

PREAMBLE

AGREEMENT made and entered into as of the 8th day of August 2011, by and between THE BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 263, hereinafter referred to as the "Board", and the MULVANE EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school district of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees, excluding administrators, within the school district has designated the Association as its representative for professional negotiations; and

WHEREAS, the Association is recognized by the Board as the exclusive representative of all those employed by the Board in positions which require certificates issued by the State Board of Education or who are employed in professional, educational or instructional capacities, except administrative employees.

WHEREAS, the Board and Association recognize and declare that providing a quality education for the students of Unified School District 263 is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, it shall be the mutual aim of the parties of this agreement to maintain and improve the quality of the instructional program and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service.

DEFINITIONS

1. **The School District or School System.** Unified School District 263, Mulvane, Sedgwick County, Kansas.
2. **The Board.** The Board of Education of Unified School District 263, Mulvane, Sedgwick County, Kansas.
3. **Superintendent.** The Superintendent of Schools of Unified School District 263, Mulvane, Sedgwick County, Kansas.
4. **The Association.** The Mulvane Education Association, associated with Kansas-NEA and the National Education Association.
5. **Administrative Personnel.** Those certified employees who are employed under one of the following contracts: Superintendent, Principal, Assistant Principal, Administrative Assistant.
6. **Certified staff member.** All certified personnel employed by the Board on the certified salary schedule referred to in this agreement as certified staff member, employee, professional employee, certified staff member, or bargaining unit member. Benefits extended to “certified staff members” less than full-time will be prorated. These personnel classifications are used interchangeably throughout the negotiated agreement.
7. **Supervisor.** The supervisor of a professional educator is the building principal, assistant principal, or a person designated by the superintendent.
8. **Grievance.** A direct violation of the negotiated agreement.
9. **Bargaining Unit.** The bargaining unit is defined as teachers, counselors, nurses.

ARTICLE I: ASSOCIATION RIGHTS

1. **Exclusive Recognition:**

The board recognizes the Association as the exclusive and sole representative of all professional employees of the recognized bargaining unit, except administrative personnel, for the purpose of professional negotiations.

2. **Access to Information:**

The board agrees to furnish the Association, upon request, all available public information. The information shall include but not be limited to the following: annual financial reports, audits, register of certificated personnel, budgets, agendas and minutes of board meetings, and treasurer's reports. Such information shall be provided or made available within a reasonable time and only in the form available.

3. **Board Agenda:**

The Association has the right to request items to be placed on the board agenda. Such request shall be handled consistent with board policies and procedures on board agendas.

4. **Use of Facilities, Equipment, Bulletin Boards, Mail Boxes, and Electronic Media:**

The Association shall have the right to reasonable access to facilities and the use of equipment owned by USD 263. The individual using such equipment shall be responsible for repair or replacement costs beyond normal wear and tear if the equipment is damaged, stolen, or lost. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

5. **Payroll Dues Deduction:**

USD 263 will provide payroll dues deduction for members of the Mulvane Education Association. Local, state, and national association dues will be taken from the certified staff members' paychecks beginning with the September payroll in 10 monthly installments (rev. 5/97).

ARTICLE II: SAVINGS CLAUSE

If any provision of this agreement is found to be contrary to law, then such provision shall be deemed invalid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE III. TEMPORARY PAID LEAVES

Section A: Leave Options

The certified staff members, administrators, and the BOE feel that having our certified staff members present in the classroom is of great value to our students. We also recognize the importance of giving the employee a choice of leave days to fit individual needs. Therefore, each certified staff member will have 10 leave days (71.6 hours) per year. An application for leave that is intended to be used for anything other than illness must be submitted to the building principal for approval at least one week in advance, if possible, and shall be subject to the availability of suitable substitutes. A copy of the request shall be forwarded to the office of the Superintendent. Under no circumstances shall leave other than for illness/emergency be granted to extend vacation or holiday periods. No more than three consecutive leave days may be taken without administrative approval. An employee may be paid for unused leave days at the rate of \$80 per day, \$11.17 per hour and/or employee may choose to roll over up to 10 days (71.6 hours) per year into his/her accumulated sick leave account for an accumulated total of no more than 80 days (572.8 hours). Certified personnel will be paid for the unused current leave days (i.e., 10 days) requested in writing at check out. All persons, returning or those that have left the district will be paid on the first day of the next contract year. A day is defined in the negotiated agreement as per article 5.

Each certified staff member, in good standing upon retirement, shall be reimbursed for unused accumulated sick leave. Reimbursement will be made at a rate of \$12 per 7.16 hours for a full-time certified staff member and \$6.00 per day for part-time certified staff member. Payment shall be disbursed on the August paycheck in the certified staff member's year of retirement. (8/2003)

Misuse of Leave Provisions

Misuse of any leave provision is subject to the reduction of one day's salary of the certified staff member in question for each day absent.

Section B: Leave Time Used and Accumulated

Leave time will be charged in one-hour increments. If the time requested is less than one-half day and coverage for that time is unavailable, one-half day (3 hours 35 minutes) leave must be taken. One-seventh of the total contract day will constitute one hour. (Contract day – 7 hours, 10 minutes) (rev. 8/2003)

Section C: Accumulated Sick Leave

This section applies only to leave remaining after the annual ten (10) day (71.6 hours) leave has been utilized except in the case of bereavement (see below). Accumulated sick leave shall be allowed for personal illnesses of a certified staff member or immediate family member. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any persons making his/her home permanently in the household of the certified staff member. Accumulated sick leave days will be converted to hours at 7 hours 10 minutes per day. (rev. 1/2005) Decisions concerning sick leave applications will be made by the building Principals, with questionable situations to be referred to Human Resources with final approval of the Superintendent. (rev. 06/2008)

Section D: Bereavement Leave:

In the case of a death in the immediate family, as defined under Section C, a maximum of 5 days (35.8 hours) of accumulated sick leave may be used for bereavement. If the certified staff member doesn't have any accumulated sick leave accrued then current year leave must be utilized. If additional time is needed beyond the five accumulated sick leave days then current year leave must be utilized. (rev. 06/2008)

Decisions concerning bereavement applications will be made by the building Principals, with questionable situations to be referred to Human Resources with final approval of the Superintendent. (rev. 06/2008)

Section D: Central Sick Leave Bank

The Central Sick Leave Bank shall consist of a number of sick leave hours, to be contributed by the certified employees, for the purpose of extending cumulative sick leave in cases of a prolonged medical illness of a certified staff member or a member of their immediate family, as defined in the leave policies.

