	61700	62800
21								62560	63660
22								63420	64520
23									65380
24									66240
25									67100
26									67960
27									68820
28									69680
29									70540
30									71200
31									72060
32									72920
33									73980
34									74840
35									75700
36									76560
37									77420
38									78280

*Steps 0-1 consolidated from 2018-2019 salary schedule
 **Staff step placement may be less than or may not match their years of service of service as a result of this consolidation

10. THE TERMS AND CONDITIONS FOR MOVING ACROSS OR DOWN ON THE SALARY SCHEDULE

In order for the teacher's hours and advanced degrees to be eligible for horizontal advancement on the salary schedule for the following year, the teacher shall meet the following requirements on or before September 1 of the current school year:

- a) the proposed hours or advanced degrees should be in the teaching area of the teacher's current contract assignment or in the teaching area that may best meet the needs of the school district;
- b) submit the Individual Development Plan (IDP) of proposed hours or advanced degrees to the building principal, who will forward the request to the superintendent; and,
- c) bachelor degree teachers with Kansas State Inservice Plan approved IDP's may earn a maximum of four (4) credit hours to apply toward movement to the next salary schedule column. Twenty (20) earned inservice credit points shall equal one (1) college credit.
- d) Master degree teachers with Kansas State Inservice Plan approved IDP's may earn 160 points or any combination of IDP points and college credits that equal 160 points to apply toward movement to the next salary schedule column. Twenty (20) earned inservice credit points shall equal one (1) college credit. If a certified staff member was employed in the district in the 1998-99 school year, all accumulated IDP points will qualify for movement across. Certified staff employed in the school district beginning in the 1999-2000 school year will follow the Kansas State certification requirements allowing the previous 5 years accumulation of points.

The Administration shall expect a teacher to provide the Administration with grade cards, transcripts, or any other documents demonstrating the fact that hours were completed prior to September 1. So long as the teacher provides the Administration with notice by document that classes were completed prior to September 1, the administration shall utilize such information for payroll and teacher placement decisions.

A teacher's salary schedule placement shall normally move vertically one (1) step to the next as the teacher's years of experience in the school district increase. However, a teacher on the last step of a column shall remain at that step until such time as the teacher accumulates additional eligible hours or earns the next higher eligible degree that would authorize horizontal advancement to the next column. Teachers shall be eligible for a maximum of two (2) horizontal step advances per year.

Vertical and horizontal advancement by a teacher on the salary schedule for the next ensuing school year shall be conditioned on the teacher receiving satisfactory evaluations during the current school year. In the event that a teacher's evaluation indicated a deficiency in one or more areas, the Board shall have the exclusive right to place the teacher on probation and deny the teacher vertical and horizontal advancement for the next ensuing school year, per item forty-one(41).

The one exception to this paragraph is when a teacher has completed a qualified Master's program, then the maximum of two horizontal steps is waived.

11. SUMMER/EXTENDED CONTRACTS

Teachers employed for summer/extended programs will receive their previous year contract salary on an hourly rate basis (defined as their base salary/180 days /7.92 hours = hourly rate) for hours taught/worked. These teachers must submit a comprehensive report indicating the number of hours and days spent and the accomplishments of their summer program before payment is made.

12. PART-TIME CONTRACTS

Part-time teachers shall have their full-time equivalency (FTE) determined to the nearest 1/10 by the superintendent and the resulting FTE shall be multiplied by the teacher's full-time scheduled salary. Any part-time teacher who is assigned full-time supplemental or extra duties shall be paid full-time supplemental or extra duty wages.

13. DOCKING OF TEACHER'S SALARY

Any docking of teacher salary for teachers on a standard teaching contract of 180 contract duty days shall be 1/180th of the contract salary of each day of salary dock. Salary docking of teacher salary for teachers on extended contract or part-time contracts shall be on a pro rate of the 1/180th for the standard teaching contract.

14. SUPPLEMENTAL SALARY SCHEDULE

Current percentage allowances will be applied for the calculation of the following supplemental salaries. The base figure upon which these percentages will be applied will be the same as the salary schedule base. The amount calculated for each supplemental assignment for each teacher will be added to the teacher's salary as determined from the salary schedule. The sum of these figures will constitute the teacher's total contract salary. Supplemental duty assignments shall be voluntary.

A. Supplemental Vacancies

USD 289 supplemental vacancies shall be considered open for application upon acceptance of a resignation by the Board. After the Board's acceptance of a resignation, the Superintendent or designee shall email all staff of a vacancy and, in addition, post the vacancy on the district website for a period of five (5) days prior to any hiring. Rule 10 coach/aide positions will come open annually and be posted. Certified employees who apply will be given first consideration for the open position but the administration shall recommend the best qualified candidate to the Board.

Supplemental Salaries Clarification:

The following experience factor for all supplemental duties based on a percentage of the base salary will be applied to the contracts of faculty members of USD #289 who have continuously served in the same supplemental position as of the 1992/93 school year. Changes in supplemental duties after 1992/93 shall begin a new service period.

Base Percentage	Increase after 5 years continuous service	Increase after 10 years continuous service
0 - 5%	0.25%	.50%
More than 5%	0.50%	1.00%

If a team advances into the extended season the coaches involved will be awarded the extended season compensation as follows:

Coaches pay divided by (# weeks in season X 5 days) = daily rate of pay. Daily rate of pay X # days in extended season = extended season pay.

Should students qualify for FBLA nationals, the FBLA sponsor will be compensated a onetime stipend of \$1,200 per year, to be paid in the paycheck following completion of nationals.

