

LEAVENWORTH
UNIFIED SCHOOL DISTRICT #453

Leavenworth County, State of Kansas

Negotiated Agreement

2017-2018

ARTICLE 1

RECOGNITION

The Board of Education of Unified School District #453 recognizes the Leavenworth-NEA for the purpose of professional negotiations under KSA 72-5413 et seq, as the exclusive representative for all full and part-time teachers contracted by Unified School District #453. This organization shall be referred to in this agreement as the "association".

The term "teachers" includes counselors, librarians, psychologists, speech therapists, ROTC instructors, social workers and occupational therapists contracted by Unified School District #453 in positions for which they hold a valid teaching certificate issued by the Kansas State Department of Education or a special certificate required for special education funding. The term does not include administrators, substitute teachers, nurses, and physical therapists, teachers who have retired under the district's early retirement plan or classified employees.

ARTICLE 2

REFERENCE CLAUSE

The provisions set forth in this agreement shall be included by reference in the contracts of all teachers employed by Unified School District #453 during the term of this agreement. This agreement shall be made a part of the teacher's individual comprehensive contract, with the same force and effect as though fully set forth therein.

This agreement may be altered, changed, added to, deleted from, or modified during the period of this agreement only through the voluntary, mutual consent of the parties in written and signed amendments to this agreement.

ARTICLE 3

DURATION

This agreement, together with all terms and conditions and effects thereof, shall be in full force beginning July 1, 2017, and shall continue in full force and effect to and including June 30, 2018.

Articles in this agreement not placed on the table by March 31, 2018, or otherwise provided by law, will continue into the subsequent ratified agreement.

Duration will automatically be opened for each negotiation cycle without the need for either party to notice. This will not be considered one of the three permissible topics each party may bring each year pursuant to Kansas statute. This paragraph is subject to applicable law.

ARTICLE 4

SAVINGS CLAUSE

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

ARTICLE 5

CONTRACT YEAR

The length of the contract year will not exceed 186 days. Employees new to the school district shall work up to an additional four (4) contract days for the purpose of completing the district's new teacher induction program. These employees will be compensated for those four (4) days at the rate of \$175 per day.

ARTICLE 6

DUTY DAY

The duty day for teachers shall include:

A. Length of Day

1. Student Days –

a. Length and configuration of the student day

On days when students are in attendance- the duty day for teachers shall consist of an 8 hour block of time. This block of time shall consist of a 25-minute period before the start of school, a 30-minute duty free lunch period and a 25-minute period of time after the normal dismissal time for students.

If teachers are assigned to supervise students during the 30 minutes before and after regular class time, assignments will be made on a rotating basis.

b. Lunch during the student day

Duty Free Lunch - Teachers shall have a daily duty free lunch period of 30 minutes.

Leaving the Building - Teachers may leave the building during their lunch period by following the checkout procedure established by the principal.

2. Student partial days - On days when students are in partial attendance, the duty day for teachers will be as follows:

8 hours when lunch is served

9 hours* when lunch is not served *(includes 1-hour meal period)

B. Additional obligations and requirements

1. Teachers are expected to be available for:

a. Parent, student and administrative conferences

b. Student staffing

c. No more than two building level meetings per month not to exceed sixty (60) minutes beyond the contract day (grade level, faculty, departmental, pod, strand, etc). Special Education and Title I teachers are to attend these meetings unless preempted for a Special Education or Title I meeting scheduled by the administration.

d. One hour-long back-to-school night per year, no later than the 25th student contact day

e. The principal may require the attendance of the teacher at three (3) evening programs which are directly related to the educational program.

f. If a one-day staff retreat is scheduled, it must be held within seven (7) calendar days of the beginning of school. Teachers must be notified of the retreat date on or before June 15th.

g. One and a half (1 & 1/2) days between the beginning of the contract year and the first student day for all students. One (1) day at the end of the first and third quarters, and one half (1/2) day at the end of the fourth grading periods. One (1) day at the end of the second grading period. These will be designated as “work days”; no meetings or in-service will be scheduled.

2. District-wide committees

Teachers who serve on district-level committees will be paid at the rate prescribed in the attached supplemental salary schedule for time spent outside the school day.

Participation in district or building level committees designed to carry out the educational goals of the district and or the building will be optional for teachers unless participation occurs during the normal duty day and in that case no additional pay will be required.

C. Parent/Teacher Conference Days

Parent/Teacher Conference Days shall be scheduled on no more than 2 consecutive days with conference time not to exceed 11 hours and teachers not being required to work more than one day in excess of 14 hours.

Parent/Teacher Conference Days shall be scheduled on a Wednesday evening for three hours and on Thursday from 9 am to 6pm., with Friday being a day off for teachers. There will be no more than 2 consecutive days scheduled with conference time not to exceed 11 hours. Fridays will be a day off for Teachers.

Wednesday – Conferences 5-8

Thursday – Conferences 9am – 6 pm (1 one hour break)

D. Other Duty Days

On other non-student days the duty day will consist of an 8-hour block of time with the beginning and ending time set one week in advance by the administration. This block of time shall include a one hour meal period.

E. Preparation Time - Preparation time is an amount of time scheduled for classroom teachers between the start of classes and the normal dismissal time for students excluding the duty free lunch period when the teacher does not have assigned responsibility with students. This scheduled time shall be separate and independent of collaboration time, team time, professional learning time, and any other scheduled collaboration.

1. Regular Classroom Teachers

a. Elementary Schools – Elementary teachers will be provided with a minimum of 260 minutes per week. No time period of less than 20 minutes will be considered preparation time. Each teacher will be scheduled for at least 20 minutes of planning time each day to occur while students attend their music, physical education or other special classes. Collaboration time is not to be counted as part of the 260 minutes per week planning time.

b. Middle School – Middle School teachers will be provided with a minimum of 235 minutes per week. Each teacher will be scheduled for at least 30 minutes of planning time each day. Collaboration time is not to be counted as part of the 235 minutes per week planning time.

c. High School – High School teachers will be provided with a minimum of 235 minutes per week. Each teacher will be scheduled for at least 30 minutes of planning time each day. Collaboration time is not to be counted as part of the 235 minutes per week planning time.

2. Itinerant Classroom Teachers - (Instructional staff assigned to more than one building in USD 453). Preparation time is as provided in a, b, and c above.

3. Special Education Classroom Teachers assigned to more than one district or to a building serving only special education students. Preparation time will be scheduled by the Special Education Director after a meeting to consider the needs of the students and the needs of the individual teacher involved. A minimum of 260 minutes per week will be scheduled for all teachers.

4. Non-classroom teaching employees who work on a flexible schedule do not receive preparation as defined above but will schedule time with the building principal and or director to meet the demand and time requirements of the job.

5. Teachers may leave the building during preparation time after receiving permission from the building principal. If the building principal is not -available, the teacher may leave the building by following the checkout procedure established by the principal.

F. Teacher Load –Every effort will be made to ensure the number of classes and preparations will be equitably distributed.

1. Subject Areas Defined - For the purpose of this article subject areas shall be defined as:

- a. Math
- b. Science
- c. Social Science
- d. Language Arts
- e. Career and Technical Education
- f. Foreign Language
- g. Fine Arts and Music
- h. Physical Education/Health
- k. Special Education

NOTE: More specific areas not listed above shall be considered to be included in the broader area to which it is allied according to the building in question.

2. Subject Areas - High School

a. Every effort will be made to ensure that high school teachers are not teaching more than two (2) subject areas; however, if additional subject areas are assigned, the teacher shall be compensated at a rate set forth in the supplemental salary schedule for each additional subject area assigned.

b. Every effort will be made to ensure that high school teachers are not teaching more than six (6) classes; however, if an additional class period is assigned, the teacher shall be compensated at the rate set forth in the supplemental salary schedule for each additional class period assigned.

c. Alternative Schedule – High School

A teacher's day can begin and end at times that differ from the normal building hours, with no change in compensation, if the following conditions are met:

1. The teacher and/or administrator demonstrates the need for the class offering and the need to offer the course outside the normal school day,
2. Both the administrator and teacher agree to make the course a "zero hour" during the regular work week;
3. The teacher's day will not exceed an eight hour day; and
4. The "zero hour" minutes are equivalent to class minutes met within the regular schedule.

3. Subject Areas - Middle Schools

Every effort will be made to insure that middle school teachers will not be required to teach more than two primary subject areas. It is understood that as a result of teaming and interdisciplinary teaching, middle school teachers may find themselves assisting in the instruction of a subject not considered their primary subject area.

4. Teaching preparation - Every effort will be made to insure that high school teachers, excluding special education teachers, will not be required to make more than three teaching preparations: however, if an additional class is assigned that requires another preparation, teachers shall be compensated at the rate identified in the attached supplemental salary schedule. Additional class preparation is defined as: a class with a different title and requirements as outlined in the school course catalogue.

