

# 2022-2023 PERSONNEL AGREEMENT


ABILENE NATIONAL EDUCATION ASSOCIATION  
and  
ABILENE UNIFIED SCHOOL DISTRICT No. 435  
BOARD OF EDUCATION

**Adopted July 11, 2022**

RATIFICATION OF ATTACHED NEGOTIATION AGREEMENT  
FOR SCHOOL YEAR 2022-2023

Board of Education, Abilene USD 435

Approved: July 11, 2022  
Date

  
\_\_\_\_\_  
President, Board of Education

Attest:   
\_\_\_\_\_  
Clerk, Board of Education

For Abilene National Education Association

Approved: 7-11-22  
Date

  
\_\_\_\_\_  
Co-Chair, Professional Negotiations

  
\_\_\_\_\_  
Co-Chair, Professional Negotiations

## Table of Contents

Agreement Duration	11
Association Dues	10
Budgets	4
Calendar	4
Collaboration/Planning Time	12
Contract Days	9
Emergency Declaration for Health-Related Issues	6
Extra duty	4-5
Funeral (Bereavement) Leave	6
Grievance Procedure	10
Health Insurance Refund	13
Leave of Absence	9
Leave Provisions (sick/personal)	5-8
Lunch Supervision	12
Maternity Leave	7
Payroll Reduction	7
Professional Learning Consideration	7
Reduction in Staff	10-11
Reimbursement of Sick Leave	5
Resignation and Incentives	12
Retirement Plan	14-16
Retiring with Health Insurance	11
Salary Schedule	11-12
Salary Schedule Chart and Table	17-19
Sick Leave Pool	8
Supplemental schedule	20-21
Teacher Due Process	13
Teacher Evaluation	5
Teacher Personnel Files	13
Teacher Substituting	9

ITEMS ADOPTED THROUGH PROFESSIONAL NEGOTIATIONS DURING THE 2021-2022 SCHOOL YEAR BY THE BOARD OF EDUCATION AND THE ABILENE NATIONAL EDUCATION ASSOCIATION AND RATIFIED CHANGES APPROVED FOR THE 2022-2023 SCHOOL TERM

1. Professional negotiations between the Abilene USD 435 Board of Education and the Abilene National Education Association are established for the purpose of maintaining positive standards and working conditions for the professional services provided for the District. All previous benefits and agreements, except as changed by specific items in the current negotiated package, shall continue in force.

**Calendar**

2. The Abilene District Employee Council, [consisting of members of ANEA, classified employees, administrators, directors, and board members] will provide input in determining the school calendar prior to adoption of the calendar. A draft for the calendar will be presented to the Board of Education each January.

**Budgets**

3. Elementary budgets for building instructional supplies shall be recommended by the administration and approved by the Board. Sufficient budget shall be allocated for purposes of allowing each regular K-8 elementary classroom teacher, who does not have a specific budget line item, \$100 for special classroom supplies. Classroom supplies, which are personally purchased by any staff member, K-12, will be reimbursed by the District Office in an amount not to exceed \$100 annually. (This \$100 reimbursement is not in addition to the classroom or department budget allocation.)

**Extra Duty**

4.a. Before accepting supplemental employment, any teacher under contract with USD 435 should counsel with his or her principal and/or superintendent concerning the probable effect of such employment on the teacher's efficiency, attitude, health, and general well-being. The decision then made cooperatively by the teacher and the administrator or administrators, will be the result of careful evaluation of the worth and effect of contemplated employment. This applies to the nine-month school term only.

4.b. When the teacher sacrifices all or part of their preparation time to teach a class, the compensation for covering the additional class will be prorated to aligned with the teacher's daily teaching salary. Examples are provided below:

**Possible High School Block Application:**

- \$40,000 annual salary
- Each block of instruction = **84 minutes** à 84 min. / 390 daily instructional minutes = 21.54% =
- \$40,000 x 21.54% = \$8,616 to teach 84 minutes daily.
- AHS Block schedule means the class is *taught every other day*, so \$8,616 / 2 = **\$4,308 per year.**

**Possible Middle School Application:**

- \$40,000 annual salary
- Each class period instruction = **47 minutes** à 47 min. / 390 daily instructional minutes = 12.05%
- \$40,000 x 12.05% = \$4,820.51

**Possible Elementary School Application:**

- \$40,000 annual salary
- Each class period instruction = **30 minutes** à 30 min. / 390 daily instructional minutes = 7.69%

$\$40,000 \times 7.69\% = \$3,076.92$

5. Teachers who perform extra duty in supervision, selling and taking tickets, and other duties as assigned by the building administrator at football, volleyball, basketball, track, wrestling, DARE graduation, and music programs and other activities held outside the regular school hours will be compensated at the district's extra duty compensation hourly rate. (see below).

For events which begin during the school day and are completed within one hour following the regular dismissal of students from school, there will be no additional pay.

Persons will not be assigned an ongoing extra duty by administration unless that employee has signed an extra duty work agreement for assigned duty.

Extra duty compensation will be **\$15** per hour.