1. The hours shall be contributed from the current annual leave of individual certified staff members at the rate of one day (7.16 hours) per certified employee per school year on a voluntary basis.
2. Leave hours from the CSLB may be drawn out only by those members who have contributed during that school year and only after all current annual and accumulated sick leave hours have been utilized.
3. Leave hours drawn from the CSLB shall not exceed 10% of the total hours as of September 15 rounded to the nearest hour, of the total maximum number of hours in the bank per individual per year.
4. Leave hours may be drawn from the CSLB for the same illness within the school year if the total number of eligible hours have not been used. The certified staff member will provide verification from their physician concerning the recurrence of the illness.
5. Contributions to the CSLB shall be made at the specified time at the beginning of each school year or when the total number of hours in the bank falls below 358 hours.
6. In case of emergency, a second contribution of hours will be allowed. Certified staff who contributed initially will be eligible to contribute again. An individual, who did not contribute initially, may donate in case of emergency but would not be eligible for the sick leave pool. The second donation or the emergency donation may come from accumulated sick leave. Donated days will be distributed to the CSLB first (358 hours) and then to the Catastrophic Pool* (358 hours) according to limits established in this article (maximum CSLB is 1432 hours).
7. A CSLB committee will oversee the operation of the CSLB. This committee will include the Central Office staff member who works with leave provisions, the Superintendent or Assistant Superintendent and two representatives from the Mulvane Education Association.
8. Hours in the CSLB will carry over from one school year to the next but will not exceed 1611 hours (to be reviewed every other year) (eff. 2008-09). Each year, 25% of carry over hours will go into a catastrophic pool* but will not exceed 859.2 hours (to be reviewed every other year) (eff. 2008-09). These hours are included in the 1432 total. The CSLB committee will oversee the catastrophic pool and decide eligibility. Catastrophic leave will only be considered after CSLB is used first and is available only for the employee. An eligible employee making application to the catastrophic pool may request up to 30 days annually with physician documentation. These days may be taken in hourly increments.

Example: If there are 716 hours in the CSLB, a certified staff member who donated a day (7.16 hours) may draw up to a total of 10 days (71.6 hours) in the case of a prolonged illness. These 10 days (71.6 hours) may be used to extend the leave for said illness or may be used if said illness recurs and the 10 total days (71.6 hours) had not already been drawn. (rev. 6/2004)

Definitions:

School Year is defined as contract year.

*A catastrophic illness is a period of incapacity which is permanent or long term due to a condition for which treatment may or may not be effective. The employee must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider. Examples include but may not be limited to Alzheimer's, a severe stroke, or the terminal stages of a disease.

Section E: Certified staff member Pregnancy/Maternity/Adoption Leave

Childbirth shall be considered as any other disability where the employee is unable to perform the essential job functions pursuant to a physician's directive. Leave /Accumulated Sick leave shall be allowed for use during an absence due to childbirth for the period specified by the attending physician. Leave / Accumulated Sick leave will not be allowed for extended well-baby care but will be allowed for physician appointments. (rev. 8/2003)

Adoption will entitle the certified staff member to the provisions of sick leave. Leave /Accumulated Sick leave may be used in order to complete the adoption process and/or for a period of adjustment for the child and parent. This period of adjustment will be in accordance with the recommendation of the adoption agent. (rev. 8/2003)

ARTICLE IV. FRINGE BENEFITS

Certified staff members of USD 263 shall be eligible to participate in a flexible fringe benefit program as established by the Board of Education. The USD 263 Board of Education shall retain the right to determine the company or companies of record and shall retain the right to determine the specific programs to be offered under the umbrella of the flexible fringe benefits program.

ARTICLE V. CONTRACT YEAR / CONTRACT DAY

The number of certified staff member duty days in the basic duty year shall not exceed 187 school days exclusive of addendum and/or extended contract days. The duty year shall consist of teaching days and in-service days as determined and scheduled by the Board of Education.

The contract day in USD 263 shall be defined as 7 hours and 10 minutes in length consisting of a 6 hour and 40 minute teaching day, and a total of 30 minutes prior to the start of the teaching day and after the actual teaching day. (5/10/00)

The time within the contract day, except duty free lunch, is to be used for school purposes, planning, inservice and related assignments. (5/10/00) (rev 6/24/02)

ARTICLE VI. CERTIFIED STAFF MEMBER FILES

Certified Staff Member Access

Certified staff member personnel files, except letters of recommendation which are indicated to be confidential and other confidential documents to which the certified staff member has waived the right of inspection (such as certified staff member credentials) will be open to the certified staff member during regular business hours. Persons other than the district administration, Board of Education, and any and all legal counsel approved by the Board must have the certified staff member's permission to inspect the file.

Responses

The certified staff member may respond in writing to items in the file.

Right to Reproduce Contents

The Certified staff member shall have the right to reproduce any contents of his/her file except credentials, confidential letters of recommendation, or items to which the certified staff member has waived the right of inspection. Copying must be done at the location where the file is stored. The cost of copying shall not exceed that amount normally charged to patrons or other community groups and shall be borne by the certified staff member.

Removal of File Contents

Any evaluation/document except credentials, confidential letters of recommendation or items to which the certified staff member has waived the right of inspection, which is in excess of being three years old, will be removed from the personnel file within 30 days upon receipt of the certified staff member's written request and administrative agreement (rev. 5/97).