5. Support period - A period assigned to a teacher at the high school which may include pupil contact, but no grading or additional lesson preparation.

6. A teacher whose tentative assignment has been changed from the prior year, and requires that the teacher teach in more than two subject areas or has more than 3 teaching preparations, is subject to the provisions of Article 12. If the teacher chooses resignation, he or she will not be subject to any penalty or to the resignation fee set forth in Article 14.

ARTICLE 7

PAID EXTRA DUTY ASSIGNMENTS

Paid extra duty assignments, as set forth below, will be assigned to those persons who have volunteered for such assignments. Any teacher may make a request to any building principal prior to September 1, to be assigned to extra duty at that building. Personnel teaching in any given building

shall normally be given preference for any extra duty assignments in that building. The extra duty pay is \$12.00 per hour and the rate is set forth on the supplemental scale. The board will provide the LNEA president(s) access to time sheets or other documentation reflecting extra duty pay. Copies of such time sheet(s) or documentation will be provided if requested.

1. Gate and Supervision - Athletic contests
2. Bench Assignments - Timers, scorer, chain crew, announcers
3. Out-of-town Bus Sponsors
4. Supervision at dances.
5. Supervision of Musical/Drama Productions (exceeding three evenings noted in article 6)

Extra duty pay shall be given only for activities occurring outside the school day.

ARTICLE 8

TEACHER AS A SUBSTITUTE TEACHER

A teacher will not be taken from his/her regular teaching assignment to substitute for another teacher unless mutually agreed to by the principal and the substituting teacher.

A teacher who is assigned by the administrator to substitute during a planning period will be paid at the rate prescribed in the attached supplemental schedule. If, because of the unavailability of substitutes, it is necessary to combine two classes under one teacher, that teacher will be compensated at the rate prescribed in the attached supplemental schedule. Notification by the principal to the teacher who will be substituting in either instance will be made prior to the day of assignment if circumstances allow..

Teacher's absences will be treated as per the terms of Article 19, Leave Policy.

A teacher, with approval of the principal, may agree to cover classes for another teacher in which case no compensation will be required nor will leave time or a dock in pay be assessed. However, a teacher may utilize such covering of his or her class by another teacher with principal approval no more than eight (8) times in a school year.

Payment for the above will be made on the regular monthly check. A substitute time sheet will be submitted each month for each teacher who has substituted during the month and/or classes were combined between two or more teachers.

ARTICLE 9

TEACHER FILES

All teacher permanent central office files shall be maintained under the following conditions:

All material placed in the permanent central office files of the teacher, and originating within the school district, shall be available to the teacher for inspection upon request.

Material originating within the school district and which is derogatory to a teacher's conduct, service, character, or personality shall not be placed in the teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the contents of such material.

The teacher shall have the right to attach a written response to a document within thirty (30) calendar days after presentation of original document to the teacher. The written response shall be attached to the document in the teacher's personnel file.

All references and information originating outside the school district on the basis of confidentiality shall not be available for inspection by the teacher.

ARTICLE 10

GRIEVANCE PROCEDURE

1. Grievance – A grievance is a claim, in writing, by a teacher that there has been a violation of any provision of this agreement or of board policy which affects the terms and conditions of employment. A grievance is also defined as a claim by the association that its specific rights, as provided under this agreement, have been violated.
2. Purpose – The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which, from time to time, arise affecting teachers. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. In addition, both parties agree that they, including their employees, members, and agents, will not bring suit in any court nor submit a complaint with any agency concerning a matter that could be addressed under this grievance procedure.
3. General Provisions
 - a. A teacher may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his choice. The grievant shall be present at all stages of this procedure. Beginning with level two, the grievant may present witnesses and/or testimony. Beginning with level three, no new witnesses or testimony may be introduced unless mutually agreed to by both parties. At level three (3), the hearing will be held in open session only with mutual agreement.

- b. No reprisals will be taken by the board or administration against any participant in the grievance procedure by reason of such participation.
- c. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
- d. 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, an attempt will be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted within a maximum of 30 calendar days after the conclusion of the school year.
- e. The grievance may be started at level 2, if it does not include the building principal.
- f. Forms for filing grievances will be prepared by the board and are made an appendix to this agreement.
- g. All documents, communications and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
- h. With the consent of the grievant, the written decision and rationale given at levels two and three will be provided to the president of the association.
- i. Arbitration at level four is limited to a violation, misapplication or misinterpretation of this agreement. The decision of the board at level three is final on grievances involving board policy which affects terms and conditions of employment not covered in the agreement.
- j. Superintendent shall mean superintendent or superintendent's designee.

4. Procedure

Level 1 – With the Principal

Any teacher may present a grievance, in writing, to the building principal within ten (10) school days after the event or decision upon which the grievance is based comes to the attention of the teacher. The principal shall set a date within five (5) school days which is mutually agreeable with the grievant for a hearing of the grievance. Following the hearing of the grievance, the principal shall give the grievant a written decision and rationale within the next five school days.

Level 2 – With the Superintendent

If the grievant is not satisfied with the decision of the principal, he/she may appeal in writing within five (5) school days of the receipt of the decision to the superintendent for a hearing of the grievance. The superintendent shall hear the grievance within five school days after the receipt of the request for hearing. Those attending the hearing with the superintendent shall include the grievant, a representative of the grievant, if desired, the building principal, if involved, and the superintendent. The superintendent shall give the grievant a written decision and rationale within five school days of the hearing. If the grievant wishes to meet with the superintendent rather than the designee, the parties will determine a mutually agreeable time.

Level 3 – With the Board of Education

In the event the grievant is not satisfied with the decision of the superintendent, he/she may appeal the decision to the board by notifying the superintendent in writing at least five (5) school days prior to the next regular meeting of the board. The superintendent shall place the grievance hearing on the agenda. The board may make its decision immediately following the hearing; however, the board shall make a decision no later than the conclusion of their next regular board meeting. The clerk of the board will provide the grievant written notification as to the decision of the board and their rationale.

Level 4 – Arbitration

- a. If the grievance involves a claim by the grievant that there has been a violation, misapplication or misinterpretation of the agreement, and he/she is not satisfied by the decision at level three, he/she may submit to the association a request, in writing, within five (5) school days of the receipt of the board's decision that the association submit the grievance to arbitration.

The association may, by written notice to the board within ten (10) school days after receipt of the request from the aggrieved person, submit the grievance to arbitration if they feel the grievance involves a violation misapplication, or misinterpretation of the agreement.

- b. Within ten school days after such written notice of submission to arbitration, the board or its designee, and the association or its designee, will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within ten (10) school days, a request for a list of five arbitrators shall be made by either party to the American Association of Arbitrators in accordance with its procedures.

Upon receipt of the list, the parties shall determine by lot which party shall have the right to strike the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the parties shall have alternately strike until one name remains. The striking process shall take no more than three (3) school days. The person whose name remains on the list shall be the arbitrator.

- c. The arbitrator, so selected, will confer with the representatives of the board and the association. If the board contends that the grievance does not involve a violation, misapplication or misinterpretation of the agreement, the arbitrator will determine whether an arbitrable issue exists.

If an arbitrable issue exists, the arbitrator will hold hearings promptly and will issue his/her decision no later than 20 school days from the date of the close of such hearings, or if oral arguments have been waived, then from the date of submission of the final statements and proofs. Neither party shall assert in the arbitration proceedings any evidence which was not submitted to the other part in prior hearings on this grievance.

The arbitrator may not make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the negotiated agreement. The decision of the arbitrator will be submitted to the board and the association and will be final and binding upon the parties of interest. Neither the board nor the association shall appeal the ruling of the arbitrator to the district court or any other formal body.

d. The cost of the services of the arbitrator, including per diem, travel and hearing room expenses will be borne equally by the board and the association. All other expenses will be borne by the party incurring them.

ARTICLE 11

REDUCTION IN FORCE AND RECALL

When the Board of Education determines that a reduction in force of a non-probationary teacher (including the reduction of a full-time teacher to part-time) is necessary, the following procedure will be implemented:

1. Reduction of personnel will be accomplished to the extent possible through normal attrition of staff and transfer of existing staff to needed areas.

2. Reduction of personnel through voluntary early retirement.

3. In the event that further reduction in personnel is necessary, affected staff will be notified on or before the Board's statutory renewal date. The Board shall retain those employees possessing current Kansas State Certification/Licensure and the largest T factor according to the following formula:

$T = ta + tb$ (and $+ tc$ if the sums of $ta + tb$ of two competing candidates are equal) where:

ta = present salary schedule level;

tb = years of service provided to the district;

tc = points acquired from assignment on the supplemental salary schedule (one point for each assignment during the last 3 years).