**Supplemental Duties**

5b. All supplemental duty assignments listed on teacher contracts, which are paid additional compensation, shall be paid from a Supplemental Pay Schedule maintained by the Board of Education. A committee of teachers, appointed by ANEA, shall meet with the Administrative Negotiation Team (shall include a Board member) in an effort to formulate recommendations to be taken to the Board. The supplemental Pay Schedule and amendments thereto shall require approval of the Board and shall be subject to approval through the negotiation process.

**Reimbursement of Sick Leave**

6. Upon retirement under KPERs or disability, a teacher will be reimbursed for sick leave accumulated while employed with USD 435, unless the teacher is reassigned to a position, in which case the teacher will sign a statement deferring payment until final termination of employment. Teachers will be paid for the days accumulated plus unused days from their annual allocation from their last year of teaching.

If a certified staff member has been with USD 435 for over 15 years and should die while still employed, his/her estate would be paid for the unused sick leave at the same rate as the retired teacher (See 8a.iv).

### **Teacher Evaluation**

7. Revision and updating of the Teacher Evaluation Policy for USD 435 shall be a joint responsibility of teachers, administration and Board of Education and shall be in compliance with K.S.A. 72, Article 90 and be ratified through the negotiation process.

### **Leave Provisions**

8. a. **Sick Leave / Personal Leave:** All certified teachers shall be credited at the beginning of the school year with 8 days of sick leave and 5 days of personal leave.

- i. Unused personal leave remaining at the end of the year will be rolled into sick leave.
- ii. The combination of unused sick leave and unused personal leave shall be accumulated to not more than 70 days.
- iii. If a teacher begins the school year with the 70-day maximum accumulation of sick days, the teacher will be allowed the current year's allotment of 8 sick leave days and 5 personal leave days prior to using any of the previously accumulated 70-days.
- iv. Payment will be made for unused sick leave for those days lost beyond the 70-day maximum use, regardless of length of service. The reimbursement will be \$15 per day. Payment for leave under this section will be made in June.
- v. Personal leave should be requested one week in advance.
- vi. Personal leave should not be scheduled during the first or last week of school, on Parent/Teacher Conference days or to extend a holiday.
- vii. Only one personal leave day can be taken during the month of May.
- viii. Any exception to conditions v through vii must be approved by the building administrator and superintendent.
- ix. Leave involving emergency situations requiring immediate leave may be granted by the principal and charged against personal leave.

### **8.b. Emergency Declaration for Health-Related Issues:**

In the event the county health department announces the need to consider formal actions by Abilene, USD #435 to mitigate the spread of disease, the negotiation team from the Board of Education will schedule a meeting with the leadership of ANEA to review implications through the lens of the negotiated agreement.

### **9. Funeral Leave (Bereavement Leave):**

- A. Bereavement leave shall be provided at the rate of five (5) five days per year and deducted from sick leave. The family is understood to include: husband, wife, father, mother, sons, daughters, brothers, sisters, in-laws, grandparents, grandchildren, aunts, uncles and for any individual for whom the teacher is legally responsible (with building administrator approval).
- B. Bereavement leave can be used to attend funerals of other people with special approval by the Superintendent.
- C. Employees will notify their building principal as soon as possible about the need to use bereavement leave.
- D. Where there have been multiple deaths in a teacher's family during the teacher's contract year, the Superintendent, upon request of the teacher, may grant additional days of bereavement leave which will be deducted from sick leave.

**10. Maternity Leave:** Immediately following the birth of their child, an employee may take 6 consecutive calendar weeks (e.g., Sunday - Saturday) of maternity leave. If any part of the 6 consecutive weeks falls during the school year, the employee will use their available sick leave, leaving three for anticipated follow-up doctor visits. The Board of Education will provide additional sick leave days to make the maternity leave possible. Teachers who have taken maternity leave and used all available leave may reimburse the district for the cost of the substitute teacher for subsequent days taken off for doctor visits and/or sickness related to the pregnancy, delivery or baby sickness during the school year in which maternity leave is taken.

### **11. Professional Learning Considerations**

11.a. Each certified teacher shall be allowed, and encouraged to use, one day of professional leave (days other than those scheduled by the School District Administration). In addition, professional leave days shall be allotted to each building (the number of days equal to the number of certified non-administrative staff assigned to that building) for professional staff leave.

A pool of ten (10) days established for teachers' use to attend professional meetings, including KNEA meetings. The days may be used only by teachers that are officers in a professional organization. No individual teacher may receive more than two (2) professional days in one school year. The payroll clerk will maintain a record of days used. Teachers excused to attend KNEA (and other organizational meetings organized by KNEA) held on a school day(s), will have the substitute teacher's pay deducted from salary unless it is paid by the Abilene National Education Association.

Leave and District funds shall be made available according to the following guidelines:

- a. The teacher shall have their professional leave days approved by his/her building principal not less than one week in advance of the absence.
- b. Days may be used to attend workshops and/or conferences, peer observation (Limited to one day per staff member, which must have administrative approval), or visit other instructional programs which enhance skills related to the job assignment.
- c. Registration and meeting expenses shall be paid by the District out of budgets allowed for each building. Each building will be given budget (\$180 per non-administrative certified staff member) to fund expenses for all building staff in-service. Building budgets shall also include an additional \$500 per building to pay expenses toward National trips (some guidelines for National trips need to be discussed). Substitutes for approved in-service will be paid at District expense.
- d. Staff members are encouraged to write an IDP for all professional leave paid for and reimbursed by the District.
- e. Requests which exceed the number of days or dollars requested shall be made to the Superintendent who will make allocations in accordance with District maximums for days and dollars predetermined.
- f. A form providing data on all approved Professional Leave shall be completed and forwarded to the Education Center. Information should include name, conference, date, number of days attended, costs, etc.