Supplemental Salary Percentages

Fall Sports		Winter Sports	
HS Football Head	15.0%	HS Wrestling Head	14.0%
HS Football Head- Assistant	10.5%	HS Wrestling Head - Assistant	9.80%
HS Football Assistant	9.75%	HS Wrestling Assistant	9.10%
HS Football Freshman Assistant - Only	8.25%	MS Wrestling	4.20%
MS Football Head	8.25%		
MS Football Assistants	6.75%	HS Basketball Head	15.0%
		HS Basketball Head Assistant	10.5%
HS Cross Country Head	12.0%	HS Basketball Assistant	9.75%
HS Cross Country Head -Assistant	8.40%	HS Basketball Freshmen	8.25%

HS Cross Country Assistant	7.80%	MS Basketball	7.50%
MS Cross Country Head	6.00%		
MS Cross Country Assistants	4.80%		
HS Volleyball Head	13.0%		
HS Volleyball Head - Assistant	9.10%		
HS Volleyball Assistant	8.45%		
HS Volleyball Freshman Assistant - Only	7.15%		
MS Volleyball	6.50%		
HS Golf Head	12.0%		
Spring Sports			
HS Track Head	14.0%	HS Baseball Head	14.0%
HS Track Head Assistant	9.80%	HS Baseball Assistant	9.10%
HS Track Assistant	9.10%		
MS Track Head	7.70%	HS Softball Head	14.0%
MS Track Assistants	7.00%	HS Softball Assistant	9.10%
		HS Golf Head	12.0%
Summer Weightlifting			
Minimum of 3X week 1hr/day 10 weeks	3.00%		
Minimum of 3X week 2hr/day 10 weeks	6.00%		

High School Sponsors	
Annual	6.00%
Art Club	3.00%
Cheerleaders	12.00%
Concessions Manager	17.00%
Drill Team	8.40%
Forensics	6.50%
FBLA	8.00%
FBLA Assistant	5.50%
FFA	7.00%
Instrumental	10.00%
Junior Class - Head	3.50%

Middle School Sponsors	
Annual	4.00%
Cheerleaders	7.50%
Vocal	4.00%
Elementary Sponsors	
Music Program Director	3.00%

Junior Class (3)	1.00%		
KAYS	5.00%		
Math Team	3.00%		
National Honor Society	1.75%		
Play Production	9.00%		
Scholars Bowl	8.00%		
Sophomore Class - Head	1.00%		
Student Council	5.00%		
Student Mentor Sponsors (5)	3.00%		
Vocal High School	6.00%		

Previously offered sponsorships - Chess 3%, Chess Assistant 2%, Debate 5.5%, International Club 0.5%, Math Team MS - 1%, National Honor Society MS 1%, Scholars Bowl Assistant 5%, Scholars Bowl MS 2%, Students Against Destructive Decisions 1.5%

15. EXTRA DUTY SCHEDULE

All teachers can voluntarily request activity duty assignments. Teachers working activity duties will be paid the hourly rate/game specified for each duty. Teachers, working activity duties that pay by the hour, shall keep an hour log of all time on duty which must be submitted to the activities director prior to payment. The activities director will determine the number of hours to be paid.

Football clock – varsity	\$30.00/game
Football clock – All other games	\$25.00/game
Football chain gang – All other games	\$10.00/game
Basketball clock/book	\$18/game
Volleyball clock/book	\$14/match, 2 out of 3 games \$ 24/ match, 3 out of 5 games
Wrestling clock/book	\$12/hour
Softball/Baseball scorebook	\$18/game
All ticket taking	\$12/hour
All bus sponsors - high school	\$40/assignment
All bus sponsors - middle school	\$40/assignment
All other extra duties	\$12/hour
Saturday detention (2 hours)	\$30/day
Drivers Education	\$25/hour
Curriculum	\$18/hour

16. MILEAGE REIMBURSEMENT

Teachers who receive permission from the building principal and superintendent to drive personal automobiles on approved school business shall receive a per mile allowance. This allowance shall be equal to the maximum allowable by the Internal Revenue Service standards.

Teachers must present mileage claims on a monthly basis. Claims should be presented to the clerk of the Board ten days preceding the regularly scheduled monthly Board of Education meeting.

17. **THE CONTRACT TEACHING DUTY DAY**

Teacher contract duty day will be 180 days.

The teacher contract will include the following statement: Further Teacher Contract details can be found in the Master Collective Bargaining Agreement.

Except as provided for in Article 7.3 of this agreement the Board of Education shall determine if the days shall be utilized for teaching, inservice, or workdays. The teacher's duty day for non-teaching days shall be 8:00 a.m. to 3:30 p.m. or the equivalent number of hours as assigned by the building administrator. Duties on non-teaching days shall be as designated by the superintendent.

The utilization and/or implementation of the days shall be subject to Kansas State Department of Education rules and regulations and/or legislation by the State of Kansas.

Mentor Program – For Newly hired teaching staff to the district that have taught less than two years total, there is a Mentor program established. Please go to District Share Drive for specifics to the program. [Mentor Program](#)

18. **INCLEMENT WEATHER**

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

19. **ARRIVAL AND DEPARTURE TIME**

The duty day for elementary staff starts at 7:45 a.m. and ends at 3:40 p.m. The duty day for high school and middle school staff starts at 7:20 a.m. and ends at 3:15 p.m. On Fridays or on days when school is closing preceding a vacation period, teachers may leave the building immediately following the dismissal of students. Any certified staff member hired that may have flexible hours will have Board approval and notification will be given to WEA.