Teacher Evaluation Procedure

The following procedures should be followed in accordance with the teacher evaluation process:

An administrator must perform formal and informal observations

Teacher must be notified of the formal evaluation in advance (eff. 2008-09)

Self-evaluation forms will be given to the teacher in advance of the evaluation conference (eff. 2008-09)

Formal observations must be dated

Teacher should bring completed Self-Evaluation information to the scheduled conference

Teacher and administrator conference must be performed to discuss the evaluation

Teacher will acknowledge presentation of the written evaluation with his/her signature

Teacher may respond in writing within 2 weeks of the evaluation (rev. 6/04).

ARTICLE VII. REDUCTION IN FORCE

In the event the Board decides that the size of the teaching staff must be reduced, guidelines in this article shall be followed. Insofar as possible reduction of staff shall be accomplished by attrition due to resignations and retirement.

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

1. To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the Board. The number of certified staff members needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals as determined by the Board.

2. All certified staff members will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas or disciplines shall be ascertained and applied to the certified staff member needs of the district. Current evaluation forms, instruments or tools will be used to measure each staff member's teaching ability. Certification and teaching assignments shall also be considered (rev. 5/97).
3. In the event two or more certified staff members have similar qualifications and skills in a teaching area deemed necessary to fulfill the district's educational goals, the superintendent may recommend the tenured certified staff member, if any, for the position in question. A qualified tenured certified staff member shall be retained over a non-tenured certified staff member.
4. Any certified employee who is not re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the certified staff member is qualified. The superintendent will recommend to the Board reinstatement of any such certified staff member whom he/she deems qualified and able to serve the best interests of the district. The Board shall not be required to consider reinstatement of any such certified staff member after a period of one year from the date of non-renewal.

MISCELLANEOUS

1. Early Retirement

A. Philosophy Statement

The BOE of USD 263 will grant early retirement to all certified district employees who qualify. The primary purpose of the early retirement program is to maintain the best possible level of instruction for the students and patrons of the district, to enhance the benefits of employment in the district, and to facilitate the necessary and/or desirable early retirement of employees.

B. Regulations and Guidelines for Early Retirement

1. Eligibility - To be eligible for retirement, a certified employee must meet each of the following requirements:
 - a. The employee must have completed a minimum of 15 years of continuous employment in USD 263.
 - b. All years of employment must be at least 1/2 time in order to be counted for eligibility
 - c. The employee must be currently employed by USD 263.
 - d. The total years of certified employment plus the age of the employee must total 85 or more by September 1 of the year of intended retirement (rev. 5/97). The applicant must be intending to retire from KPERS.
 - e. Up to five (5) years of active military service may be substituted for years of certified employment. (rev. 11/01)
2. Application - An employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such notice will be given on or before March 1 of any year preceding the anticipated early retirement date. Superintendent will notify the applicant in writing of the final disposition of the application along with the amount of annual early retirement benefits on or before March 15.

Early Retirement Notification to the BOE:

On or before January 15, the teacher shall receive an incentive stipend of \$350.00.

January 16 through February 15, the teacher shall receive an incentive stipend of \$250.00.

February 16 through March 1 – no incentive stipend will be earned.

3. **Benefits**– An Eligible Employee shall become a Participant beginning on September 1 of the year in which the Employees separates from service with USD 263 after attaining a minimum of 15 years of consecutive years of service with USD 263 which for purposes of the Plan shall include any years where the employee was employed at least half-time. Additionally, the employee must have been employed by USD 263 at the time of separation from service and must have accumulated 85 points under KPERS and be eligible for KPERS retirement benefits accordingly. In order to become a Participant, the employee must notify the Superintendent of Schools of their intent to sever employment and actually sever employment by reason of retirement prior to the beginning of the next Plan Year. For purposes of calculating year of service hereunder, up to 5 years of active duty military service may be substituted for years of certified employment. Each year prior to the beginning of a new Plan Year, USD 263 shall provide to one company selected by the district a list of each Participant, along with a schedule of the amount of non-elective employer contributions to be made to the account of such Participant and the applicable period of time over which such contributions shall be made.

The 12 Consecutive month period ending every August.

Eligible Employees who become Participants as set forth in Section 1.08 of the Plan shall receive an amount equal to 28% of the Participant’s “Includible Compensation” during their last year of employment plus an additional 1% of such 28% amount for each year of service with the Employer in excess of 15 years, subject to the Annual Addition and other contribution limits as set forth under the Plan. Such yearly contribution amount shall be pro rated and paid to the account of each Participant in a lump sum portion paid into his/her 403b plan each year in September of the year following the retirement, and shall receive payments each year for a maximum of 5 years. Such contributions shall cease upon the earlier of the Participant attaining Normal Retirement Age (65), as defined under the Plan, or the end of the 5th year which precedes the year in which the participant retired and separated from service with the Employer.

For the purpose of this section of the Plan, the Employer hereby elects pursuant to Treasury Regulation 1.415-2(b), the “Limitation Year” of September 1 to August 31 for each year in which the Plan is in effect.

4. **Terms and Conditions** - The following terms and conditions shall apply to the district early retirement plan:
 - a. The BOE retains the right to adopt the early retirement program on a year to year basis. Should the BOE choose to suspend, amend, or terminate the program, notification shall be given to the staff in the period between July 1 and August 15, one year prior to discontinuing the program.
 - b. Any applicant meeting the requirements shall be granted such benefits by the BOE if the program is adopted for the following year.