- g. Salary schedule advancement will be permitted for professional development activities approved for re-licensure.
- h. IDP points will be given for presenting at workshops.
- i. All after school meetings should begin and end in a timely fashion and an agenda with appropriate enclosures must be distributed one day in advance of all meetings.

11.b. **Possible Assistance for Additional Credentials:** The administrative team may arrange financial assistance to help fill current or future staff positions. *Possible recipients for this assistance must complete an application to a publicly available job posting for the position in question.* Financial assistance may include up to 50% tuition costs (*not covered by scholarships or grants*) for possible college courses not previously taken and failed, and expenses including, but perhaps not limited to, transportation, books and/or supplies needed for these courses and meal reimbursements.

Persons qualifying for district assistance will be expected to remain with Abilene, USD #435 for at least one school year for every semester the staff member received assistance. If the staff member chooses to leave before the expected duration of employment has been served, the staff member will be required to repay Abilene USD #435 in full. Should the staff member be encouraged to seek work elsewhere by the administration and/or school board, no repayment will be required.

Specific details for financial assistance with professional growth will be written in a Memorandum of Understanding, signed by the staff member, the building-level administrator, and the superintendent. Copies of the MOU will be provided to each signer and one copy will be placed in the staff member's personnel file for future reference.

**12. Sick Leave Pool:** As an additional benefit, the Board of Education will provide a sick leave bank. The purpose of the sick leave bank shall be to provide coverage for the career teacher who might have a lengthy illness, which would not be covered by the 70 days sick leave accumulated.

The sick leave bank will have a maximum of 200 days available at the beginning of each school year for use under the following conditions:

- a. The control of such bank shall be with the Board of Education.
- b. The teacher will be eligible to use from the bank the number of days which they have accumulated for themselves at the close of the previous year, i.e., if a teacher ends the school year with 45 days, they will have 45 days available to them from the sick leave bank the following year.
- c. At the start of each school year, a lottery will be conducted for teachers to voluntarily offer one of their sick leave days to build up to a starting point of 200 total days (lottery will begin at the start of 2022-2023).
- d. The teacher must have used all their accumulated sick leave prior to requesting days from the sick leave bank.
- e. In case of an unusual situation or extended health consideration, teachers may request, in writing, to the superintendent to use days from the USD #435 sick leave bank. The Board of Education will review the request for possible approval.



**13A. Personal Leave:** See 8. Sick Leave / Personal Leave

**13B. Payroll Reduction:** Days missed by certified staff members that exceed or are not covered by any of the aforementioned leave provisions will normally result in a reduction in pay of 1/186<sup>th</sup> of the certified staff's base contract. Any exception must be approved by the Superintendent of Schools.

**14. Leave of Absence:** Teachers may request a year's leave of absence for further study or for personal reasons. A teacher must request the leave of absence in writing no later than January 10th. For emergency situations or if special circumstances arise after the notice deadline, a teacher may contact the superintendent of schools for consideration of an exception. The administration will diligently seek a suitable replacement for a one-year period. If a suitable replacement can be employed by May 10, the request will be granted. Suitable is defined as meaning suitable to the Administration and the Board of Education and a replacement who can continue the present program at the same level of competence.

Teachers using such leave will be assured of a position the year following and will reenter the salary schedule at the same step at which they would have been eligible if they would have remained on the staff. No salary will be available during the year's leave of absence. Health insurance is available but will not be paid by the district. The teacher who is on leave must notify the superintendent of schools by January 1, in writing of their intention to return following their leave of absence.

**Contract Days**

15. A 186-day contract will be adopted. This shall include a sufficient number of teacher-pupil contact hours to meet state requirements, plus additional days for orientation, parent-teacher conference, in-service, workdays, etc. The Board of Education agrees to schedule 186 days for the **2022-2023** school year. Teachers new to the district are expected to report 4 days prior to when the returning teachers are expected to report. The 4 days will be used for orientation purposes.

School administrators may schedule faculty meetings before and after school in advance, outside the regular workday time.

*Workday times for certified staff:*

*K-5 schools: 7:40 a.m. – 3:40 p.m.*

*6-12 schools: 7:30 a.m. – 3:30 p.m.*

**Teachers Substituting**

16. Because all subjects taught by regular or special teachers are significant portions of our total curriculum, qualified substitutes will be hired to teach classes of any teachers who are absent full days or parts of days. When regular teachers are asked to fill in during their planning period part or all of the period, they will be reimbursed at the current prorated substitute teacher rate. When an absent teacher's students must be split among other classes, the covering teachers will split the prorated substitute teachers' salary. Payment will be made monthly. *(Timecards may need to be submitted.)*

### **Association Dues**

17. The Board of Education will allow dues to be paid by an installment plan with payment to be deducted in ten equal installments. The Board office must be notified no later than September 10 that the employee wishes to join the professional organizations.