The Administration shall have the right to require the certified staff to attend ten (10) after or before hours staff meetings per year, with no more than two (2) meetings in any calendar month. There will be an effort to keep staff meetings no longer than one (1) hour in length. The staff meeting will be considered part of the normal contract day. The Administration will be able to assign one hour per year of duty to the teaching staff. The Administration will give reasonable notice of any staff meetings. Teacher conferences and committee meetings will be held as necessary and shall not be limited by the language stated above limiting the number of staff meetings. Staff meetings may be held before and after the normal contract day.

IEP meetings will be scheduled during the contract day but outside of student contact time whenever possible, understanding parents'/guardians' schedules may not always permit it. A teacher shall be compensated as described in Paragraph 21 in the event an IEP meeting is scheduled during their plan time.

20. **LUNCH TIME DUTY**

The Administration may request two (2) teachers to supervise students during the lunchtime, in the lunchroom, with pay. The Administration reserves the right to request, as the case may be, additional teachers, with pay, to supervise students during the lunch period in the lunchroom in case of an emergency as so determined by the Administration. Compensation will be paid at the teacher's hourly rate (defined as their base salary/180 days /7.92 hours = hourly rate).

21. **DAILY PLANNING PERIODS**

In a traditional five-day week, all certified elementary faculty will have at least four uninterrupted sixty-minute preparation/planning periods, derived from teacher unassigned time, during the student contact day, as designated by the building administrator. The four sixty-minute periods shall not include the time used for transportation of students and/or collaboration activities.

All certified middle and high school faculty will have a daily uninterrupted preparation/planning period during the student instructional day which will be equivalent to one (1) class period.

Certified faculty who do not receive the full preparation/planning period will be paid at the teacher's hourly rate (defined as their base salary/180 days/7.92 hours = hourly rate).

22. USD #289 SCHOOLS CLASS SCHEDULE

The elementary schedule shall begin at 7:55 a.m. and end at 3:10 p.m. and contain a twenty-five (25) minute lunch and a ten (10) minute recess.

The middle and senior high class schedule shall begin at 7:50 a.m. and end at 3:00 p.m. and contain a twenty-five (25) minute lunch.

23. PROFESSIONAL LEAVE

A teacher may request or be requested to attend national, regional, state, and local pedagogical meeting and conferences. All reasonable expenses incurred, e.g., travel, lodging, meals, tips, fees, etc. shall be paid by the Board through reimbursement of the teacher. The teacher will receive their salary and the Board will pay the substitute. Application must be made in writing and state the time, place, and purpose of the meeting. The application shall also contain an itemized list of: 1) days that a substitute will have to be provided, and 2) anticipated expenses. Application must be submitted to the building principal at least one (1) week prior to the scheduled meeting. The superintendent shall notify the building principal concerning approval or disapproval of each application. The decision of the superintendent shall be final. Building principals shall, in turn, notify said teacher at the earliest possible date of the superintendent's decision.

24. LEAVE

Eleven (11) days of annual leave allocation shall be granted at the start of each school year. Bereavement leave will consist of no more than 3 days paid. Leave may be used for any more time needed. Bereavement leave can be used for only immediate family. Immediate family consists of: spouse, parents, siblings, children, grandparents, grandchildren, step-children and spouse's grandparents, parents and siblings.

If termination of the teacher's contract should occur, for whatever reason, during the contract year, one day of leave will be deducted from the total of the eleven (11) days accrued during that contract year for each seventeen (17) days remaining on the contract. Should any teacher have used leave days in excess of the total number of days accrued in prior years, if any, plus the number of days which would have been accrued during the present contract year, less the deducted days, the teacher will have deducted from the earned salary an amount equivalent to one day's pay for each day of leave used beyond the total entitlement. One day's pay shall be defined as 1/180th of the total contracted salary except for teachers on extended contracts and an equal fractional percentage of the total contracted days for those on extended contracts. Any leave used is deducted from the current school year's allocation, before any leave is taken from the teacher's' accumulated leave.

The employee shall be expected to provide three (3) days written notice before taking a leave day. If a leave day is requested during the two (2) days prior to or following any school holiday, the first five (5) days or the last five (5) days of the school year, the employer need not grant the leave request. In the case of an emergency, all restrictions as to when leave may be taken may be waived. An emergency is defined as a combination of circumstances that require immediate attention and/or action that may interrupt or interfere with a teacher's duties at school. The teacher shall make a reasonable effort to inform the school of an emergency situation.

25. PERFECT ATTENDANCE BONUS

Teachers who have not used any of their earned leave during the contract year will be paid a bonus of one (1) day at 1/180 of the current contracted salary. The District Clerk must be notified by May 31 of the current contract year to be awarded this bonus.

26. SICK LEAVE BANK

Once personnel have exhausted all accumulated leave, they have the option to participate in the sick leave bank to attain additional days. All individuals who have not yet contributed 9 total days to the sick leave bank must contribute 1 day that contract year to be eligible for the use of the bank. Once individuals have contributed 9 days to the bank, they no longer need to donate to be eligible. Donations must be made by September 15th of the current school year by completing the form on faculty share.

The sick leave bank committee, comprised of WEA negotiation team and the superintendent, may grant up to 10 days per individual per school year upon receipt of application.

If it is a serious illness or injury, up to 10 additional days could be granted if available. The sick leave bank can accumulate every year, but no more than 150 days can be granted in a school year. If any individual would like to

donate to another individual after the use of the sick leave bank, they will be allowed to donate no more than 5 days to that person. Any employee leaving the district cannot donate extra days.