When applying the formula, if the T factor is equal, the teacher with the least amount of continuous service in the district will be reduced first.

A non-probationary teacher whose position has been reduced due to reduction in force will be given the option, if available, of transferring to an available position for which he/she is certified or eligible for certification.

A non-probationary teacher whose position has been reduced due to reduction in force has an option to take over a position which is currently held by a probationary teacher as long as the RIF'd teacher is certified to teach that position.

Teachers who are reduced by provisions of this article shall have recall rights for three years. During this three-year period, the teacher must keep a current address on file and must notify the Superintendent by February 1 that he/she is interested in being recalled for the following year. Individuals whose positions have been reduced shall be offered re-employment in reverse order of the reduction as vacancies occur for which they are certified. The date of the reduction will be the date the Board officially took action to reduce said teacher. The area of certification at the time of reduction will be used to determine their eligibility for recall.

A new teacher shall not be hired for a vacant position for which there is a teacher eligible and willing to return according to the terms of this article. The Board may transfer existing personnel to vacancies before recalling anyone.

Teachers will be notified, in writing, when a re-employment opportunity exists. Teachers shall have 15 calendar days from the date of the notice to accept or reject the offer of re-employment.

Teachers rejecting an offer will go to the end of the recall list. Teachers refusing a recall twice will be dropped from the list and can only be re-employed through the normal selection procedure. Refusal of a mid-year recall offer by a teacher under contract with another district will not be counted as a rejection as mentioned above.

A teacher recalled to duty will be placed on the salary schedule at the appropriate step based on the last full year of service in USD #453. No step increase will be granted for the period of the reduction in force unless the teacher earned teaching experience from another district during the reduction in force period. The level placement shall change should the teacher qualify for lateral movement as a result of college hours taken during the reduction in force period.

Annually by January 5, the Board shall provide the association president with a recall list which will include all teachers who desire to maintain their recall rights. The list shall include the date when the teacher was reduced and the area(s) of certification they held at the time of the reduction in force.

ARTICLE 12

ASSIGNMENT AND TRANSFER

Assignment is defined as initial placement of a teacher.

The superintendent or his designee shall assign all teachers. Teachers shall be certified for all classes they are assigned to teach. Newly hired teachers shall be given notice of assignments as soon after employment as possible. No later than the third Friday in May, teachers will be provided with their specific teaching assignment, to include grade level and/or specific classes (preparations) to be

taught at intermediate, middle, and high school levels. Specific teaching assignments made after that date, if different from the current school year, shall be considered to be an administrative initiated transfer.

A transfer is defined as the movement of a teacher to a teaching assignment, subject area, grade level or building assignment that differs from the assignment issued to him or her on or by the third Friday in May.

Vacancies

All vacant positions shall be posted on the District's website. All vacant positions shall be posted for seven (7) calendar days prior to the vacancy being filled.

Application for Transfer

A professional employee who desires to apply for a vacancy shall file an application on-line using the District's website. The applicant shall be notified as to the disposition of his or her request when the vacancy has been filled.

Administrative Initiated Transfer-

An administrative initiated transfer will be made when such transfer is in the best interest of the school district, and only when the transferred teacher holds proper certification for that position.

A teacher transferred by administrative action may resign within 21 days of such notice. Such resignation will not be subject to any penalty or to the resignation fee set forth in Article 14.

When an administrative transfer occurs after July 15th a teacher shall be provided compensation in the following manner:

Three (3) professional leave days for the purpose of packing, unpacking, and preparing academically for the new teaching assignment. In lieu of professional leave the teacher may choose monetary remuneration of \$124 per day. Any combination of leave days and remuneration can be used upon mutual agreement by the teacher and building administrator.

ARTICLE 13

SUSPENSION/DISCIPLINE

Discipline is sometimes necessary to deal with infractions of school rules, board policy, law or other acts disruptive of the educational process. For this reason, a progressive discipline system will be utilized in the district. The specific components of this progressive discipline system include, but are not limited to, those listed below. Administrators will have the discretion to decide which component is most appropriate to the behavior of the teacher, depending on the nature and/or frequency of the

offense. Disciplinary actions will begin at the appropriate step, not necessarily at the beginning, but should progress from that point.

- a. Verbal warning
- b. Written memo
- c. Written reprimand

The teacher shall have the right to attach a written response to a disciplinary document placed in the teacher's personnel file within thirty (30) calendar days after presentation of the original document to the teacher. The written response shall be attached to the disciplinary document.

The suspension of a teacher from a teaching assignment shall be for good cause. The suspension shall not exceed ten (10) school days unless the alleged cause for the suspension affects the safety of students or staff, constitutes a felony crime against a person, or the teacher does not maintain or possess required licensure (this does not apply to teachers whose licensure application or renewal is under processing by KSDE).

At the point of suspension, the teacher will receive written notice of the suspension that will include all reasons for suspension; however, the district shall have the option of issuing additional suspension(s) for additional reason(s) not known at the time of the initial suspension and shall notify the teacher of any such additional suspension(s) and the reason(s) therefore at the point of the imposition of any subsequent suspension(s). The teacher will have two (2) school days from the date of the receipt of the notice to appeal the suspension to the superintendent in writing. Within two (2) school days of the receipt of the teacher's written appeal, the teacher and the superintendent will schedule a mutually agreed upon hearing date to be held within five (5) school days. At that hearing the teacher may be represented by counsel and present witnesses. The superintendent or designee will provide the teacher the written findings of the hearing by the close of business on the third (3rd) school day in person or by certified mail. The teacher may appeal the decision to the board of education by submitting a written request for a hearing to the clerk of the Leavenworth Board of Education within two (2) school days of the actual receipt or five (5) school days of mailing. The board of education will conduct a hearing at its next scheduled meeting that is no earlier than three (3) school days from the receipt of the request. The hearing will be held in open session only with mutual agreement. At the hearing with the board of education, neither the teacher nor administration may present new witnesses or new evidence unless the parties mutually agree. The teacher may be represented by counsel. The board of education will provide the teacher either in person or by certified mail the written findings of the hearing by the close of business of the third (3rd) school day. The teacher may file a grievance pertaining to an alleged violation of the procedures set forth in this article within the timelines set forth in the grievance procedure.

In lieu of suspension or at the close of the suspension(s), the board of education has the following options:

1. Return the teacher to his/her original assignment.

2. Return the teacher to his/her original assignment with progressive discipline, if warranted. Such progressive discipline may include those components as indicated above.

3. The board may impose a short or long term suspension without pay provided all legal due process is afforded the teacher.

4. Termination from employment.

5. Administratively transfer the teacher to a new position in which he/she is certified.

In no event will the teacher be assigned to work for which they are not certified or for work that is classified employment.

ARTICLE 14

RESIGNATION

The District will accept resignations for the succeeding school year without restriction if tendered on or before the date designated in K.S.A 72-5437. All contracts shall be binding on the teacher until the teacher has been legally discharged from his or her teaching contract. Resignations tendered after the date designated in K.S.A. 72-5437 will be accepted subject to payment of liquidated damages to the District. Such sum may be paid personally or by payroll deduction where possible. Unless waived by the Board of Education, no resignations will be accepted after the date designated in K.S.A. 72-5437 unless this condition has been met. The resignation or request to be released from a new contract or a continued contract must be accompanied by a cashier's check, made payable to "Unified School District #453," in the amount corresponding to the dates and amounts listed below.

2017-2018

Resignation June 1 – June 30 \$1,000

Resignation July 1 and after \$2,000

2018-2019

Resignation June 2 – June 30 \$1,000

Resignation July 1 and after \$2,000

2019-2020

Resignation June 1 – June 30 \$1,000

Resignation July 1 and after \$2,000

Liquidated damages for breaking the contract must be paid prior to the teacher being released from his/her contract.

Employees who are forced to resign because of a spouse's transfer or change of employment and relocation which makes commuting to work impossible shall be released and the resignation fee waived. A teacher who meets the above requirements will be released from his or her contract. The board agrees that no action will be taken against the teacher with regard to the resignation. In this case, the waiver of the amount is contingent upon two items:

1. The director of Human Resources has been notified, in writing, of the impending resignation or the possibility of an impending resignation at least 30 days in advance of the written resignation and;
2. The employee provides the Director of Human Resources with a letter from the spouse's employer in which the employer acknowledges the spouse's job relocation. The letter from the spouse's employer should be submitted prior to or at the same time the employee's letter or resignation is submitted.

ARTICLE 15

BUILDING ACCESS

Teachers shall have access to their building on contract days from 6:00 a.m. to 9:00 p.m. and on non-working days from 7:00 a.m. to 7:00 p.m. Coaches and sponsors of scheduled student activities requiring building access outside of these hours will be accommodated.