### **Grievance Procedure**

18. **Grievance Definition:** Grievance shall be a complaint by a teacher or group of teachers or the Association based on alleged violation, misinterpretation or misapplication of an agreement, policy, regulation or practice affecting condition of employment.

Procedures:

**Level One:** Any employee who has a complaint or grievance concerning conditions of employment shall see his immediate supervisor (building principal). Every attempt shall be made to settle the grievance informally at level one.

**Level Two:** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the grievance, he should proceed to the superintendent of schools. At this point, the employee filing the grievance has the right to representation. A representative will be appointed by the association. The Superintendent shall submit his decision within five (5) school days.

**Level Three:** If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may request a hearing with the Board of Education within ten (10) days. The Board or its designee will meet the aggrieved person and his representative from the Association in an effort to resolve the grievance. The Board shall submit its decision to the aggrieved person within five (5) school days.

### **Reduction in Staff**

19. When it becomes necessary to reduce the number of certified staff members in the district, the following philosophy will govern their releases:

Because the school exists for the child and the main obligation of the Board of Education is to provide the best education possible, the Board will, through procedures carried out by the administration, determine which teachers can best serve the needs of the students. The Board has the exclusive authority to eliminate certified staff positions consistent with the provisions of the state statutes. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, closing the attendance centers and/or severe financial conditions.

In the event a reduction in staff is determined to be necessary by the Board of Education, the following criteria shall be used in determining any non-renewal of contracts:

- a. Academic training in the field and multiple certifications
- b. Length of continuous employment in the field
- c. Evaluation reports
- d. Experience in the specific assignment.
- e. Involvement in leadership roles and interdisciplinary activities (within the school district and community.) This would include: Steering Process Positions, Curriculum/Assessment Committees, Site Council or School/Community Activities, Service to the Profession, supplemental duties, and any other not listed.

All possible reduction shall first be made through normal attrition.

If further reduction is needed, staff members whose positions are being eliminated should be given reassignment within the system whenever possible. Should there be any open position for which the staff member who is being released is qualified by training and experience, he/she should be notified of the opening and given treatment consistent with the policy of providing the best education possible.

Any further reduction shall be based on a combination of the above criteria, the recommendations of the administration and the educational needs of the district as determined by the Board of Education.

#### **Agreement duration**

20. This agreement shall remain in effect for a one-year period beginning **July 1, 2022**, through **June 30, 2023**.

#### **Retiring with health insurance**

21. Staff members retiring before the age of 65 may remain a member of the USD #435 group health insurance plan **if the retiring staff member has been with Abilene Public Schools for 10 consecutive years immediately preceding his/her retirement**. The following is a list of conditions to remain a member of the district's group health insurance:

- The retiring staff member will be personally responsible for the entire premium for the level of coverage the staff member desires to maintain.
- All early retirement benefits, including the option for health insurance, shall terminate the month the employee reaches the age of 65.
- An employee who continues to remain employed in a benefits eligible position will **NOT BE DENIED** access to the district's health insurance group policy.

#### **Salary schedule**

- 22.
- a. The salary schedule shall be operative for the 2022-2023 school year.
  - b. Base salary for the school year shall be \$40,200.
  - c. Teachers who choose to participate in the district health plan (take the health coverage or lose the benefit) shall be given either the annual cost of **\$6217.44 (\$518.12 per month)** toward a policy or if participant chooses an option for the district health coverage that costs less than this annual amount, will receive the lesser of the two annualized amounts. Those qualifying for the salary supplement and participating in the district health plan will have that salary supplement amount deducted from the board established annual cost for the district health plan.
  - d. Beginning in 2002-03, teachers new to the district will have their salary supplement amount and the health amount combined into a health defined (take it or leave it) fringe **\$6217.44**. Teachers employed before 2002-2003 will have a salary supplement of \$1930 added to each salary after determining the step on the salary schedule.

- e. First year teachers will have the option to have salary paid in 12 or 13 installments. The 13-installment plan will begin in August; the 12-installment plan will begin in September.
- f. A Plan 125 shall be provided for each teacher. An amount shall be deducted from the salary and each individual teacher shall determine the payments to be made from the Plan 125. The plan may pay for health insurance, life insurance, cancer insurance, dental insurance, vision insurance, disability, childcare or medical reimbursement.
- g. Representatives designated by the district will assist in administering the Plan 125.

**Collaboration / Planning Time**

23A. Collaboration time will be defined as time for grade level/subject area teachers to plan units, develop timelines, create materials, share ideas, and strategies to meet district goals and outcomes in curricular areas. Building administrators may suggest items for inclusion in the collaboration discussion. The final agenda for collaboration time will be developed by grade level staff and shared with the building administrator by the grade level building leaders. Should a special circumstance arise that would require a change in the collaboration time, building administrators and grade level leaders shall work together to address said circumstances as well as provide time for collaboration.”

23B. **Planning time** is instrumental to a quality education. Teachers should not be required to cover a class during their planning time more than once a week. Compensation will be prorated at the substitute teacher pay.