27. ACCUMULATED LEAVE COMPENSATION

A teacher who has been with the district for 9 continuous years and leaves the district, or becomes permanently disabled and unable to work, or dies during the current contract year, shall be eligible to receive \$40.00 per day for a maximum of 90 days.

In order to receive compensation, a donation of 9 days to the leave bank must be made sometime during the teacher's employment with the district. Once a teacher is at their maximum leave days of 90, the teacher will be able to accumulate to 101 days for the next year. At the conclusion of that year, any days over 90 will be compensated at a rate of \$40 per day bringing the teacher back to 90 leave days. If a teacher is terminated or resigns to avoid termination or does not fulfill contract obligations, the teacher will forfeit his/her accumulated days. Once the teacher retires, he/she will be paid \$40 per day for leave. The Board clerk will pay these days in the June check.

28. LEAVE NOT OTHERWISE COVERED

When a teacher uses more than the earned or accumulated leave in a contract year, 1/180 of the annual salary will be deducted for each day's additional absence.

29. MATERNITY LEAVE

Teachers who are pregnant are eligible to use leave, as provided in paragraph 24, and the leave bank as provided in paragraph 26. Nothing in this section is intended to conflict with any state or federal law applying to the school district or its employees which deals with maternity leave. If this section is found by a court of competent jurisdiction to be in conflict with state or federal law this provision is deemed divisible from the rest of this negotiated agreement.

30. JURY LEAVE

Teachers called to serve on jury duty shall be free to do so without loss of regular compensation or leave. Teachers serving on jury duty shall contribute to the district compensation received for actual jury duty pay except that received in payment for mileage.

31. OTHER TEMPORARY LEAVE

A teacher may be granted leave for any such reasons or purposes not expressly identified under previous sections, upon authorization of the Board. Such authorization shall specify the temporary leave as chargeable or non-chargeable.

32. RETIREMENT

The KPERS retirement policy states that a three (3) month notice to KPERS must be given on the proper forms prior to starting retirement. Such forms may be obtained from the local USD designated agent. Any teacher who plans to retire should notify the district KPERS representative at the earliest possible time and in every case by at least May 10 of the last service year.

33. HEALTH INSURANCE

If an eligible employee enrolls in district health insurance plans, the district will contribute \$551 per month for that employee's coverage for plan options 1, 2, or 3. Any remaining premium costs not met by the district's contribution shall be paid by the employee. Employees have the right to select other optional coverages as listed in Item 34 at their own cost. Employees that choose option 4 will have \$50 deposited into the employee's HSA.

If USD 289 is unable to secure and maintain proper health insurance coverage at a reasonable cost, as determined by the USD 289 Board of Education, the Board and the Association shall reopen negotiations for the sole purpose of determining how to best resolve the situation.

34. SALARY BENEFIT WITHHOLDING

1. Section 125 Cafeteria Plan

Salary Reduction

The school district shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1954 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any teacher may reduce their salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program.

The teacher shall make any salary reduction request within three (3) working days after commencing work in USD 289. That reduction shall remain in force throughout the twelve (12) ensuing months or through the August pay period or upon termination of employment with the district, whichever occurs first. In the event that the health insurance carrier increases the amount of the premium for health insurance during the term of the plan, the teacher shall have the right to have their salary reduced accordingly to cover the increase.

Items by which the teacher may reduce their salary are as follows:

- | | | |
|---------------------|--------------------------|-------------------------------|
| a) health insurance | c) dental insurance | f) life insurance |
| b) cancer insurance | d) dependent care | g) heart and stroke insurance |
| | e) salary protection ins | h) medical reimbursement |

If none of these options are chosen, the employee shall receive their total salary in cash and may purchase the above benefits from their total salary as a salary deduction. A plan participant will be allowed to change health care insurance status if the change is due to a change in family status (e.g. marriage, divorce, death of a spouse or child, or birth or adoption of a child).

2. 403(b) Annuities

The District will recognize five (5) qualified carriers as tax-sheltered annuity companies and included among the five shall be those companies presently under contract with the District and its employees (as of January 1, 1991).

Teachers wishing to participate shall complete all forms necessary to implement the contribution or deduction. Before any new company will be approved, up to five (5) companies, it must be demonstrated that at least five (5) or more teachers wish to enter into an annuity agreement with said company. Each teacher agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the District, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the tax-sheltered annuity company.

Salary Deduction

Items which the employee may deduct from their salary are as follows:

- | | | |
|--------------------------------------|--------------------------------|-------------------|
| a) health insurance | c) dental insurance | e) life insurance |
| b) cancer insurance | d) salary protection insurance | |
| f) association dues (WEA, KNEA, NEA) | | |

35. GRIEVANCE PROCEDURE

Any teacher shall have the right to grieve the meaning, interpretation, or application of any provision of this agreement. Any disagreement over Board policy or Board practice that is not specifically covered under this agreement may be taken directly to the Board through appropriate channels.

The teacher shall have a right to consult with any representative of their own choosing at each level of the grievance procedure. A teacher may be represented at all levels of the grievance procedure. No teacher may be required to discuss any grievance or portion thereof while their representative is not present. The WEA may grieve only those specific issues that have been identified in the negotiated agreement.

No party to the grievance procedure may take any acts of retaliation of any kind whatsoever due to the party's participation in the grievance procedure. If an investigation is warranted in the grievance process, and the investigation requires the teacher to be absent from their regular assignment, the teacher shall be released from their regular assignment without loss of pay or benefits. If it is necessary for a teacher representative to attend a grievance meeting or hearing during the school day, and the representative must miss their regular assignment, the representative will be released from their regular assignment without loss of pay or benefits. The representative must give notice to their principal or immediate supervisor in order to be released from their regular assignment as above described. Any teacher whose appearance is necessary in such meetings or hearings will be accorded the same right of release without loss of pay or benefit as well.