ARTICLE 16

BOARD AGENDA

A copy of the Board agenda will be sent to each building prior to each regular Board meeting. A copy of the agenda will be made available to the LNEA President once it has been prepared.

The Association will be provided an opportunity to bring matters of concern to the attention of the Board of Education at any regularly scheduled Board meeting provided the Association notifies the Superintendent's office of its intentions. Notification to the Superintendent's office must be received by 9:00 AM on the day of such meeting and must include a statement as to the topic or topics to be discussed. The Association will be recognized during the scheduled comments portion of the agenda when such notification has been made.

ARTICLE 17

PROFESSIONAL DEVELOPMENT COMMITTEES

1. The Leavenworth USD #453 Professional Development Committee shall establish a District PDC In-service Education Plan that shall meet the professional development needs of teachers. This plan shall comply with all the regulations of the State Plan for In-service Education KAR 91-1-215 through 219 as adopted by the Kansas State Board of Education.

2. A Professional Development Council (PDC) shall be established in accordance with State Board regulations. The Association (LNEA) shall appoint one member to the District PDC.

3. The PDCs at the district and building levels shall ensure that teachers' professional development needs identified through the Quality Performance Accreditation, Results Based Staff Development, and the Elementary and Secondary Education Act mandates are met. Teachers' professional development needs shall be assessed annually or more frequently, if appropriate.

ARTICLE 18

ASSOCIATION ACTIVITIES

Teacher association representatives will be released to participate in teacher association activities upon five (5) days written notification to the Superintendent up to a total of 12 days. LNEA agrees to reimburse the district at the substitute teacher pay rate for days used.

In addition to the 12 days at a reimbursement of substitute pay, an additional 8 days will be granted for Association activities for which a reimbursement of full salary (1 / # of contract days) will be made to the district.

LNEA may use district and building level mail, phone and electronic communications systems as well as faculty room bulletin boards to carry on association business.

Any LNEA representative will be scheduled on the building level faculty meeting agenda upon request. Association leadership will be scheduled upon the district level agenda during the new teacher orientation upon request.

ARTICLE 19

LEAVE POLICY

A. Definitions

1. Full-time teacher: A teacher who is scheduled to work the number of days stipulated in Article 5 of this agreement or longer, and works the full duty day
2. Part-time Teacher: A teacher who is scheduled to work the number of days stipulated in Article 5 of this agreement, but regularly works less than a full duty day
3. Partial contract teacher: A teacher who is scheduled to work less than the number of days stipulated in Article 5 of this agreement
4. Current leave: Leave time earned during the current year
5. Accumulated leave: Total unused leave
6. Substitute pay: Deductions of substitute pay will be equal to the regular daily substitute teacher pay rate or the extended pay rate for substitutes in the event that the substitute is working in an extended assignment.
7. Maximum leave: Accumulated leave plus current leave

B. Leave Provisions

Teachers will be provided leave benefits according to the following provisions:

1. Each full-time teacher will be granted ten (10) days leave per year cumulative to 100 days. Leave will not be paid to a teacher who has met the 180-day waiting period and is eligible to receive KPERs disability.
2. Teachers on a partial or part-time contract will receive a pro-rated number of leave days and a pro-rated accumulation.
3. Teachers will be credited with leave entitlement effective the teacher's first contract day. The teacher need not be present for leave to become effective.
4. If any teacher is unable to fulfill his/her contract because of resignation, extended illness or any other reason, the leave time of the teacher will be adjusted and the teacher will be docked full salary for leave days taken which were not actually earned.
5. The board may withhold the payment of salary for leave days that have not been earned if such payment would exceed the amount of salary actually earned to that time.
6. Restrictions on the use of leave:
 - a. First and last five days – Leave for absences during the first five (5) and last five (5) student days will be provided only for personal illness of the teacher, for serious illness or death in the immediate family (spouse/partner, parents, children, grandparents, grandchildren, siblings, in-laws and anyone else who resides in the home) or for extenuating situations beyond the teacher's control. Absences for any other reason during these times will require a deduction of **two** leave days for each day taken – however, if the teacher does not have enough leave days available, there will be a deduction of full salary of the teacher for each day absent.
 - b. Leave may not be used during Parent-Teacher Conferences. Chargeable leave for absences on Parent Teacher Conference will require a deduction of **two** leave days

for each day taken – unless because of personal illness of the teacher or for serious illness or death in the immediate family (spouse/partner, parents, children, grandparents, siblings, in-laws and anyone else who resides in the home).

- c. Accumulated leave – Requests for leave for days absent in a given year that exceeds the current leave entitlement must state the reason for the absence and will be subject to the approval of the superintendent. Absences requiring the use of accumulated leave shall be approved for personal illness of the teacher, serious illness or death in the immediate family (spouse/partner, parents, children, grandparents, grandchildren, siblings, in-laws and anyone else who resides in the home,) and may be approved for extenuating circumstances beyond the teacher’s control.
7. Leave forms should be filed in advance for all absences. When it is not possible to file the form in advance, the form must be filed immediately upon return to work. Requests for leave during the first and last five student days, and the leave requiring the use of accumulated leave, must state the reason for the absence. The district may require that the teacher furnish certification supporting the reason stated. Leave cannot be taken for the purpose of carrying on other employment.
 8. The minimum leave reduction will be one-half day. Cost to the district for a substitute for hourly absences (less than one-half day) when approved in advance by the principal, will be deducted from the absent teacher’s salary and no deduction will be made in leave.

C. Pay for Unused Leave

Teachers who have reached the maximum number of accumulated leave days will be paid \$ 70 per day for unused current leave days that exceed the maximum accumulation at the end of each year. Payment for these days will be made on or before June 30th of each year.

D. Non-chargeable leave

Non-chargeable leave - absences with no deduction in salary or accumulated leave

1. Professional leave: Teachers may be granted professional leave upon request to, and approval of, the superintendent. This request must be made in writing at least ten (10) days prior to the desired leave date. The 10-day requirement may be waived by the superintendent. The teacher’s request must include the total cost to the district. Approval or denial of the request will be based on the merits/benefits of the activity to the school district.
2. School Business: A teacher may be released for school business when approved by the superintendent or his designee.
3. Jury duty: A teacher will be granted leave for jury duty. In the event that the teacher called for jury duty is excused or dismissed from jury duty before 1:00 p.m., the teacher will be expected to return to his/her regular duty assignment.
4. Association leave as covered in Article 18.
5. Bereavement Leave: A professional employee may use up to three (3) days on the occasion of a death in the professional employee’s family or a resident of the same domicile. Use of Bereavement Leave in excess of three (3) days per school year shall be charged to the

employee's accumulated Chargeable Leave per section E below. In the event of the death of a non-family member, appeals to use this benefit can be made to the superintendent.

E. Chargeable leave

Chargeable leaves - absences for any reason other than professional leave, school business, jury duty and association leave

1. Leave with a deduction in current/accumulated leave by no deduction in salary: Absences of a teacher during any school year which do not exceed the number of leave days granted for that year or the number of accumulated days will result in a reduction in the leave balance, but no reduction in salary.
2. Leave with a full deduction in salary: Any chargeable leave which occurs after the accumulated leave has been exhausted will result in a dock of full salary. A teacher who is absent for more than ten (10) consecutive contract days after all leave benefits have been exhausted must apply for an extended unpaid leave. Such application must be made as soon as possible and in accordance with the provisions outlined in the following section.

F. Extended unpaid leave benefits

Extended unpaid leave benefits will be granted to teachers subject to the following:

1. Extended unpaid leave will be available to a teacher who is unable to work because of personal illness, injury, disability or other health-related circumstances.
2. The application must be made in writing and must be accompanied by a statement from a licensed physician or licensed mental health professional which attests to the inability of the teacher to continue his/her duties.
3. The request for an extended unpaid leave must be made for a specific period of time and will begin on the date the illness or disability began or on the date that accumulated leave was exhausted, whichever is later.
4. It is understood that the board may terminate a teacher who is not performing services or is not on an approved leave.
5. If the extended leave is for 30 contract days or less, the teacher will be guaranteed the assignment and placement he/she held prior to the extended leave. An extended leave cannot extend beyond the end of the current contract year.
6. A teacher who has been granted an extended unpaid leave and wishes to return to work must submit written notice from the physician which indicates that the teacher is able to resume his/her full-time teaching duties. If requested by the Director of Human Resources, confirmation of the physician's statement by another physician selected by the board may be required at the expense of the board.
7. A teacher on unpaid extended leave shall:
 - a. Retain tenure rights and salary schedule placement acquired prior to the granting of the leave
 - b. Receive no salary or leave benefits while on leave
 - c. Retain accumulated leave days, if any, but additional leave days shall not be granted or earned during the period of extended leave

- d. Receive no credit for teaching experience during the term of the leave
- e. Be permitted to retain membership in the district sponsored health insurance group during the leave provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district
- f. Retain group term life insurance benefits provided by the district at no cost to the teacher for a period of time not to exceed 12 months from the date of disability. A teacher who has been employed less than 12 months will receive coverage for a period of time equal to the length of time that the teacher has been employed.