**Lunch Supervision:** If a teacher offers to work their lunch period (25 minutes) they will be paid at the non-teaching hourly **non-teaching extra-duty hourly rate (\$15 per hour)**. This clarifies the rate vs prorated teacher’s salary.

**Resignations and Incentives**

24. a. All resignations on or after the 14<sup>th</sup> calendar day following the third Friday in May must be board approved.

b. (Incentives) For early resignation notices occurring by the stated dates, the following would be paid:

<b>In time for the October BOE meeting</b>	<b>\$2,000</b>
<b>In time for the November BOE meeting</b>	<b>\$1,500</b>
<b>In time for the December BOE meeting</b>	<b>\$1,000</b>
<b>In time for the January BOE meeting</b>	<b>\$ 500</b>

**Signing Bonus:**

The administration may offer \$2,500 as a signing bonus to teacher candidates who are new to the district with the understanding the teacher candidate is expected to remain with the district for at least two years. Any recipient of a signing bonus who chooses to leave on his/her own volition will repay the district the signing bonus in full.

### **Teacher Due Process**

25. An addendum to this agreement containing Kansas statutes regarding teacher due process is available in the Education Center, each school's office and each school's faculty workroom.

### **Teacher Personnel Files:**

- a. All material compiled in a teacher's official personnel file during the period of employment, including evaluation documents, shall be available for inspection by the teacher at mutually agreeable times within a 48-hour period, and in the presence of a person authorized to show the file. Excluded from the teacher's inspection shall be confidential material received by the district prior to employment and any references gathered as a result of the teacher applying for another position within the district. The teacher may obtain, upon written request, a copy of material in his/her file not excluded from his/her inspection. At the teacher's option, a person of the teacher's choosing may accompany the teacher for inspection.
- b. The teacher shall have the right to respond to any material subject to inspection in his/her personnel file. Such response shall be affixed to the material and placed in the teacher's personnel file.
- c. A teacher shall be notified before any evaluative material is placed in the teacher's personnel file. The teacher shall affix his/her signature and the date to the entry to indicate awareness of the entry and shall have the right, within ten workdays, to respond in writing and to have the response affixed to the entry.

### **Health Insurance Refund**

In the event the district health insurance carrier returns a premium refund the procedure below will be followed:

- a. The employer would retain the needed dollars to pay the required Medicare, unemployment, social security taxes, federal and state income tax withholding.
- b. A refund will be made when the number of contributions for the time period of the refund is divided into the refund amount and equals a number ten or greater.
- c. ANEA leadership will be notified of the pending refund of premium.
- d. The amount refunded to each participating individual will be prorated by the amount paid into the refunded premium for the year for which the refund applies.
- e. The refund amount for each individual will be paid through payroll less any deductions listed in a. above.

When Abilene, USD #435 is sponsoring a partially or fully self-funded health insurance program, a group policy surplus for any given year will be reviewed by a team of ANEA members, other staff members and board members. With the help of the district's health insurance representative, this team will draft a formal recommendation for the handling of the surplus with the understanding the primary purpose of surplus policy dollars is to create a district health insurance premium stability pool.

## **GUIDELINES FOR IMPLEMENTATION USD 435 VOLUNTARY RETIREMENT**

If an employee of USD 435 finds it necessary or desirable to retire from employment after age 60 and less than 65 years of age, the following terms and conditions for such early retirement shall be as follows:

### **Eligibility – The employee**

1. Must be a full-time employee of the District upon retirement.
2. Must reach 60 years of age prior to September 1 of any given year and be less than 65 years old (see item 3 below).
3. Must have 20 years of service credit in elementary or secondary education, the last 10 of which shall be continuous with USD 435. Members qualifying for the KPERS 85 and Out Plan will be automatically eligible for District retirement benefits if they have served a minimum of 20 years with the District (otherwise, a special ruling must come from the Board of Education).
4. Must submit the application for approval to the Superintendent of Schools with sufficient information necessary to prove eligibility for early retirement. The application shall be provided by the Education Center and it shall be submitted to the Superintendent of Schools by February 1 preceding the anticipated retirement date.
5. Upon receipt of the application for early retirement, assuming that all requirements are met and the application is in order, the Superintendent shall notify the applicant in writing, by April 15 of the same year, indicating the approval/disapproval of early retirement and state the amount of annual early retirement benefits to be paid.
6. The Board of Education will review on an individual basis, early retirement requests from employees ages 55 to 60, who are not eligible for KPERS disability, who for personal or physical reasons, wish to retire. Such benefits will not include more than 5 years of benefits derived by multiplying the descending percentage index times the last annual salary times the years of experience, as defined in the regular plan.

### **Early Retirement Benefits:**

1. The early retirement monthly benefit shall be the product of:
  - a. the years of service credited by a public elementary or secondary institution,  
*Multiplied by –*
    - The individual's largest base salary, plus fringe, plus supplemental pay – not to exceed 15% of the salary schedule base pay, received by an employee of the District during any one of the five most recent years (July 1 through June 30).*Multiplied by –*
    - a percentage factor related to the person's current age (below)*Multiplied by – one-twelfth*
  - b. The maximum monthly retirement benefit shall be equal to 5% of the salary schedule base (\$28,445 for 2008-09), not to include fringes or salary supplements.
2. The percentage factor paid each month will be determined by the employee's age and will be calculated as follows:

Abilene USD #435 will reverse the order of the above benefits for any **Tier One Teacher** who reaches the age of 60 and continues to teach for the district. (See below.)