- c. Should the BOE decide to amend, suspend, or terminate the early retirement program in any given year, all staff members who were on the program prior to the non-adoption will continue on the program until all 5 payments under the Plan have been made.
- d. Early retirement benefits shall cease upon the death of the retired employee.
- e. The employee must reach their qualifying age prior to September 1 of their retirement year.
- f. Eligibility for early retirement will be determined by the district office. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility. The form for application will be provided by the district office.
- g. Should the BOE increase or decrease the index percentage at any given year, employees already retired and having years remaining on retirement benefits shall not be affected by the newly approved index figure for the remaining years of eligibility.
- h. Early retirees will have an opportunity to participate in the district health insurance program at the same premium rate paid by currently employed district employees. The retired employee will be responsible to pay the total cost of the insurance premium. The retired employee is not entitled to any medical benefit contribution made by the BOE to district full time employees. If the current health insurance plan should change, the retiree will have the opportunity to continue with the new plan but will not be permitted to vote on any changes. Retirees shall be eligible to remain on the district health insurance plan only if they continue to reside within the enrollment area as determined by the provider of the applicable district health insurance program. Retirees who move out of the enrollment area of the applicable district health insurance program shall automatically forfeit their eligibility to continue on the district health insurance plan.
- i. To receive early retirement benefits, a certified staff member must be retiring from employment and will cease to continue to receive their retirement benefit if they take another certified staff position in this district. (This condition does not apply to substitute teaching. A retired employee may be employed as a substitute certified staff member without losing retirement benefits.) A teacher qualified for early retirement in U.S.D. #263 may apply for a summer school contract that requires a professional license. These persons could be considered for employment if no other district staff is available due to appropriate licensure requirements and as long as the district is not subject to any additional KPERs requirements. This does not limit the district in advertising for additional candidates for any position. (rev 4/07)

EARLY RETIREMENT COMMITTEE

The Board of Education and Association recognize the significant cost of the District's Early Retirement Incentive and seek to explore more cost effective solutions. For this reason, the BOE and association members will form a committee of three association members and three board/administrators who will

study alternative solutions and provide the Board of Education and Association with a report in January 2011.

Early Retirement Committee will continue to explore more cost effective solutions during the 2011-2012 school year. (8/11)

2. **Salary Payment**

Certified staff members shall be paid monthly, on or before the 24th of each month. The option of a summer lump sum payment shall remain open, pending a written request filed with the superintendent by the certified staff member prior to April 1st. All contracted payments are subject to applicable taxes.

New certified staff members to the district may select the option of 1/24th salary payment on or before September 1 and the next 1/24th payment on the regular pay date in September. If no selection is made, the first full payment shall be on the regular pay date of on or before the 24th of September and all subsequent months.

3. **Leave / Accumulated Sick Leave Accounting**

Each certified staff member shall be given a written accounting of his or her leave / accumulated sick leave hours each September, and the number of leave hours remaining by each employee each month shall be re-entered on that employee's monthly paycheck. (rev. 8/2003)

4. **Jury Duty / Legal Proceedings**

Full-time and part-time certified staff members shall receive their regular duty pay while serving on jury duty and shall reimburse USD 263 all money received for jury duty except that amount allowed for meals and mileage (rev. 5/97). The same stipulation and benefits shall apply for staff members who must attend a legal proceeding related to school district issues under the requirements of a subpoena (Rev. 8/11).

5. **Printing**

The Negotiated Agreement shall be printed at the expense of the Board.

6. **Association Leave**

The Board shall allow 3 days of Association Leave to be used at the discretion of the association president or his/her designee. The leave shall be requested from the building administrator at least 48 hours in advance of the absence. If proper notification is received, the cost of the substitute will be borne by the Board. If the administrator is not notified at least 48 hours in advance, the cost of the substitute will be paid by the association (rev. 5/97).

7. **Professional Staff Development**

Professional staff development will occur in weekly meetings at the building level. The student day will begin one hour late each Wednesday to allow for meetings concerning QPA, curriculum, assessment, instruction, technology, staff meetings, and grade level or department meetings. Meetings will begin at the start of the contract day and will last for a maximum of one hour. Each meeting will have a well-organized protocol and the agenda will be provided through email or a written notice. Certified staff will make it a professional priority to be punctual and to obtain and become familiar with the agenda prior to the meeting.
(approved 6/24/02)

8. **Award Credit**

Award Credit will be frozen at the 2009-2010 levels (\$55.28 per credit hour) for one year and will not increase. (approved 6/28/10).

Continue at the 2009-10 levels for the 11-12 school year. (approved 8/11)

Award credit will be reimbursed at the rate of 25% of the average of the actual graduate credit hour tuition costs as of August 1st of the contract year for ESU, WSU, FHSU, KSU, and KU. The rate will be communicated to the staff through orientation paperwork. This will be based on per credit hour tuition. Certified staff members shall be paid within the following limitations:

1. 6 hours per regular semester
2. 12 hours per summer
3. Not to exceed 16 hours in any one school year
4. Graduate level classes (unless pre-approved by Superintendent/designee)

It is the responsibility of the certified staff member to inform the Professional Development Council (PDC) of his/her desire to receive award credit. The Council will accept or deny applications for award credit. Application for credit will be made to the Council by the Council's September meeting for the fall classes, and by the Council's January meeting for the spring classes. Summer award credit will be submitted to the Council by the May meeting. Any credit requested after the designated times will need to be submitted to the superintendent for approval and prior approvals should be submitted within the semester that the class is taken. Any deviations from these guidelines will be considered on an individual basis.

Elementary hours will be granted based upon those learning experiences applicable to elementary classroom instructional delivery. Secondary hours will be granted based upon the enrollment in courses directly related to the discipline currently being taught, certified, and/or assigned. The Council will also consider application for course work involving school discipline techniques, student motivational courses, and courses directly related to instructional delivery techniques. Approved advanced degree programs will also be considered (rev. 5/97). (rev. 8/2003)

Request for payment for hours taken can be submitted to the central office on or before January 10th, for hours taken in the Fall semester with payment in February, and on or before September 10th for hours taken in the Spring and Summer semester, with payment in October, provided the certified staff member is under contract to U.S.D. 263 for the ensuing school year. Official transcripts of all award credit hours must be on file in the superintendent's office prior to approval for payment.