G. Leave of absence

A leave of absence may be approved by the superintendent for a period of time not to exceed one year. A leave of absence granted during a contract year may not extend beyond the contract year in which it is granted. A leave of absence will apply to leaves other than sabbatical or extended. The following guidelines will apply:

1. Application for a leave of absence for a full year must be made in writing on or before the May 1st prior to the school year when the leave of absence would be in effect.
2. The leave, if approved, will be for one year and may not be extended.
3. Once a leave of absence has been approved, the teacher may not request that the decision be reversed if an employment offer has been made or a contract has been offered to another person for that position.
4. A teacher taking a leave of absence will not be guaranteed a position at the end of his/her leave. A teacher who wishes to return from a leave of absence, and whose past teaching performance has been satisfactory, will be given priority in the selection and assignment of teacher for the next school year.
5. The teacher should not assume that a request for a leave of absence will be granted, and nothing in this section is intended to imply any teacher's right to a leave of absence.
6. A teacher who, during a contract year is granted a leave of absence for the remainder of that year, must notify the board office before April 1 if he/she wishes to return to duty the following year.

H. Worker's compensation

The board will provide worker's compensation insurance as required by law. When a teacher is unable to work due to a job-related injury, the teacher will be eligible for leave benefits provided under "Chargeable Leaves" in the article to the extent that the teacher has leave time available. If the teacher is the recipient of worker's compensation benefits for absences resulting from the injury, the teacher has to elect one of the following:

1. The salary of the teacher will be reduced by the amount the teacher receives in worker's compensation benefits. The district will pay the remainder of the teacher's salary and leave days will be charged against the teacher.
2. The teacher may retain the worker's compensation benefits paid to him/her with no salary from the district and no deduction in leave days.

In the event that the teacher has been injured by a malicious, intentional act of a student, the teacher will be allowed up to five days of leave per incident with no deduction in leave days or bonus, provided a doctor's statement verifying that the teacher was unable to work due to the injury. If the teacher is the recipient of worker's compensation benefits for any of these days, the salary of the teacher will be reduced as provided in (1) or (2) above.

ARTICLE 20

SABBATICAL LEAVE

Sabbatical leave for teachers shall be as follows:

1. Purpose - In order to provide opportunities for professional improvement, sabbatical leaves are available to teachers for full time study at a college or university. The leave shall be for no more than one year and shall not be extended for any reason.

2. Eligibility - In order to establish eligibility, the following criteria will be followed:

a. An applicant must have been employed on a continuous basis as a teacher in USD #453 for a period of 5 years. An absence of less than 1 year due to a disability or sick leave is not considered as a break in continuous service. However, time during such leave shall not be counted toward the required 5 years, and at least 2 years of the 5 must have been performed after the latest disability or sick leave of one semester or longer in duration.

b. The applicant shall not have received sabbatical leave during the 7 years immediately preceding the application.

c. The applicant must agree to sign a statement of intent to return to service in USD #453 immediately upon completion of sabbatical leave.

3. Application - Applications shall be filed with the office of the superintendent by March 1, for leave during the next school year. Application for sabbatical leave shall be accompanied by an outlined plan for the period requested.

4. Selection - The selection process is as follows:

a. A sabbatical leave committee shall consist of two members appointed by the superintendent and two members appointed by the LNEA President.

b. The committee will consider applications and make recommendations through the Superintendent for final review and approval. No more than 2 teachers may be on sabbatical leave at the same time.

c. Consideration shall be given to:

1. Assured eligibility;
 2. The potential contribution to the applicant's professional growth:
 3. The applicant's prior contribution to the school district, potential for future leadership or for improvement of classroom instruction;
 4. Evidence of professional growth;
 5. Any other pertinent factors as established by the committee.
5. Compensation - No compensation shall be granted for sabbatical leave.
6. General Provisions - A teacher shall:
- a. Receive credit for experience on the salary schedule while on sabbatical leave.
 - b. Retain accumulated leave days, but additional leave days shall not accumulate during the term of the sabbatical leave.
 - c. Maintain all rights under the Kansas Public Employee's Retirement System, if any.
 - d. Retain membership in the Board health insurance group during the sabbatical leave for a period of time allowable by the insurance company. The teacher must make, in advance, arrangements for payment of premiums with the business office.
 - e. Retain term life insurance fringe during the sabbatical leave.
 - f. Be reassigned to a position for which he/she is qualified upon completion of sabbatical leave. Every effort will be made to reassign the teacher to the position he/she held prior to the leave.
 - g. Not deviate while on sabbatical leave from his/her approved plan except with the written permission of the Superintendent of Schools.
 - h. Be continuously enrolled at a college or university during the entire leave.

ARTICLE 21

PAYROLL DEDUCTIONS

The district business office will deduct association dues as outlined below:

1. Association Dues - Prior authorization existing on the effective date of this agreement and new authorizations received shall continue in full force and effect from year to year unless employment in the district ceases or the association notifies the board prior to August 1 of any school year that such authority has been revoked.

A teacher wishing to revoke membership for the ensuing school year shall do so by following the association guidelines. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Pursuant to such authorization on record as of August 1, the board shall deduct 1/12 of the dues from the regular salary of the teacher beginning with the first check of the contract year. Amounts to be deducted shall be supplied to the Board through a schedule established by the association on or before August 1st. All deductions will be rounded to the nearest full cent.

Teachers new to the district and teachers requesting payroll deduction of dues for the first time in any school year may submit a request through the association prior to the first of any month. This request must be in writing and must show the total amount to be withheld. The deduction will be spread evenly over the remaining period of the contract.

The business office shall transmit to the association the total monthly deduction for professional dues within ten days following each regular payroll period with a listing of the employees for whom the deduction was made.

2. Other Payroll Deductions - The board will provide other payroll deductions when duly authorized by an employee on a form or forms appropriate for such purpose and consistent with Board policy and regulations established by the district business office. The other payroll deductions include but are not limited to:

- a. Tax Sheltered Annuity (shown in Appendix);
- b. United Way of Leavenworth County;
- c. District Sponsored Health Insurance;
- d. Leavenworth Teachers and Community Credit Union;
- e. District Sponsored Salary Protection
- f. District Sponsored Term Life Insurance

ARTICLE 22

PLACEMENT ON THE SALARY SCHEDULE

Column Placement - Each new teacher shall be eligible and will receive the highest salary to which their degree and additional semester hours entitle them as determined by the following criteria.

All degrees must be earned in education or in a field in which the teacher is certified to teach.

All hours beyond the degree must be either graduate or undergraduate hours in education or in the field of certification for teachers with a BS degree; and graduate hours only for teachers with a qualifying master's degree.

To be eligible for an appropriate degree column, the teacher must have earned the degree that the column requires. The teacher's placement on a column higher than the degree column to which the teacher is entitled is contingent upon having earned the additional number of semester hours which the column specifies. These hours will not include hours required for initial certification. Such additional hours shall have been earned subsequent to the date of the teacher's latest degree in education or in a field in which the teacher is certified to teach.

The hours must have been taken from an accredited four-year college or university.

Placement on level 4, 5, 6, or 7 requires a master's degree in education or a field in which the teacher is certified to teach. Two master's degrees in education or an education specialist degree also qualify for placement on level 7.

Placement on level 8 requires an Ed.D. or a Ph.D. in education, or a field in which the teacher is certified to teach.

No credit will be granted for in-service points earned prior to employment with USD #453.

Step Placement - Teachers will be given credit for full-time teaching experience in an accredited elementary or secondary school. In specialized, non-teaching fields, experience may be granted by the director of human resources based on an assessment of the relationship of the experience to the duty assignment. Part-time teaching (1/2 time or more) will be prorated to a full-time basis and counted accordingly. For new teachers, credit will be given for all years of teaching up to the limits of each category on the salary schedule where the new teacher is placed.

ARTICLE 23

LATERAL MOVEMENT ON THE SALARY SCHEDULE NORMAL LATERAL MOVEMENT USING COLLEGE HOURS

Lateral movement on the salary schedule applies to teachers who have completed one full or partial year of service with the district and qualify according to the provisions of this article. Hours refer to semester hours. Quarter hours will be converted to semester hours at a ratio of 3:2.

Hours must be taken from an accredited four-year college or university.

Movement from Levels 1 and 2 - Teachers may use undergraduate or graduate hours in education or in a field in which the teacher is certified/licensed to teach.

Movement from Level 3 to 4 requires a master's degree in education or a field in which the teacher is certified/licensed to teach.