Retiring at 60	Retiring after 60 but before 65
a. Age 59 - use the multiple of .00	a. Age 59 - use the multiple of .00
b. Age 60 - use the multiple of .008	b. Age 60 - use the multiple of .004 ( x 12 = .048 )
c. Age 61 - use the multiple of .007	c. Age 61 - use the multiple of .005 ( x 12 = .060 )
d. Age 62 - use the multiple of .006	d. Age 62 - use the multiple of .006 ( x 12 = .072 )
e. Age 63 - use the multiple of .005	e. Age 63 - use the multiple of .007 ( x 12 = .084 )
f. Age 64 - use the multiple of .004	f. Age 64 - use the multiple of .008 ( x 12 = .096 )
g. Age 65 - use the multiple of .00	g. Age 65 - use the multiple of .00

Example: the monthly income at age 60 with 36 years under KPERS and a final annual salary of \$34,000 would be equal to:  $36 \times \$34,000 \times .004 = \$4,896$  annually.

**Terms and Conditions:**

1. The District early retirement benefit shall be paid annually by the first pay period of the fiscal year. Payment will be made into the district established post retirement 403(b) plan as outlined above not to exceed five (5) years.
2. A certified employee taking early retirement shall have the option to maintain health insurance coverage at the employee's expense through the district sponsored health insurance program provided payment is made one (1) month in advance.
3. All early retirement benefits shall terminate the month the employee reaches the age of 65 with one exception, health benefit for younger spouse and dependent children. Access to the group health insurance will be available to the family of the retiree until the spouse and retiree are both 65. The retiree or spouse will be responsible for the monthly premium for insurance.
4. The employee will be responsible for any expenses related to their post-retirement 403(b) account.
5. If any provision of this early retirement plan is determined to be in violation of State or Federal law or regulation, this policy shall terminate and shall be of no further force or effect.

**Transition from Early Retirement Benefit to 403B Supplemental Retirement Plan**

Due to the teacher shortage in recent years, Abilene Schools, USD #435 is transitioning away from an early retirement benefit to a supplemental retirement 403B plan for all teachers, giving teachers more control over financial considerations related to retirement. The 2020-2021 teaching staff is divided into three tiers.

**TIER ONE** consists of teachers who have met all three of the following employment conditions:

- 1) Have 10 consecutive years of teaching with USD #435 on or before June 30, 2020.
- 2) Will reach their "85 and Out" point of early retirement on or before June 30, 2031.
- 3) Will have at least 20 years of teaching experience in Kansas on or before they reach their "85 and Out" point of early retirement.

**TIER TWO** consists of teachers who have met the following employment conditions:

- 1) Have 10 consecutive years of teaching with USD #435 on or before June 30, 2020
- 2) Will NOT reach their “85 and Out” point of early retirement on or before June 30, 2031.

**TIER THREE** consists of teachers who have not taught in USD #435 for 10 consecutive years as of June 30, 2020.

**Supplemental Retirement 403B Plan:**

- Vesting Schedule: The following points describe the vesting schedule for the Abilene Schools USD #435 403B Supplemental Retirement Plan:
  - First Five Years in the plan: No Vesting.
  - After Year Six in the plan: 20% vested.
  - After Year Seven in the plan: 40% vested.
  - After Year Eight in the plan: 60% vested.
  - After Year Nine in the plan: 80% vested.
  - After Year Ten in the plan: 100% vested.
- All teachers hired on or before June 30, 2020 will be given credit for the years already worked as an Abilene USD # 435 teacher.

**Matching Funds Stipulations:**

- **TIER ONE teachers** may establish a supplemental 403B retirement account with Abilene USD #435 with the district matching individual employee contributions of up to \$50 monthly at a **5 to 1 rate** (USD #435 contribution = \$250; Employee contribution = \$50) for ten years. The 5 to 1 rate ends on July 1, 2031. **After July 1, 2031, the district will match all teacher contributions of up to \$50 at a 1 to 1 rate.**
  - **District contributions** toward a Tier One teacher’s 403B will be subtracted from the teacher’s early retirement benefit as outlined in the personnel agreement.
  - The district contributions subtracted from the teacher’s early retirement benefit do NOT include investment growth or lack thereof, only the principal contribution.
  - **TIER ONE teachers** who do not chose to establish a 403B plan with the Abilene Schools will NOT forfeit their opportunity to take advantage of the districts early retirement benefit as outlined in the personnel agreement.
- **TIER TWO teachers** may establish a supplemental 403B retirement account with Abilene USD #435 with the district matching individual employee contributions of up to \$50 monthly at a **3 to 1 rate** (USD #435 contribution = \$150; Employee contribution = \$50) for ten years. The 3 to 1 rate ends on July 1, 2031. **After July 1, 2031, the district will match all teacher contributions of up to \$50 at a 1 to 1 rate.**
  - **TIER TWO teachers will not receive the early retirement benefit as outlined in the personnel agreement.**
- **TIER THREE teachers** may establish a supplemental 403B retirement account with Abilene USD #435 with the district matching individual employee contributions of up to \$50 monthly at a **1 to 1 rate** (USD #435 contribution = \$50; Employee contribution = \$50).