9. **Health Insurance Fringe Benefit**

Eligible participants must have received a contract of at least .64 FTE. Employees must be enrolled in the district health insurance on October 1 and must remain on the plan to receive the fringe benefit. A flat rate of \$170 (eff July 2011) per month will be paid by the BOE towards health insurance premiums. Any certified staff having a qualifying event as established by the company of record can become eligible after October 1 for the defined benefit. This will be offered only as a defined benefit. The Board of Education shall retain the right to select the company or companies of record. (Approved by BOE 8/11)

10. **Pay for Planning Period**

Certified staff members, who are requested by the administrator to give up their planning period to cover or substitute for a fellow absent certified staff member, shall be compensated at the rate of \$15.00 per period. (approved 6/24/02) Payment will be in the following paycheck.

If a certified staff member is requested to and agrees to such request to teach on a contractual basis without the benefit of a planning period, the certified staff member will be paid an additional 1/7 of his/her base salary for the year of the additional assignment (5/97).

11. **Duty Free Lunch**
It is the intent of the Board of Education to provide for duty-free lunch. The length of such duty-free lunch is determined by the building operation, age of student and the type of meal served.

12. **School Calendar Development**
A representative of the Association shall be included with the Superintendent/designee and Building Principals in developing the annual school calendar. This is usually done in the first quarter of the school year. The representative will be notified at least four (4) weeks in advance of the planning meeting so that preliminary time may be used to seek input from other professional colleagues. The Association will present one (1) calendar to the Superintendent of Schools for consideration.

13. **Extended Contracts**
Extended contracts will be issued based on dividing the base certified staff member contract amount by the number of days in the contract year, and multiplying that daily amount by the number of extended contract days (5/99).

14. **Service Stipend**
The USD 263 Board of Education shall pay a \$200 yearly stipend to all certified staff members within the district that have twenty (20) years of service or more in the Mulvane School District. The stipend shall be part of the contract when the certified staff member has 20 years of service and will continue until retirement, resignation or termination.

15. **Grievance Procedure (formerly BOE policy 07-034)**
A grievance is defined as a direct violation of the negotiated agreement. A certified staff member who has a grievance shall follow the following procedure:

Level One – Within ten contract days of becoming aware of the problem, the certified staff member shall present the problem, in writing, to and discuss it with, the building principal or designee. The building principal has ten contract days to provide a written response/solution.

Level Two – If the principal does not arrive at a satisfactory solution, the certified staff member has ten contract days to request an interview with the superintendent. The superintendent has a period of fifteen contract days in which to hold the interview. After meeting with the certified staff member, the superintendent has fifteen contract days to provide a written response/solution.

Level Three – If the superintendent does not arrive at a satisfactory solution, the certified staff member has fifteen contract days in which to request a hearing by the board of education. The board of education will have sixty contract days in which to hold the hearing. At such a board hearing, the president of the board shall act as chairperson, and all parties involved in the grievance shall be present, if necessary, and each party shall be allowed to give testimony and rebuttal testimony. The board of education will have thirty contract days to provide a written, explanatory decision, which shall be final. The time line may be extended and/or federal mediation may be utilized by mutual agreement.

Board members should not listen to, or act upon, complaints or grievances, which have been filed with individual members of the board, nor should the board normally act upon complaints or grievances that have not been first presented to the building principal and superintendent.
Certified staff members who present personal or group grievances to out of school groups in order to bring pressure upon the administration and the board of education shall be considered to be acting in a highly

unethical and unprofessional manner. Certified staff members having such complaints or grievances shall in all cases follow the above outlines procedures. (approved 6/24/02)

16. **Office of Civil Rights Voluntary Compliance Plan**

If the decision is deemed unsatisfactory by the complainant(s), a complaint of alleged discrimination may be filed with the (rev. 6/00):

Kansas Commission on Civil Rights
Landon State Office Building, 8th Floor
900 Jackson, Suite 851 south
Topeka, Kansas 66612-1258

Equal Employment Opportunity
911 Walnut, 10th Floor
Kansas City, Missouri 64106

Department of Health, Education and Welfare
Office of Civil Rights
10220 N. Executive Hills Blvd.
Kansas City, Missouri 67153

17. **Unassigned Supplemental Positions**

Unassigned supplemental positions shall be offered to qualified certified staff prior to making the offer to non-certified persons.

18. **Placement and Movement on Salary Schedule:**

1. Certified staff members shall initially be placed on the salary schedule according to the number of credit hours earned and years of teaching experience.
2. Notification must be given to the Clerk of the Board of Education no later than April 1st of the current school term of intent to move horizontally on the salary schedule.
3. Movement on the salary schedule can only occur at the beginning of the current school term.
4. Before advancement on the salary schedule can be granted, official transcripts must be on file in the Office of the Clerk of the Board of Education to verify hours earned by September 1st. This is to ensure that the salary adjustment can be instituted at the first pay period of the current term.
5. Vertical movement of one step will accompany earned horizontal column movement.
6. Certified staff members frozen on the salary schedule will be allowed to horizontally move to the corresponding column when additional credit hours are earned but will be limited to one vertical step move at that time.
7. Graduate hours earned before the completion of a Master's degree cannot be used for placement on or movement to the MS +15 column or above.

* For school year 2002-03 no vertical movement was allowed.* (approved 6/24/02)

19. **Saturday School**

Saturday School supervision will be paid at a rate of \$15.00 per hour. (approved by BOE 6/24/02)

20. **Mileage Reimbursement**

The Mileage Reimbursement Policy applies to certified employees conducting official district business from various schools. Mileage will be paid for the distance traveled from the point of origin to each approved site based upon actual distance. All Mileage Reimbursement must be submitted on the approved mileage log, properly completed and timely submitted by the employee, and approved by the appropriate Principal each December and May of the school year. Mileage will be reimbursed at the rate approved by the Board of Education. Reimbursement will be paid in January and June in a separate check as a reimbursement for mileage expenses. (approved by BOE 6/30/09)

21. **Planning Time**

Members of the bargaining unit will have planning time in accordance with the following guidelines: Grades 7-12 will have plan time equal to 1 class period per day. Grades 1-6 plan time will be a minimum of 200 minutes per week and Kindergarten will have plan time equal to a minimum average of 190 minutes per week. In addition to the minimum of 200 minutes per week, the special education teachers will maintain flexible plan time based on caseload.