Movement from Levels 4, 5, 6 and 7 requires graduate hours in education or in the field in which the teacher is certified/licensed to teach.

Movement from Level 7 requires an Ed.D. or a Ph.D. A Ph.D. must be in education or in the field in which the teacher is certified/licensed to teach.

If a teacher wants to use hours to move on the schedule not covered in the above stipulations, or to use community college or undergraduate hours, prior approval from the superintendent or the superintendent's designee must be obtained. Teachers requesting approval of hours must submit a written request containing reasons for taking the hours, benefits expected by the individual teacher and the benefits to the district. Such request must be made prior to the start of the hours to be taken. The Superintendent or the Superintendent's designee will approve or disapprove the request and such action shall be final.

Movement above will require hours or in-service points earned after the date of the master's degree.

Level 9 is for teachers who, prior to September 1, 2000, had been granted movement based on BS+35. Teachers on this level during the 1999-00 school year will be grandfathered on this level and will remain until they earn a master's degree which enables them to move to Level 4 or above. There will be no placements or movement to Level 9 after the 1999-00 contract year.

Beginning the 2022-2023 School Year, only college credit will be considered for the eligibility of lateral movement from Level One to Level Two, and Level Two to Level Three.

LATERAL MOVEMENT USING PROFESSIONAL DEVELOPMENT POINTS

Professional development points can be used for lateral movement only if approved in advance by the building principal or district level administrator, and if all the following conditions are met:

- (a) The activity occurs outside of the contract duty day and the teacher does not receive district pay for the activity; and
- (b) Certificate/Documentation of the activity is completed within 30 school days of the date of the activity and includes hours; and
- (c) The activity occurred and was completed within five (5) years of the request for lateral movement.

One clock hour equals one professional development point. At the discretion of the building administrator, double points can be earned toward lateral movement for presenting to a minimum of 12 teachers, an activity that assists other USD 453 employees in acquiring proficiency in instructional systems, pedagogy, or content. Twenty (20) professional development points equal one hour of college credit or one (1) lateral movement credit. Professional development points earned must be reported to the appropriate building administrator within 30 days of the time the points were earned. Points earned between June 1 and August 1 must be turned in by September 1. Points not turned in within the specified time will not be allowed for lateral movement credit.

A transcript of approved professional development points will be provided upon request for the purposes of application for licensure renewal and/or lateral movement.

TABLE FOR LATERAL MOVEMENT

Lateral movement on the salary schedule outlined in this article will be granted according to the following:

Movement	College Degree	Hours Only	Combination of Hours and In-Service Credit
Level 1 to 2	BS	10	Minimum of 5 college hrs. and up to 100 in-service credits
Level 2 to 3	BS	10	Minimum of additional 5 college hrs. and up to 100 in-service credits
Level 3 to 4	MA/MS		Requires a Master's degree recognized by the district
Level 4 to 5	MA/MS	10	Any combination of additional college hours and in-service credits hours equaling 10 college hours
Level 5 to 6	MA/MS	10	Any combination of additional college hours and in-service credits hours equaling 10 college hours
Level 6 to 7	MA/MS/Ed Spec	15	Any combination of additional college hours and in-service credits hours equaling 15 college hours
Level 7 to Level 8	Ph.D./ Ed.D		Awarding of appropriate degree,

REQUESTS FOR LATERAL MOVEMENT CHANGE

Written requests for lateral movement on the salary schedule must be received in the central office by June 1st of the preceding school year. College hours must be earned prior to September 1. Official transcripts and/or PDC transcripts are to be turned in to the Director of Human Resources by September 1. The lateral movement salary increase would occur in the September payroll. Failure to apply by June 1 and submit official transcripts and /or PDC transcripts by September 1 will result in a one year delay for lateral movement. The request for lateral movement form is shown in the appendix.

Mid-Year Movement on Salary Schedule – Teachers will be allowed to move on the salary schedule to a DEGREE ONLY column if receiving a masters, ed spec or doctorate prior to January 1. Written requests for lateral movement on the salary schedule must be received in the central office by December 1st of the current school year. Official transcripts are to be turned into the Director of Human Resources by January 20. A revised contract will be issued and must be signed and returned before change in payroll. The payroll change will be for the last six months of contract year

ARTICLE 24

VERTICAL MOVEMENT ON THE SALARY SCHEDULE

A teacher will be granted one step for each year of teaching experience or major portion thereof to the maximum allowed on each level of the salary schedule. A teacher who moves from one level to another will be advanced no more than one step vertically regardless of the number of years of experience, provided that all other appropriate provisions of this article are met.

A step increase will not be granted to a teacher who has taught less than 1/2 of the year. A teacher's experience as a long term substitute in a position for which he/she is later contracted shall be counted in determining vertical movement on the salary schedule provided service in that position has been continuous.

A teacher who is returning to the district shall be given credit for all experience and placed on the appropriate step on the salary schedule. Accumulated leave accrued prior to leaving the district will not be reinstated.

ARTICLE 25

EXTENDED CONTRACTS

Teachers regularly assigned beyond the normal school year as specified in Article 5 of this agreement will be paid an amount equal to (1 / # of contract days) of the step and level of qualification for each day of extended duty.

Amounts received for supplemental pay will not be included in computing the amounts to be paid on an extended contract.

ARTICLE 26

SALARY SCHEDULE

The salary schedule and special payment schedule are shown in the appendix. Longevity Pay – Beginning with the 2002-03 school year, teachers with 25 years or more of continuous service in the district will receive longevity pay as follows:

25 to 27 years	\$1200 per year
28 to 30 years	\$1700 per year
31 plus years	\$2300 per year

Once a teacher qualifies for longevity pay he/she will continue to receive it regardless of placement on the schedule. Supplemental payments for SIT, BLT, NCA Steering committee, and co-curricular sponsor assignments will be paid in a lump sum on the April paycheck. Neither the assignment nor the amount of the supplemental payment will be included on the individual contract of the teacher.

Any deviation from the listed supplemental schedule shall be supported by documentation bearing the contracted individual’s signature and shall include rationale for the change and amount of payment changed. LNEA leadership will be provided an updated listing showing individuals assigned to supplemental duties on October 1, January 1, and March 1.

ARTICLE 27

FRINGE BENEFIT

Term Life Insurance Policy - The Board will provide \$25,000 group term life insurance coverage for each full-time teacher. A teacher working at least half-time (but less than full-time) will receive group term life insurance coverage in the amount of \$12,500. Teachers will be eligible for the above amount on the first of the month coincident with or next following the date of completion of 1 month of continuous service.

Defined Benefit Health Insurance Plan -

The Board will pay a minimum of \$500.00 per month toward the health insurance premium for each full-time teacher enrolled in the District sponsored health insurance plan.

Dental insurance is not included. A teacher working at least half-time but less than full-time will be entitled to a prorated amount. Teachers under contract at the start of school will be entitled to the health insurance fringe during the month of September to be applied to the October health premium.

Salary Reduction Fringe Benefit Plan - The board has established a Section 125 "Cafeteria" Fringe Benefit Plan. This plan provides that the board make contributions pursuant to a salary reduction

agreement under which a teacher may choose to reduce his or her compensation and have such amounts contributed on their behalf for the purchase of nontaxable employee benefits.

The Board shall provide the opportunity for each teacher to execute a salary reduction agreement once annually to cover all premiums for the teacher's selected benefits. Once the annual selection for each benefit is made the only change which will be allowed is for a fluctuation in the health care premium.

Each teacher executing a salary reduction agreement for fringe benefits shall allocate a monthly sum to be used for the purchase of:

1. Health Insurance
2. Dental Insurance
3. Vision Insurance
4. Medical Expense Reimbursement
5. Dependent Care Reimbursement
6. Supplemental Coverages (cancer, life, salary protection insurance, etc.)

Any money committed by the employee in flexible spending reimbursement accounts and unexpended at the end of the contract year shall revert to the Board.

A teacher may receive special enrollment options to change the benefits selected only if his or her status has changed. A special enrollment change in status occurs upon:

Marriage

Divorce

Death of a spouse or a child

Birth or adoption of a child

Termination or commencement of employment of a spouse

Participant or spouse changing from full-time to part-time or from part-time to full-time employment

Participant or spouse taking an unpaid leave of absence from present employment

The teacher shall supply written verification to the district business office of such change and must make any change in the benefit selection within thirty calendar days of the date such change in family status occurred. A teacher desiring to make such change may discontinue participation or reduce benefits, but an election of new or increased benefits shall be subject to the requirements of the particular non-taxable benefit selected.

ARTICLE 28

DIRECT DEPOSIT OF PAYROLL CHECKS

The monthly payroll checks of all teachers will be deposited to the individual bank accounts of each teacher through the direct deposit program provided by the district. Teachers new to the district must complete the necessary paperwork on or before the first of the month following employment.