All documents, communications, and records dealing with the process of a grievance will be filed in a separate file and will not be kept in the personal file of any participant. All documents, communications and records dealing with the grievance are considered confidential by the Board of Education and shall not be released unless first presented with an order for release from a Court of competent jurisdiction.

The time limits at each level of the grievance procedure are maximum time limits and every effort should be made to use less than the maximum time limits. However, time limits may be extended by mutual agreement when circumstances justify doing so. The superintendent may act as the agent for the Board of Education in extending any time lines. Further, grievances filed towards the end of the school year shall be expedited insofar as is reasonably possible, with the intention of completing the process by the end of the school year. Failure at any level of this procedure to communicate the disposition, in writing, on a grievance within a specified time limit shall permit the grievant to proceed to the next level of the procedure.

At each level of the grievance procedure any party may consult with their attorney. At any level of the procedure if the grievant is not represented by counsel, or other representation, the grievant may seek such representation. All grievance hearings will be considered confidential matters concerning personnel and all records and documents promulgated from any hearings will be considered privileged and confidential. The parties will be able to keep accurate records of all meetings.

A teacher shall request a conference with the principal within twenty (20) school days after the teacher knew or should have known of the fact which constitute the basis of the grievance. Failure to request a conference within the above stated time frame shall constitute a waiver of the right to grieve the specific facts which were grievable. If the teacher has been unable to obtain a conference with the principal within five (5) school days of their request for any reason other than the principal's absence from duty, the teacher may file the grievance in writing at the next level. If the teacher does not receive the principal's disposition within five (5) school days following the conference or, having received the principal's disposition, it is not acceptable to the teacher, the teacher may file a grievance at the next procedural level. A teacher's request for a conference with the principal must be in writing on a form approved by the Board of Education and the WEA.

A grievant may request a grievance hearing with the superintendent within twenty (20) school days of the receipt of the principal's disposition. The superintendent shall conduct a grievance hearing within twenty (20) school days of the receipt of the request. After conducting the grievance hearing, the superintendent shall make a written disposition within ten (10) school days. If the grievant has not received the superintendent's written disposition within ten (10) school days following the hearing or, having received the disposition, it is not acceptable to the grievant, the grievance may be submitted to the Board of Education.

The grievant may, by written notice to the Board, within thirty (30) days after the superintendent's hearing on the grievance, submit the grievance to the Board of Education. The Board will issue their decision not later than thirty (30) days from the date of the closing of the Board hearings.

A grievance report form may be obtained from the school principal, the superintendent's office or the Wellsville Educators Association. Each portion of the grievance report form should be completed as fully and with as much detail as possible. A statement of facts upon which the grievance is based should include all relevant facts, including time, date, place, and persons involved in the transaction. The specific, relevant contract provisions should be stated in the grievance report form as well. Finally, the grievant shall specify the relief which the grievant desires. A copy of the grievance report form will be delivered to the building principal or superintendent and the Wellsville Educators Association.

36. DISCIPLINARY PROCEDURES - TEACHER SUSPENSION

After a meeting between the teacher and the Administration, the superintendent shall have the right to suspend with pay any teacher for any of the following reasons. The reasons listed below are illustrative in nature and do not contain an exhaustive list of all acts.

1. In the judgment of the superintendent, a clear and present danger to the welfare of the student, other teachers, or school property and equipment exists by the continued presence of the teacher. In such a case, the superintendent may take action to suspend the teacher from all professional assignment.
2. It is the expectation of both the Board and the Association that the implementation of this policy shall at all times be conducted in a professional and mutually respectful manner and that all conversations shall take place in a confidential and discreet location.
3. Initial verbal warning: Any certified employee who is deemed unprofessional will be given a verbal warning by administration. This verbal warning will be delivered at a scheduled meeting within two working days whereby the employee has time to arrange for representation should they choose to have representation. The employee will be provided a written copy of the policy involved.

4. Written Notice of Discipline: If the certified employee repeats the violation, the supervising authority may prepare a written Notice of Discipline and place it in the districts employee file. This written notice of discipline will be delivered at a scheduled meeting within two working days whereby the employee has time to arrange for representation. The employee has the right to respond to any material that is placed in his or her district employee file.
5. If the employees professional behavior does not comply with the previous disciplinary steps, or the above two sections have been waived according to paragraph 1, then he or she may be reassigned to other duties or suspended with pay. Notices of reassignment, suspension and/or charges of insubordination will be delivered at a scheduled meeting within 2 days whereby the employee has time to arrange for representation.
6. Evaluation may not be used as a disciplinary tool.
7. There shall be an administrative determination into whether dismissal will be recommended to the Board. Dismissal for cause will be governed by KSA 72-2252 et seq.

37. TEACHER RESIGNATION

In Accordance with K.S.A 72-2251, the Board must notify a teacher on or before the third Friday in May. The teacher must notify the Board on or before the 14th calendar day following the third Friday in May.

An employee who has not resigned by the continuing contract notification date for teachers shall not be released from that contract until a competent replacement has been contracted or when it is in the best interest of the district.

In the event, any employee resigns or fails to honor the terms of the employment contract, the board retains the right to enforce the contract according to Kansas statutes.

In the event, the employee terminates employment in the district without compliance with his provision, the board may contact the Professional Practices Commission according to Kansas Statutes.