22. **PDC Points for Movement on the Salary Schedule**

Based on the research done by the appointed committee, considering the use of PDC points for movement on the salary schedule supports a valuable process that focuses on benefiting teachers committed to improving their instruction and the district's mission to support improvement in the teaching and learning process in coordination with school improvement target areas.

The following criteria are recommended:

- 20 Points = 1 College Hour (300 points to move across columns)
- Activities not related to workshops/in-service shall be at a maximum of 50 points annually per project (i.e., study group).
- Level 2 and 3 points must be acquired within the current or subsequent licensure period.
- Level 3 points will be allowed for movement on the salary schedule. After approval and awarding of Level 3 points, Level 2 points will be allowed to be added in. Documentation must detail student achievement results and is the responsibility of the teacher/administrator to establish.
- Points may only be earned by an employee of the district (no points transferred in).
- Points cannot be used to move to a higher degree level.
- Implementation is effective for the 2005-06 school year.

Other Considerations:

- The local PDC council/plan highly recommends the pre-approval of Level 2 and 3 activities.
- The PDC plan outlines quality criteria for evidence and documentation of impact on student achievement.
- Service to the Profession points are only applicable to Knowledge Level 1 and therefore; cannot be used for movement on the salary schedule.
- Staff should be encouraged to do formal presentations for valuable information received at workshops in order that other staff members may benefit from implementation opportunities.
- The district will have to develop a management system to track this information. Staff notification for anticipated movement on the salary schedule should follow the same process as college hours.
- Incentives for staff presenting within district will be explored.

23. **In-service / Continuing Education Training – (8/11)**

Certified staff members attending approved in-service or professional development training outside of the contract day/year will be reimbursed \$22.00 per hour. Training must be approved in advance by the superintendent. Training outside of the contract day or year will not be mandatory.

IEP/GEI MEETINGS (Added 6/28/10)

Certified staff members providing services to students for which IEP/GEI meetings are held, qualify to log time spent outside the contract day on a "service to the profession" log in mylearningplan.com which will be reviewed by the principals at the end of the year and then submitted for salary schedule movement points. (20 hours = 1 credit) IEP/GEI meetings may be held before, during or after school, during late starts, inservice, or team planning times, but should be limited in the use of individual teacher plan time.

INSERT SALARY SCHEDULE

SUPPLEMENTALS

Supplemental Salary Schedule Stipends

An annual stipend approved annually by the Board of Education will be established for the activity/athletic supplemental salary schedule. This stipend will be based upon the number of years of experience verified by the sponsor/coach. Persons approved annually by the Board of Education and completing assignments as sponsors/coaches shall be eligible for the experience stipend as proposed in the supplemental schedule proposed for the 2009-2010 school year. The supplemental stipend is calculated by 1.5% per year of experience times the supplemental salary. The stipend is maxed out at 14 years of experience or 20% of the supplemental amount. Years of service would be counted for "like" experience at middle school, high school or college levels. Example: Football for football, volleyball for volleyball. Payment for supplemental will be equally distributed over 12 months (BOE approved 6/30/09)

Verification of experience may include copies of contracts or a letter of endorsement from a district and must be received by the Building Athletic Director or designee, upon signing of initial supplemental contract.

SUPPLEMENTAL SALARY SCHEDULE
2011-2012

The following allowances should be made in addition to the regular salary schedule:

Level	Team/Position	Salary Each
1	Athletic Trainer	\$5,078
1	HS Head Basketball Boys	\$5,078
1	HS Head Basketball Girls	\$5,078
1	HS Head Football	\$5,078
1	HS Head Wrestling	\$5,078
2	HS Band Director	\$3,890
2	HS Head Baseball	\$3,890
2	HS Head Cheer	\$3,890
2	HS Head Cross Country	\$3,890
2	HS Head Soccer Boys	\$3,890
2	HS Head Soccer Girls	\$3,890
2	HS Head Softball	\$3,890
2	HS Head Track	\$3,890
2	HS Head Volleyball	\$3,890
3	HS Assistant Basketball Boys	\$3,175
3	HS Assistant Basketball Boys	\$3,175
3	HS Assistant Basketball Boys	\$0
3	HS Assistant Basketball Girls	\$3,175
3	HS Assistant Basketball Girls	\$3,175
3	HS Assistant Basketball Girls	\$0
3	HS Assistant Football	\$3,175
3	HS Assistant Football	\$3,175
3	HS Assistant Football	\$3,175
3	HS Assistant Football	\$3,175
3	HS Assistant Football	\$3,175
3	HS Assistant Football	\$3,175
3	HS Assistant Football	\$3,175

3	HS Assistant Football	\$0
3	HS Assistant Wrestling	\$3,175
3	HS Assistant Wrestling	\$3,175
3	HS Assistant Wrestling	\$3,175
3	HS Head Golf Boys	\$3,175
3	HS Head Golf Girls	\$3,175
3	MS Head Football - 7th & 8th	\$3,175
3	MS Head Track	\$3,175
4	HS Assistant Baseball	\$2,857
4	HS Assistant Baseball	\$2,857
4	HS Assistant Baseball	\$2,857
4	HS Assistant Cross Country	\$2,857
4	HS Assistant Soccer Boys	\$2,857
4	HS Assistant Soccer Boys	\$0
4	HS Assistant Soccer Girls	\$0
4	HS Assistant Soccer Girls	\$2,857
4	HS Assistant Softball	\$2,857
4	HS Assistant Softball	\$2,857
4	HS Assistant Softball	\$2,857
4	HS Assistant Track	\$2,857
4	HS Assistant Track	\$2,857
4	HS Assistant Track	\$2,857
4	HS Assistant Track	\$2,857
4	HS Assistant Volleyball	\$2,857
4	HS Assistant Volleyball	\$2,857
5	HS Dance Team	\$2,539
5	HS Head Coach Bowling	\$2,539