It is understood that a "pre-note" transaction is required prior to the first direct deposit transaction. The pre-note transaction will take place on the first possible payroll after the direct deposit paperwork has been turned in to the business office.

ARTICLE 29

CONTRACT

The teacher contract for the term of this agreement is shown in the appendix.

ARTICLE 30

SCHOOL CALENDAR

The 2017-2018 non-working days include:

Sept. 4 – Labor Day
Nov. 10 – Veteran’s Day (Observed)
Nov. 22-24 – Thanksgiving
Dec. 22-Jan. 1– Winter Break
Jan. 15 – Martin Luther King Day
Feb. 19 – President’s Day
Mar. 19-23 – Spring Break
March 30 – Non-Working Day
May 7 – Off unless needed for snow makeup
May 28 – Memorial Day

Designated 2017-2018 Teacher Work Days:

One and a half days before School
Half day at end of 1st quarter

One day after the end of the semester break
Half day at end of 3rd quarter
At least a half day at the end of the school year

The first Monday of May and May 23, 2018, are designated snow days. These dates will be used as makeup days in the event of inclement weather exceeding three days.

Snow days will be made up in chronological order starting with the first Monday of May.

The 2018-2019 non-working days include:

Sept. 3 – Labor Day
Nov. 12 – Veteran’s Day (Observed)
Nov. 21-23 – Thanksgiving
Dec. 24-Jan. 4– Winter Break
Jan. 21 – Martin Luther King Day
Feb. 18 – President’s Day
Mar. 11-15 – Spring Break
April 19 – Non-Working Day
May 27 – Memorial Day

Designated 2018-2019 Teacher Work Days:

One and a half days before School
One day at end of 1st quarter
One day after the end of the semester break
One day at end of 3rd quarter
At least a half day at the end of the school year

The last two days of the academic calendar are designated snow days. These dates will be used as makeup days in the event of inclement weather exceeding three days.

Snow days will be made up in chronological order.

ARTICLE 31

EVALUATION OF TEACHER PERFORMANCE

In order to insure a high quality of performance on the part of the professional employees of the school district, a continuous program of evaluation shall be established and its purpose is:

- To improve the performance of individual staff members and to improve the instructional program of the school district,

- To assist in the implementation of district and state educational goals,
- To assist the professional employee in developing specific goals for implementing their contractual assignments,
- To build community confidence in the quality of Leavenworth Public Schools
- To provide a basis for administrative recommendation and Board decisions in determining a professional employee's competency with regard to renewal or non-renewal of contract.

All documents and forms used for evaluation of teachers working within USD #453 will be posted on the district's intranet site.

A. Responsibility for Evaluation

The building principal or other administrative staff assigned to a school full time is responsible for the evaluations of teachers assigned to that school. A teacher assigned to two schools shall be evaluated by the principal or other administrative staff of the school where the teacher has the most classes. If the classes are equal, the principal or other administrative staff of the school which has the smaller teaching staff shall be responsible for the evaluation. Itinerant teachers shall be evaluated by supervisory staff.

B. Special Education Teachers

Special Education Cooperative teachers who are assigned full time to a district other than USD #453 will be evaluated using the evaluation instrument of the district to which they are assigned. However, such teachers will be evaluated using USD #453's evaluation procedures. Special Education teachers assigned to more than one district within the cooperative will be evaluated by and use USD #453 evaluation instrument and procedures.

C. Evaluation Procedures

a. First and Second Year Teachers

Teachers in their first and second year of service in the district shall be evaluated at least one time per semester by a designated administrator not later than the 60th day of the semester. Teachers not employed for the entire semester shall not be required to be evaluated.

b. Third and Fourth Year Teachers

Teachers in their third or fourth year of service in the district shall be evaluated at least one time for each school year. All phases of the process shall be completed by February 15.

c. Career Teachers

Teachers in their fifth or subsequent years of employment in the district shall be evaluated at least once every three years. All phases of the process shall be completed by February 15.

d. Evaluation Instrument.

At least ten (10) school days prior to the implementation of the proposed Evaluation Instrument, the District will provide the Association with a copy of the proposed form and meet with the Association to obtain its questions and comments regarding the proposed Evaluation Instrument. After the meeting with the Association, the District will have the exclusive right to determine the content of the final Evaluation Instrument.

e. Orientation

Before the 15th of September, the building principal or other designated evaluator shall conduct an orientation on the evaluation system for all teachers. This includes teachers hired or reassigned after the beginning of the school year. The orientation will include a written summary of the process including a timeline, in addition to a verbal explanation of all schedules and requirements of the system.

f. Classroom Visits for Evaluation

As a part of the summative evaluation, the evaluator shall spend either one 60-minute observation or two 30-minute observations that may occur at any time before the deadline for that particular evaluation period prior to completing the evaluation. The first classroom observation period of a non-tenured teacher shall be scheduled by the evaluator with the teacher at least one (1) day in advance. The evaluator is not required to give prior notice for all other observations. Informal observations may occur throughout the school year as well and may provide basis for feedback informally and in the teacher's formal evaluation.

g. Visitation Feedback

Absent illness, work related requirements, conferences, holidays, an emergency, or a mutually agreed upon extension, the evaluator shall provide verbal and written feedback within five (5) school days of a Classroom Visit for Evaluation.

h. Written and Signed Summative Evaluations

All evaluations shall be in written form, presented to the employee, and signed and dated by the administrator and the employee indicating only that the employee has read and received the evaluation. Absent illness, work related requirements, conferences, holidays, an emergency, or a mutually agreed upon extension, such forms shall be presented to the employee within ten (10) school days of the date of the final observation of the teacher being evaluated. All written evaluations shall be maintained in the teacher's file for a period of not less than three (3) years.

i. Teacher's Right to Append Response

A teacher shall have the right to attach a written response to an evaluation within ten (10) school days after presentation of the original evaluation to the teacher. If such a response is submitted, it shall be signed and dated by the evaluating administrator, indicating only that the administrator has read and received the response, and shall be attached to the evaluation form before it is placed in the teacher's employment file.

ARTICLE 32

PERSONAL PROPERTY DAMAGE

When, arising out of and in the course of his/her employment and having used reasonable judgment, a teacher's clothing or personal effects worn by the teacher are damaged or destroyed as a result of a physical attack or willful malice, the board shall reimburse the teacher for the cost of the repair, or reasonable value thereof, in an amount not to exceed \$300 per occurrence.

ARTICLE 33

RESIGNATION INCENTIVE PROGRAM

Any eligible teacher who is retiring under the Kansas Public Employees Retirement System may elect to take advantage of the resignation incentive program (hereinafter called the program) under the terms and conditions set forth in this plan. The program is entirely voluntary and at the discretion of the eligible teacher. Teachers must take advantage of the program at the end of a contract year. However, with mutual agreement between the teacher and the superintendent, and if special health or personal circumstances are present, access to the program may be allowed during the school year.

A. Eligibility

A teacher is eligible for the program if such teacher:

1. Is currently a full-time teacher under contract with USD 453.
2. Is at least fifty-seven years of age and not more than sixty-five years of age on or before December 31 of the calendar year in which the teacher intends to retire.
3. Has fifteen years or more of full-time equivalency service as a teacher in USD 453.

Compliance with the above requirements will be determined by the Director of Human Resources, based on information supplied by the teacher and/or from the teacher's records in the district office. The teacher has the responsibility of providing all information necessary to establish eligibility for the program and the determination of benefits to be paid under this plan

B. Application

An eligible teacher may apply for the program under this plan by submitting a declaration of intent to retire letter by February 1st of the applicable school year and then submitting a letter of application for the program to the Director of Human Resources on or before the 15th day of March of that year. Such written request shall include the following information:

1. a statement of the applicant’s desire to take advantage of the program
2. the anticipated date of retirement
3. the current mailing address and telephone number of the applicant
4. the applicant’s birth date and age as of December 31st of the year in which access to the program is being requested
5. the total number of full-time equivalent years of service with USD 453
6. whether or not the applicant desires to participate in the school district health insurance program to age 65 (teacher must be participating in the district health insurance program during the year in which retirement in order to participate after retirement)

Following receipt of the application and verification that the teacher qualifies, the director of human resources will notify the applicant, in writing, of the effective date of commencement of the program. The applicant will, within ten (10) school days of receipt of the director’s letter, notify the director in writing that the applicant is either:

1. Electing to take advantage of the program in accordance with the plan set forth in the director’s notice, in which case the teacher shall be deemed to have submitted his/her resignation as an employee, effective the date of retirement as established in the notice, or
2. Electing not to take advantage of the plan.