38. REDUCTION IN FORCE

When, in the sole discretion and judgment of the Board, it is necessary to reduce the number of tenured teachers, the Board shall give consideration to the following factors in determining which tenured teachers' contracts shall be non renewed due to staff reduction. Insofar as possible, staff reduction shall be accomplished by attrition due to resignation and retirement. The facts which shall be utilized by the Board are as follows: (listed in no stated order of importance)

- a. Professional educational performance as determined from the tenured teacher's evaluation.
- b. Teaching experience in the specific subject matter areas.
- c. Elementary/secondary level teaching experience.
- d. Areas of certification.
- e. Advance degrees and additional credit hours as reflected by the teacher's placement on the salary schedule.
- f. Tenured teachers with the most years of active service.
- g. Any other lawful factor which may be considered by the Board which is not listed above.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

1. The Administrative staff will ascertain the educational programs for the district to meet the educational goals established by the Board.
2. The number of teachers needed to implement the District's educational program will then be determined by the Administrative staff based on those educational goals as determined by the Board.
3. All teachers will be evaluated in relationship to the educational goals of the district as determined by the Administrative staff.

Individual qualifications in specific skill areas or discipline shall be ascertained and applied to the teacher needs of the district. Educational forms, instruments or tools will be used to measure each staff member's teaching ability.

Any certified teacher who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. This right to be considered for re-employment shall exist for a period of four (4) years from the date a teacher was non-renewed. The Board shall give consideration to the following factors in determining which teacher shall be recalled: (listed in no stated order of importance)

- a. Professional educational performance as determined from the tenured teacher's evaluation.
- b. Teaching experience in the specific subject matter areas.
- c. Elementary/secondary level teaching experience.

- d. Areas of certification.
- e. Advanced degrees and additional credit hours as reflected by the teacher's placement on the salary schedule.
- f. Tenured teachers with the most years of active service.
- g. Any other lawful factor which may be considered by the Board which is not listed above.

A tenured teacher's years of active contracted teaching service with the district and placement on the salary schedule shall not be adversely affected as a result of the non-renewal of such teacher's contract due to staff reduction. However, such teacher shall not receive credit for the years of active service or credit on the salary schedule for the period of time between the terminal date of the teacher's non-renewed contract and the date of the resumed full-time teaching services for the district following recall.

Teachers affected by staff reduction under the conditions of this agreement who desire reinstatement must notify the superintendent in writing of their interest and availability every year after the termination date of their contract and shall keep the personnel office informed of any change in their telephone number and address. The Board's obligation to notify teachers of an employment opportunity shall be to notify the teacher at the address in the Board's files.

Failure to accept re-employment within ten (10) days and to be available for duty within twenty (20) days after receiving notice of recall shall relieve the Board of any responsibility with regard to recall of the teacher who so rejects such re-employment, and such rejection shall be deemed to be a resignation by the teacher from the preferred eligibility list. Provided, further, any teacher whose re-employment is terminated as a result of staff reduction and thereafter accepts a teaching position in another district shall retain the right to be considered for re-employment until after the end of the year for which the subsequent contract was signed.

Any teacher laid off shall be accorded recall rights unless specifically waived in writing. The Board shall annually provide WEA with a current list of those who have retained these rights. WEA shall have the right to file a grievance for a teacher who is not currently employed if it appears that the teacher's recall rights have been violated.

39. DISCRETIONARY BOARD WAIVER OF STATUTORY PROBATIONARY PERIOD

In accordance with KSA 72-2260 all teachers must serve a statutory period of three (3) consecutive years teaching service in USD 289 before Kansas statutory due process provisions are applicable.

However, the above cited section does allow any school Board to "waive such three (3) year requirement for any teachers employed by it who, prior to such employment, were teachers who had completed not less than three (3) consecutive years of employment in any school district in this state." Therefore, teachers employed in USD 289 who qualify may request a waiver of statutory probation by the Board of Education. When granted, such waiver will be made in writing, a copy of which will be given to the teacher.

Under no condition shall a Board denial of such waiver be subject to the grievance procedure.

40. TEACHER APPRAISAL

The District's evaluation forms are to be given and explained to the teaching staff. The building principal is charged with this responsibility of discussing the evaluation objectives and procedures with the teachers during the inservice workshop. Evaluations will not take place until this has been done. The building principal evaluates teachers, library and guidance personnel under their supervision. The evaluator will evaluate the employee by using the observations recorded. Evaluator will use the tools designed to meet the objectives approved by USD 289.

Purpose of Evaluation – it is understood and agreed upon that the Board and the WEA believe teacher evaluation is an important tool. The purposes for effective evaluation are:

- to enhance and improve instructional effectiveness that promotes student learning;
- to promote a positive environment for professional growth and development;
- to provide supervision that is adaptable to teaching needs and teaching assignments;
- to provide an objective assessment of overall performance based on the district's evaluation tool; and
- to support state law, Board of education personnel policies, and the Master Collective Bargaining Agreement.

Certified teaching staff will be evaluated according to [K.S.A. 72-2409](#).

Additional evaluation conferences shall be scheduled as needed in order to provide the teacher maximum assistance in strengthening and improving performance.

Evaluations shall be of two types, formal and informal.

1. Pre-Observation Conference. Before the first formal observation, the evaluator should meet with the teacher to discuss the teacher's self-assessment based on the Teacher Evaluation Rubric, the teacher's most recent professional development plan, and the lesson(s). The goal of this conference is to prepare the evaluator for the observation. Pre-observation conferences are not required for subsequent observations.
2. Formal Evaluation. Each formal evaluation must be at least 30 minutes. The formal evaluation will also include notes obtained from observations made previously and are a part of the observation record.
3. A post evaluation conference shall be scheduled within 5 school days after the formal evaluation.
4. Formal written document will be available 10 days following the formal evaluation.