5	MS Band Director	\$1,269
5	MS Band Director	\$1,269
5	MS Cheer	\$2,539
5	MS Head Basketball Boys - 7th	\$2,539
5	MS Head Basketball Boys - 8th	\$2,539
5	MS Head Basketball Girls - 7th	\$2,539
5	MS Head Basketball Girls - 8th	\$2,539
5	MS Head Cross Country	\$2,539
5	MS Head Volleyball - 7th	\$2,539
5	MS Head Volleyball - 8th	\$2,539
5	MS Head Wrestling	\$2,539
5	HS Debate	\$2,539
5	HS Speech/Drama/Forensics	\$2,539
6	HS Scholars Bowl	\$1,850
6	HS Vocal Music	\$1,850
6	HS Yearbook	\$1,850
7	HS Assistant Bowling	\$0
7	HS Assistant Cheerleading	\$1,586
7	MS Asst. Basketball Boys	\$1,586
7	MS Asst. Basketball Boys	\$1,586
7	MS Asst. Basketball Girls	\$1,586
7	MS Asst. Basketball Girls	\$1,586
7	MS Asst. Cheer	\$1,586
7	MS Asst. Cross Country	\$1,586
7	MS Asst. Football	\$1,586
7	MS Asst. Football	\$1,586
7	MS Asst. Football	\$1,586

7	MS Asst. Football	\$0
7	MS Asst. Track	\$1,586
7	MS Asst. Track	\$1,586
7	MS Asst. Track	\$1,586
7	MS Asst. Track	\$1,586
7	MS Asst. Track	\$0
7	MS Asst. Volleyball	\$1,586
7	MS Asst. Wrestling	\$1,586
7	Summer Weightlifting 7-12	\$1,586
7	Summer Weightlifting 7-12	\$1,586
8	HS Fall Musical	\$1,047
8	HS Fall Musical	\$1,047
8	HS Spring Play	\$1,047
9	HS Assistant Debate	\$897
9	HS Assistant Forensics	\$897
9	HS Fall Music Tech. Dir.	\$897
9	HS FCCLA	\$897
9	HS Jr. Class	\$449
9	HS Jr. Class	\$449
9	HS Jr. Class	\$897
9	HS KAY	\$897
9	HS KAY	\$897
9	HS Spring Play Tech. Dir.	\$897
9	HS Sr. Class	\$897
9	HS Sr. Class	\$897
9	HS STUCO	\$897
9	HS STUCO	\$897

10	HS NHS	\$775
10	HS NHS	\$775
10	HS Weightlifting - Fall	\$775
10	HS Weightlifting - Spring	\$775
10	HS Weightlifting - Winter	\$775
10	MG Vocal Music	\$775
10	MP Vocal Music	\$775
10	MS Scholar's Bowl	\$775
10	MS STUCO	\$775
10	MS Vocal Music	\$775
11	HS After Prom	\$450
11	HS Cat Tracks	\$450
11	HS Drum Line	\$450
11	HS Electro Rally	\$450
11	HS Electro Rally	\$450
11	HS Flag Corps	\$450
11	HS Fr. Class	\$450
11	HS KCAT	\$450
11	HS Pep Club/Rowdie Crowd	\$225
11	HS Pep Club/Rowdie Crowd	\$225
11	HS Robotics	\$450
11	HS Soph Class	\$450
11	MS RADD	\$450
11	MS Sevenettes	\$450
11	MS Yearbook	\$450
		\$255,725

Art/Technology Show – Stipend \$500

Any supplemental not having a sponsorship for a school year may drop from the supplemental list after confirmation by the building principal and the certified staff members association. The activities sponsor may be retained at the prior year's supplemental salary, based upon the recommendation of the Administration and approval by the Board of Education, on the basis of unsatisfactory sponsorship performance. This shall be considered a period of probation to allow the sponsor to raise the sponsorship performance to a satisfactory level. If the sponsorship performance is still not satisfactory at the end of the period of probation, the sponsor shall not be recommended for re-employment in that sponsorship capacity for the following year.

A coach may be retained at the prior year's supplemental salary, based upon the recommendation of the Administration and approval by the Board of Education, on the basis of unsatisfactory coaching performance. This shall be considered a period of probation to allow the coach to raise the coaching performance to a satisfactory level. If the coaching performance is still not satisfactory at the end of the period of probation, the coach shall not be recommended for re-employment in that coaching capacity for the following year. Persons on this schedule are given 10% of total days as assigned by KSHSAA seasons or the number of days agreed to for non-KSHSAA days as sick leave. Days beyond the 10% will be deducted on a per diem basis and from the next feasible pay period.
(rev. 11/01)

SIGNATURE PAGE

MULVANE EDUCATION ASSOCIATION

UNIFIED SCHOOL DISTRICT #263

Rachel Jansen/President

Timothy Snider /BOE President

Rick Langerot/MEA Team Member

Phil Keys/MEA Team Member

Suzie Burkhardt/MEA Team Member

Toni Cusick/MEA Team Member

Jesse Myers/MEA Team Member

Amy Endres/ MEA Team Member

Date: _____

Date: _____

**UNIFIED SCHOOL DISTRICT NO. 263
SEDGWICK COUNTY, MULVANE, KANSAS**

**CERTIFIED STAFF MEMBER CONTRACT
2011-2012**

It is hereby agreed, by and between the board of education of Mulvane, Kansas, Unified School District No. 263 in Sedgwick County, State of Kansas, hereinafter called the "board" and **First Name Last Name**, hereinafter called "certified staff member", that the certified staff member is hereby employed by the school district to be under contract, not more than 185 days (7.16 hours per day) beginning **August 10, 2011** and to perform the following services in conformity with Kansas law and the policies of the board:

- To teach all days when school is regularly scheduled;
- To make and file all reports required by the board or superintendent;
- To attend professional meetings authorized by the board or superintendent;
- To cooperate with the administrators and other certified staff members in planning and coordinating the teaching program;

FTE	Position	Building	\$Base Amount
Extra Days, if any			\$Days Amount
Additional Duties, if any			\$Add'l Amount

Please note: Extended Contract Days must be taken before/after the first/last day of the regular contract.