C. Program Benefits

An eligible teacher who takes advantage of the program shall receive the following benefits and shall be subject to the following conditions:

1. Program compensation will be available from age 57 through age 61. Eligibility for program compensation will expire on June 30, 2015.
2. Compensation will be prorated based on the number of days remaining on the contract if accessed prior to February 1st.
3. Program compensation shall be based on the lesser of a factor of 15% or \$8,000 per year. This amount shall be paid annually in January for the number of years shown below based on the teacher’s age as of December 31st of the year of retirement.

Age	Years
57	5
58	4
59	3
60	2
61	1

4. Health insurance will be available from age 57 through age 64. A retiring teacher who has participated in the district health insurance program during the year in which program

participation is requested may receive a monthly contribution for the continued participation in the district health insurance program until the teacher becomes eligible for Medicare. The amount to be paid by the district will be \$350 per month. The teacher will be responsible for payment of any excess premiums due for a single, employee plus one or family policy. Eligibility for the health insurance benefit will expire June 30, 2025.

D. Terms and Conditions

1. All provisions of this program will terminate upon the death of the teacher receiving benefits.
2. Program payments will automatically terminate after the number of payments specified by C. 2. above.
3. The monthly health insurance payment will continue through the month prior to the month the teacher reaches 65. The health insurance benefit will cease upon request by the teacher to drop the insurance coverage or failure to pay the excess premiums.
4. An employee who takes advantage of the program shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.
5. If any provision of this program is determined to be in violation of federal or state laws or regulations, the plan shall immediately be terminated by board action and shall not be in further force or effect unless re-adopted by the board.
6. All early retirement benefits will be subject to all applicable federal and state laws and regulations including income tax rules and regulations.
7. The program compensation will expire on June 30, 2015. The health insurance benefit will expire on June 30, 2025. The resignation incentive program shall expire on June 30, 2025. Any teacher who has not elected to take advantage of the program under this article prior to this date shall not be eligible to receive any benefits after this date. Teachers taking advantage of the program prior to the expiration date of receiving benefits under the program on that date will continue to receive benefits subject to the provisions of this article in effect at the time of their resignation. In the event that IRS Announcement 2000-1 is revoked or modified prior to the expiration of this article, the school district shall have the authority to modify the benefits under this program in the manner minimally necessary to avoid the application of section 456(f) of the Internal Revenue Code to such benefits with respect to eligible teachers at that time who have not yet taken advantage of the program prior to June 30, 2025, but who may elect to do so.

ARTICLE 34

PAYMENT TO RETIRING TEACHERS

Retiring teachers who have taught at least 15 years in the district, and are retiring under the Kansas Public Employment Retirement System, will receive \$50 for each year of service as recognition for such service. The payment will be made in a separate check and will be subject to all withholdings as required by law.

APPENDIX

BOARD OF EDUCATION

UNIFIED SCHOOL DISTRICT 453

LEAVENWORTH, KANSAS

Tax Sheltered Account Guidelines

A. Employees of USD 453 are given the opportunity to purchase tax sheltered accounts as provided in KSA 72-8603 during the following 30 day periods:

1 August 1 to September 1 effective with the September payroll.

2 January 1 to February 1 effective with the February payroll.

These dates are effective for new programs or for adjustments in present programs.

B. Tax sheltered account contracts for individual employees shall not contain pure life insurance.

C. All companies must complete and sign the Investment Provider Agreement. The signed agreement must be submitted to the district's third party administrator. .

D. A list of companies offering tax sheltered account contracts in the district is available from the business office. A new company may be added to the list after they complete and sign the Investment Provider Agreement. Once these are signed, the company must present (15) fifteen contracts from employees of the district before we begin withholding payroll deductions.

E. An employee may not have a tax sheltered account with more than two companies.

F. An employee, by Federal Regulations, can change a tax sheltered account (new, addition, decrease, drop) only once in any 12 month calendar period.

Salary Schedule/Extra Duty Salary Schedule

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See Web Site Salary Schedule

Special Payments Schedule

LEAVENWORTH UNIFIED SCHOOL DISTRICT #453
Leavenworth County, State of Kansas

Teacher Contract

This Contract between the Board of Education of Unified School District #453, Leavenworth County, State of Kansas, hereinafter called the Board, and

EMPLOYEE NAME

a teacher properly licensed under the laws of Kansas and the rules and regulations of the Kansas State Board of Education, hereafter called the teacher, is entered into on this ___ day of _____, 20___, and is subject to all statutory provisions of the State of Kansas.

Provided:

1. The teacher is employed for a total of 186 days, beginning on and ending on the day designated by the Board, subject to the provisions of Articles 12 and 30. Subject to the provisions of Articles 12 and 30, the assignment is:
2. Failure by the teacher to maintain teacher certification in the State of Kansas will constitute grounds for cancellation of this contract.
3. The salary will be \$_____ per annum, and will be paid in 12 essentially equal installments on the 20th day or the work day prior to that if the 20th day is a non banking day, of each calendar month beginning with September and continuing at like intervals until the entire sum shall have been paid, unless this contract is cancelled.
4. The Board shall have authority to prescribe courses of study for each year of the school program and provide rules and regulations for teaching in the unified district and general government thereof, and to approve and adopt suitable textbooks and study materials for use therein (K.S.A. 72-8205).
5. The agreement between the Board and the Leavenworth National Education Association is considered a part of this contract by reference.
6. **In Witness Whereof**, The Parties have hereunto set their hands.

UNIFIED SCHOOL DISTRICT NUMBER 453
LEAVENWORTH COUNTY, STATE OF KANSAS

by _____
President of the Board of Education

Teacher's Signature

by _____
Clerk of the Board of Education

Sign and return both copies of this contract to the Board Office before ___/___/20___.

<u>Degree</u>	<u>Lvl-Step</u>	<u>Emp-No</u>	<u>FTE</u>	<u>Reg-Sal</u>	<u>Total-Sal</u>
_____	_____	_____	_____	\$_____	\$_____

LEAVENWORTH UNIFIED SCHOOL DISTRICT #453
Leavenworth County, State of Kansas

Supplemental Contract

This supplemental contract between the Board of Education of Unified School District #453, Leavenworth County, State of Kansas, hereinafter called the Board, and **EMPLOYEE NAME** is entered into on this ____ day of _____, 20__, to perform supplemental duties as defined and scheduled by the board, including the following:

Supplemental Assignment	Salary
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The above salary will be paid in 12 essentially equal installments on the 20th day or the work day prior to that if the 20th day is a non banking day beginning with _____, 20__.

Pursuant to K.S.A. 72-5412a, this contract is supplemental to the provisions of teacher's primary contract.

In Witness Whereof, The Parties have hereunto set their hands.

UNIFIED SCHOOL DISTRICT NUMBER 453
LEAVENWORTH COUNTY, STATE OF KANSAS

by _____
President of the Board of Education

Teacher's Signature

by _____
Clerk of the Board of Education

STATEMENT OF GRIEVANCE

Date _____ Grievant _____

Administrator to Receive This Copy _____ Level _____

Employee(s) Involved In Grievance _____

Facts Giving Rise to Grievance

Provision(s) of Agreement Violated

Contention of Employee(s) and Relief Requested

Administrator Receiving Copy _____ Date _____

Disposition and Action of Administrator _____

Signature of Administrator

Signature of Grievant

Note: Additional pages may be necessary.

REQUEST FOR LATERAL MOVEMENT

As per Article 23, Requests for Lateral Movement, of the Negotiated Agreement, USD #453 certified staff may request lateral movement on the salary schedule. If you are anticipating that you will have accumulated sufficient hours and/or IDP points to move across on the salary schedule, please complete this form and return it with appropriate documentation (grade cards or transcripts) to the Human Resources Department on/or before June 1st.

College hours must be earned prior to September 1st. Official transcripts and/or PDC transcripts must be turned into the Director of Human Resources by September 1st. All approved movement on the schedule will be reflected in your September 20th pay. Completing this form is considered written notification. The revised salary is subject to the current negotiated agreement.

In the event that an official transcript is not submitted with the request for lateral movement, and the official transcript is not received by September 1st, lateral movement will not take place.

Mid-Year Movement on Salary Schedule – Teachers will be allowed to move on the salary schedule to a DEGREE ONLY column if receiving a masters, ed spec or doctorate prior to January 1st. Written requests for lateral movement on the salary schedule must be received in the central office by December 1st of the current school year. Official transcripts are to be turned into the Director of Human Resources by January 20th. A revised contract will be issued and must be signed and returned before change in payroll. The payroll change will be for the last six months of contract year.

Teacher’s Name: _____ Date: _____

Building: _____ Position: _____

ANTICIPATED CHANGE (Subject to approval): To verify your level and step, please check the bottom of your last teacher’s contract.

FROM: Level _____ Step _____

TO: Level _____ Step _____

Comments:

Teacher Signature: _____ Date: _____