In addition to the FORMAL method of evaluation, it is the philosophy and expectation that frequent conferences of a more informal nature will take place concerning improving the quality of certified teacher performance. This shall be an informal observation.

These INFORMAL observations may result from a variety of circumstances, such as:

1. Observation by the evaluator in the routine performance of duties of any aspect of job performance.
2. Concerns expressed by the certified teacher concerning any problem area(s) in which the certified teacher feels the need for assistance in order to improve performance.
3. All teachers will receive a minimum of three (3) observations per year, not in consecutive weeks.

Following the Informal observation, the evaluator will place a copy of the Observation in the teacher's box (virtual) and will file a copy for the evaluator's use in the writing of the Formal evaluation.

In the event that the certified teacher feels that the formal evaluation is inaccurate, unfair or incomplete, the certified teacher may request, in writing, a review of the evaluation by the superintendent within two (2) weeks of the post-evaluation conference date. It will then become the responsibility of the superintendent to review all aspects of the evaluation and the teacher performance in order that objectivity and fairness to all parties is achieved.

In the event that the certified teacher feels that the Observation Record is inaccurate, unfair or incomplete, the certified teacher may request, in writing, a review of the Observation Record by the superintendent within three (3) weeks of the Observation date. It will then become the responsibility of the superintendent to review all aspects of the Observation Record and the teacher performance in order that objectivity and fairness to all parties is achieved.

Signed copies of all certified teacher evaluations shall be filed in the certified teacher file in the superintendent's office. A signed copy is to be given to the certified teacher.

The certified teacher's file in the principal's office and in the superintendent's office shall be open to the inspection of the teacher at all times except for credentials and related papers from placement bureaus which, by their own regulations are labeled confidential. Except by order of a competent jurisdiction, evaluation document and responses thereto shall be available only to the evaluated teacher, the Board, the State Board of Education as provided by KSA 72-258, the Board and the administrative staff of any school to which such teacher applies for employment, and to other persons specified by the teacher in writing to the Board.

Copies of the certified teacher evaluations and the evaluation document and responses thereto will be maintained in the personnel file for each certified teacher in the Board office for a period of not less than three (3) years from the date the evaluation was made.

The usage of Multiple Measures to see student achievement and used for teacher recommendations, cannot be used for teacher recommendations until the 2019-2020 school year.

State law supersedes anything written in item #40.

41. PERFORMANCE PROBATION

On occasion, evaluation of an individual teacher's performance will reveal problems of a nature which suggest deficiencies (below average) in the teaching performance of a teacher, but these problems may not be of such a degree to indicate a critical need for termination of employment. Rather, it may be decided that the interest of the teacher and the District can better be served through an intensive assistance program by the Administration and other professional employees.

As a result of conclusions drawn from the evaluation of a teacher's performance, a teacher may be placed on probation. Placement on probationary status shall be an Administrative decision. It is emphasized that probation, while a disciplinary action, may be only formal recognition of a situation which indicates a need for more intensive

supervision and assistance in certain performance areas where the teacher is experiencing serious difficulty and remediation is appropriate.

In such case, the teacher may be placed on probation until such time as the problems experienced by the teacher are reduced to an acceptable level or eliminated, or it is determined that the best interest of both the teacher and the school system can be best served by asking the teacher to resign or by formally terminating and/or non-renewing the teacher's contract.

No teacher shall be placed on probation prior to the end of the second supervisory appraisal or prior to the end of their first semester of teaching, whichever occurs first.

Probation shall commence only after the building principal sets forth the reasons and conditions of the probation in writing and provides such document to the teacher.

42. SALARY SCHEDULE PROBATIONARY NON-ADVANCEMENT

In the event that two consecutive teacher evaluations indicate a deficiency (below average) in one or more significant areas of evaluation criteria, the teacher shall be notified in writing of the deficiency or deficiencies. If, in the opinion of the building Administrator, the teacher's deficiency or deficiencies have not been remedied, then the superintendent shall so advise the Board in writing of the teacher's evaluation deficiency or deficiencies. The Board, after hearing the superintendent's recommendations for probation and after evaluating the evidence gathered by the Administrative staff, may place the teacher on probation.

On or before April 30 of the school year the Board shall determine whether the teacher's evaluation deficiency or deficiencies warrant placing the teacher on probation for the next ensuing school year. If the Board determines that a teacher shall be placed on probation, then the teacher shall not be entitled to vertical or horizontal advancement on the salary schedule for the next ensuing school year. The decision of the Board shall be final and shall not be the subject of a grievance by the teacher, but the teacher shall have the right to grieve the propriety of the procedures followed in arriving at the decision. A teacher may be placed on probationary salary non-advancement for a maximum of one (1) year. During this time period, the Administration may conduct as many evaluations as the Administration deems appropriate. If a teacher is removed from probation, that teacher shall return to the salary position held, or would have held, if non-advancement was not invoked.

43. PROFESSIONAL DEVELOPMENT COUNCIL

The Professional Development Council (PDC) will be:

1. Representative of the certified personnel in each of the attendance centers.
2. Composed of at least as many certified personnel as administrators. (Number of certified: 2- elementary school, 2 – high school, 2 – middle school, 1 – administrator who is the chair.)
3. The teachers and non-administrative certified personnel will select members from within their group to represent them on the PDC, and the administrators will select members from within their group to present them on the PDC. (K.A.R. 91-1-217)

The Professional Development Council (PDC) members for each school year will be reported annually to the State Department of Education in the Inservice Plan Annual Update.