For these services, the board agrees to pay the certified staff member an annual salary of **\$Contract Amount, Column, Step**, to be paid in 12 monthly installments on or before the 24th day of each calendar month.

The board reserves the right to assign said certified staff member to such buildings and work in the best interests of the schools.

This contract shall be void if the certified staff member fails to have on file with the board continuously during employment a valid Kansas Teaching Certificate for the level at which they are employed, and for the subjects which they are employed to teach.

The board shall allow 10 days (71.6 hours) of annual leave accumulative to 80 days (572.8 hours) under the provisions of the negotiated agreement.

Certified staff member agrees that if this contract is terminated prior to its completion at certified staff member's request, the certified staff member shall pay the board the sum of \$400.00 as liquidated damages. Certified staff member further agrees that the board may withhold said \$400.00 from any money due to the certified staff member under the terms of this contract. Such requests shall be honored only when the educational program of the school will not be impaired, and only when a suitable replacement can be obtained. (Ref. BOE Policy 07-006)

This contract is subject to termination by the employing board of education, without further proceedings, if the results of a criminal history records check reveal this employee has been convicted of any felony offense, or of any attempt to commit any felony offense.

In compliance with a resolution passed by the board at a legal meeting held on August 8, 2001, we hereunto subscribe our names.

Board President

Certified staff member

Date

Attested: Clerk

**UNIFIED SCHOOL DISTRICT NO. 263
SEDGWICK COUNTY, MULVANE, KANSAS**

**SCHOOL NURSE CONTRACT
2011-2012**

It is hereby agreed, by and between the board of education of Mulvane, Kansas, Unified School District No. 263 in Sedgwick County, State of Kansas, hereinafter called the "board" and **First Name Last Name**, hereinafter called "employee", that the employee is hereby employed by the school district to be under contract, not more than 185 days (7.16 hours per day) beginning on **August 10, 2011** and to perform the following services in conformity with Kansas law and the policies of the board:

- To hold a Registered Nurse License;
- To meet the requirements for obtaining a Kansas School Nurse Certificate;
- To be directly responsible to the administration;
- To make and file all reports required by the board or superintendent;
- To attend professional meetings authorized by the board or superintendent;
- To cooperate with the administrators and certified staff members in planning and coordinating the health education program;
- To be responsible for developing, maintaining, and updating a history of accidents, contagious diseases, and immunization records for all attendance centers;
- To develop and oversee appropriate health education activities as required by local, county, or state directives;

1.0 FTE	School Nurse	Building	\$Base Amount
3Additional Days			\$ Additional Days Amt

Please note: Extended contract days must be worked before/after the first/last day of the regular contract.

For these services, the board agrees to pay the employee an annual salary of **\$Contract Amount, Column Step**, to be paid in 12 monthly installments on or before the 24th day of each calendar month.

The board reserves the right to assign said employee to such buildings and work at the best interests of the schools.

The board shall allow 10 days (71.6 hours) of annual leave accumulative to 80 days (572.8 hours) under the provisions of the negotiated agreement.

This contract may be terminated by either party on two weeks notice.

This contract is subject to termination by the employing board of education, without further proceedings, if the results of a criminal history records check reveal this employee has been convicted of any felony offense, or of any attempt to commit any felony offense.

In compliance with a resolution passed by the board at a legal meeting held on August 8, 2001 we hereunto subscribe our names.

Board President

Certified Staff Member

Date

Attested: Clerk

**UNIFIED SCHOOL DISTRICT NO. 263
MULVANE, KANSAS**

**SUPPLEMENTAL CONTRACT
2011-2012**

It is hereby agreed, by and between the Board of Education of Mulvane, Kansas, Unified School District No. 263 in Sedgwick County, State of Kansas, hereinafter called the "board" and **First Name Last Name**, hereinafter called "employee": That the employee is hereby employed by the school district for the 2011-2012 school year to perform the following supplemental duties in conformity with the policies of the board under the direction of the Superintendent of Schools:

Supplemental Position

\$Amount

For these services, the board agrees to pay the employee a salary of **Supplemental Contract Amount** to be paid in 12 monthly installments on or before the 24th day of each calendar month.

Board President

Employee

Date

Attested: Board Clerk

U.S.D. 263 Mulvane
Addendum to Negotiated Agreement

Whereas, the Board of Education of U.S.D. 263 Mulvane (Board) and the Mulvane Education Association (MEA) have agreed on items to be included in the Negotiated Agreement between the Board and MEA for the 2011-2012 school year and

Whereas, certain elements of the agreement are only for the 2011-2012 school year.

IT IS THEREFORE agreed by and between the parties, that this Addendum to the Negotiated Agreement shall be effective only for the 2011-2012 school year, and shall be of no further effect following said school year, and that the specific agreement is as follows:

The length of the contract year for 2011 - 2012 shall be 185 days.

ALL OTHER PROVISIONS RELATING TO TERMS AND CONDITIONS OF EMPLOYMENT BY MEMBERS OF MEA HAVE BEEN REFLECTED IN THE NEGOTIATED AGREEMENT WHICH HAS BEEN RATIFIED BY THE PARTIES HERETO.

BOARD OF EDUCATION
U.S.D. 263 MULVANE

MULVANE EDUCATION ASSOCIATION

DATE: _____

DATE: _____