## Salary Schedule

1. This salary schedule is based upon steps rather than years of service. The "1" step indicates placement of a beginning teacher without experience. Advancement, after placement, will normally be at the rate of one step each year.
2. Teachers may receive a revised contract before school opens in the fall if they qualify for a higher classification. At that time, they will retain the advance in step and move from there to the next higher classification. A transcript of semester hours, supporting a change of classification, must be in the Superintendent's Office by September 15 of the contractual year in which the change is to take place.
3. Basis for a teacher's classification:
  - Class I Bachelor's Degree**
  - Class II Bachelor's Degree plus 15** semester hours of work in the teaching field, education and or/guidance, or equivalent in-service hours approved on IDPs.\*They must be earned after the B.S. degree has been awarded.
  - Class III Bachelor's Degree plus 30** semester hours earned after the B.S. degree of work in the teaching field, guidance and/or education hours, or equivalent in-service hours approved on IDPs.\*
  - Class IVA Master's Degree**
  - Class IV Master's Degree plus 15** semester hours in the teaching field, education, and/or guidance, or equivalent in-service hours approved on IDPs.\* The hours must be earned after the Master's Degree has been awarded unless an approved graduate program is presented showing courses required for the M.S. Degree.
  - Class V Specialist's Degree, Master's Degree plus 30** semester hours, or equivalent in-service hours approved in IDPs\* after the Master's Degree has been awarded. Hours must be in the teaching field, guidance and/or education.
  - Class VI Master's Degree plus 50** semester hours, or equivalent in-service hours approved on IDPs\*.

*\*- Hours must be in the teaching field, guidance and or education. Approved in-service hours must be in Areas 1, 2, and 7.*
4. For purposed of classification, a Master's Degree shall mean that the degree shall have been granted in a field of education or a field directly related to the teaching assignment.
5. Each new teacher is placed on the schedule as determined by the Administration and Board of Education. [Teachers new to the district with out of district experience will be awarded up to 10 years of their experience with any remainder awarded as described in item #7]. The BOE recognizes some teaching positions may be harder to fill, with this being said, the BOE has the flexibility to wave this restriction to remain competitive when seeking new hires.
6. Teachers at the end of the Class III column shall receive a half-step increment if the equivalent of 10 university hours has been earned through approved Individual Development activities or university courses. This provision shall only apply to points or hours earned after the 1994-95 school year.
7. Teachers that have forfeited years of teaching experience in other districts shall make up those years in the following manner: beginning with the third year of employment in USD 435, each year of advancement on the salary schedule shall

count as two years until the teacher attains the actual number of years teaching experience. This provision shall only apply to teachers employed after the 1994-95 school year.

**Abilene Unified School District #435 Teacher Pay Schedule  
2022-2023**

**Non-Indexed Schedule**

**Increase Down: \$615**

Increase Per Column:		900	1200	1400	1600	1800	
Increase to Base:	Base +600	1500	2700	4100	5700	7500	
Step	Class I BS+0	Class II BS+15	Class III BS+30	Class IVA MS	Class IV MS+15	Class V MS+30/EDS	Class VI MS+50/EDS+
	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1	40,200	40,800	41,700	42,900	44,300	45,900	47,700
2	40,815	41,415	42,315	43,515	44,915	46,515	48,315
3	41,430	42,030	42,930	44,130	45,530	47,130	48,930
4	42,045	42,645	43,545	44,745	46,145	47,745	49,545
5	42,660	43,260	44,160	45,360	46,760	48,360	50,160
6	43,275	43,875	44,775	45,975	47,375	48,975	50,775
7	43,890	44,490	45,390	46,590	47,990	49,590	51,390
8	44,505	45,105	46,005	47,205	48,605	50,205	52,005
9	45,120	45,720	46,620	47,820	49,220	50,820	52,620
10	45,735	46,335	47,235	48,435	49,835	51,435	53,235
11		46,950	47,850	49,050	50,450	52,050	53,850
12		47,565	48,465	49,665	51,065	52,665	54,465
13		48,180	49,080	50,280	51,680	53,280	55,080
14		48,795	49,695	50,895	52,295	53,895	55,695
15		49,410	50,310	51,510	52,910	54,510	56,310
16			50,925	52,125	53,525	55,125	56,925
17			51,540	52,740	54,140	55,740	57,540
18				53,355	54,755	56,355	58,155
19				53,970	55,370	56,970	58,770
20				54,585	55,985	57,585	59,385
21				55,200	56,600	58,200	60,000
22					57,215	58,815	60,615
23					57,830	59,430	61,230
24						60,045	61,845
25						60,660	62,460
26						61,275	63,075
27							63,690
28							64,305
29							64,920
30							65,535
31							66,150
32							66,765
33							67,380
34							67,995
35							68,610
36							69,225
37							69,840
38							70,455
39							71,070
40							71,685