Responsibilities of the PDC shall be limited to:

1. Develop operational procedure
2. Review and recommend to the PDC chair approval and disapproval of individual professional development plans for renewal of certification.
3. Will hear appeals for unapproved Professional Development Plans (PDP).
4. Determine approval of points given for inservice activities.
5. Participate in annual training as required by the state. (K.A.R. 91-1-215 through 91-1-220.)
6. The PDC will be responsible for the following tasks (K.A.R. 91-1-216):
 - a. Assess district and/or building inservice needs
 - b. Identify goals and objectives
 - c. Identify acceptable activities for staff
 - d. Establish evaluative criteria for accepting activity

44. **ASSOCIATION RIGHTS**

Section A. Access to Bargaining Unit Members at the Workplace.

Duly authorized representatives of the Wellsville Educators Association shall be permitted to transact official association business on school property prior to 7:45 a.m. and after 3:25 p.m. on teaching duty days and before 8:00 a.m. and after 3:30 p.m. on non-teaching days. Classroom activities shall not be interrupted. Any Association representative visiting any building shall check in at the principal's office the same as all other visitors.

Association representatives shall have the right to post notices of activities and matters of Association concern on a bulletin board, at least one of which shall be so designated in each school building.

Association representatives shall have the use of the District mail service and teacher mail boxes for communication to teachers.

The Association shall have the right to use school buildings, which are not otherwise in use, for Association meetings, i.e., members and representatives of the Association. Use of school buildings by the Association shall be subject to and in compliance with Board Policy.

Section B. Payroll Deduction of Dues.

Upon receipt of a signed authorization by each teacher, the Board will provide a payroll deduction of Association dues as contemplated in KSA 72-8601(b).

Pursuant to such authorization, the Board will deduct equal monthly payments of such dues from each regular monthly payroll check of the teacher beginning not later than thirty-one (31) days following receipt of the signed authorization. Such authorization shall continue in effect from year to year until and unless revoked by the teacher in writing.

The annual dues amount for each member shall be established by the Association. Such amount to be deducted will be provided to the clerk of the Board in writing by the last non-teaching duty day prior to the start of school.

Each month the Board will transmit to the Association's treasurer the total monthly deduction for dues. Any balance due upon the teacher's termination shall be deducted from such teacher's final payroll check.

45. **DUAL CREDIT**

Dual credit classes must be mutually agreed upon by the administration and the certified teacher. Certified staff members who agree to teach Dual Credit classes must meet Neosho County Community College requirements and restrictions. Dual credit classes must be approved by the BOE. Each Dual Credit class will be limited to a minimum of 8 students and a maximum of 10 students, unless otherwise agreed upon by the teacher and the building administrator. Neosho County Community College will pay a flat fee for each credit hour taught. The money collected by the school district will be distributed in the following manner:

- a. Staff will be paid \$10.00 per credit hour per student enrolled in the class, and;
- b. For those classes which have at least 8 students enrolled, the teacher will receive a budget of \$100.00 with which to purchase materials for the dual credit class.

46. **EMPLOYER SPONSORED 403(b) RETIREMENT ACCOUNT**

All KPERS-eligible employees will be eligible to participate in an Employer sponsored 403(b) Plan through OFG Financial Services. Employees must contribute a minimum of \$15 per month to guarantee the District's \$15 monthly matching contribution. The District will only contribute \$15 a month to each participating employee's account. All 403(b) rules and provisions will apply to each account.

47. **MENTOR PROGRAM**

For Newly hired teaching staff to the district that have taught less than two years total, there is a Mentor program established. Please go to District Share Drive for specifics to the program. [Mentor Program](#)

48. **SCOPE CLAUSE**

This Agreement, together with the agreements heretofore mentioned, shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement; the parties acknowledge that all negotiable items which were or could have been raised during the negotiations leading to these agreements were discussed or could have been discussed, and therefore, each agrees that the other will not be obligated to negotiate on any items whether contained herein or not, during the life of this agreement.

49. **COLLABORATION/TEAMING TIME**


Three days of collaboration time will be scheduled throughout the school year for the purpose of providing teachers with the time to develop, monitor, coordinate, and analyze a wide range of issues related to curriculum, instruction, and school improvement. The specific issues that are worked on may vary from work session to work session; however, the selection of issues is left to the teachers and building administrators. In general, teachers will have the opportunity to work across and within grade levels, or to work in the specific departments, or on integration projects. **Agendas for colab time will be developed by teacher groups and administrator at least one week ahead of scheduled colab time. Minutes of each meeting will be turned into the building administrator within three workdays.**

50. **EARLY RETIREMENT BENEFIT COMPENSATION**

Retirement is defined as eligible for Kansas Public Employees Retirement System (KPERs) retirement. Employees are required to notify the Board of Education of an intent to retire by November 30th of the year prior to retirement. The retirement benefit applies only to those licensed/certified employees who are retiring. It does not apply to employees leaving the District for any other reason. Upon retirement from USD 289 Wellsville, employees will receive a retirement benefit of \$9,000 per year for 5 years. The \$9,000 payment will be made as a lump sum payment paid by January 30th each year. Employees with 403(b) annuity accounts as outlined in Paragraph 34 will have the option of having their annual payments deposited into their account, provided such payment is in accord with IRS regulations. The Early Retirement Benefit Compensation will expire on June 30th, 2021.



Beth Watson, President
USD #289 Board of Education



Heather Heath, President
Wellsville Educator's Association