Class VI Continuous \$615 Steps

**Abilene Unified School District #435**  
**Supplemental Duty Pay Schedule**  
**2022-2023**

<u>Years Experience</u>	<u>Base Salary</u>	<u>Years Experience</u>	<u>Base Salary</u>
1	40,200	6	41,430
2	40,200	7	42,045
3	40,815	8	42,045
4	40,815	9	42,660
5	41,430	10	42,660

<i>Position</i>	<i>21-22</i>
HS Head Football	14%
HS Asst Football	8%
HS Head Volleyball	14%
HS Asst Volleyball	8%
HS Head C.C.	10%
HS Asst C.C.	6%
HS Head Girls Tennis	10%
HS Asst Girls Tennis	6%
HS Head Wrestling	14%
HS Asst Wrestling	8%
HS Head Boys Basketball	14%
HS Asst Boys Basketball	8%
HS Head Girls Basketball	14%
HS Asst Girls Basketball	8%
HS Power Lifting	6%
HS Head Track	14%
HS Asst Track	8%
HS Head Golf	10%
HS Asst Golf if needed	6%
HS Head Boys Tennis	10%
HS Asst Boys Tennis	6%
HS Head Softball	14%
HS Asst Softball	8%
HS Head Baseball	14%
HS Asst Baseball	8%

MS Head Football 7th	8%
MS Asst Football 7th	5%
MS Head Football 8th	8%
MS Asst Football 8th	5%
MS Head Cross Country	8%
MS Asst. Cross Country	5%

<i>Position</i>	<i>21-22</i>
Instrumental Music (AMS)	9%
Vocal Music (AMS)	9%
HS Debate	10%
HS Asst Debate	6%
HS Forensics	10%
HS Asst Forensics	6%
HS Yearbook	7%
Booster Newspaper	7%
HS All School Play (Inactive)	10%
HS Drill Team (Dance)	12%
HS Head Scholars Bowl	6%
HS Asst. Scholars Bowl	4%
HS STUCO Sponsor	8%
HS Vocal Music	12%
HS Instrumental Music (AHS)	14%
HS Cheerleading	14%
HS Assist Cheerleading	8%
HS KSHSAA Cheer Comp, Head	\$500
HS KSHSAA Cheer Comp, Asst.	\$300
HS Musical	10%
HS Musical Asst	6%
HS Fall Fantastical	3%
Auditorium Facility Manager	6%
HS NHS	2%
HS SPURS	2%
HS FACS (2 positions)	10%
HS FFA (2 positions)	13%
HS FBLA Head	5%
HS FBLA Asst	2.50%
HS Junior Class Co-Sponsor	3%
HS German Club	6%
HS Spanish Club	6%

**Abilene Unified School District #435  
Supplemental Duty Pay Schedule  
2022-2023**

MS Head Wrestling	8%
MS Asst Wrestling	5%
MS Head B Basketball 7th	8%
MS Asst B Basketball 7th	5%
MS Head B Basketball 8th	8%
MS Asst B Basketball 8th	5%
MS Head G Basketball 7th	8%
MS Asst G Basketball 7th	5%
MS Head G Basketball 8th	8%
MS Asst G Basketball 8th	5%
MS Basketball Instr. Team	\$1,200
MS Head Volleyball 7	8%
MS Asst Volleyball 7	5%
MS Head Volleyball 8	8%
MS Asst Volleyball 8	5%
MS Volleyball Instr. Team	\$1,200
MS Head Track	8%
MS Asst Track	5%

MS Art Club	2%
MS Longhorn Leaders	3%
MS Robotics Club	2%
MS Robotics Club	2%

HS Live Stream Coordinator	10%
<i>MS Live Stream Coordinator</i>	7%
HS Counselor Supplement	\$600
Counselor Extra Duty (15 days)	
HS Voc VEII	\$1,000
HS Ag Extended Contract (1/9) Sal. Dep.	11.11%
HS CC/SATC Stipend (\$400/cl/Sem)	\$400
<b><i>Steering Team/School Impr.</i></b>	
<i>Communications (3 Positions)</i>	\$750
<i>Math (3 Positions)</i>	\$750
<i>Social Studies (3 Positions)</i>	\$750
<i>Science (3 Positions)</i>	\$750
<i>K-5 School Impr. (1 Position)</i>	\$1,000
<i>AMS School Impr. (1 Position)</i>	\$1,000
<i>AHS School Imp. (1 Position)</i>	\$1,000
<i>Vocational Chair (1 Position)</i>	\$750
<i>Related Arts (1 Position)</i>	\$750
<i>K-5 Teacher Leaders (6 Positions)</i>	\$750
Curriculum/Assessment	\$20/hour
Summer Weight Training	\$15/hour
Summer Weights Adm.	6%
Off-Season Weight Training	\$15/hour
MTSS Leadership Tm. (up to 20)	\$200
Technology Coaches	\$1,000
School to Career	\$1,150
MTSS Integrated/KESA/DLT	\$200
<i>Counselors Steering Committee</i>	\$750
<b>Instructional Coach</b>	<b>\$2,000</b>

*The BOE reserves the right to re-evaluate the supplemental duty compensation other than coaching when newly hired certified employees are assigned these duties in which compensation may be changed based on such duties. Any changes will be noticed at the following negotiations process.*