

**Between**

**NEA MANHATTAN - OGDEN**

**and**

**MANHATTAN-OGDEN  
UNIFIED SCHOOL DISTRICT  
NO. 383**

**Riley County, State of Kansas**

**2025-26**

# AGREEMENT

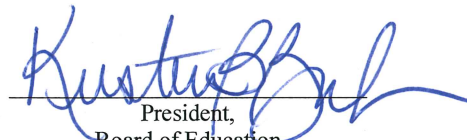
between

NEA MANHATTAN - OGDEN

and

MANHATTAN – OGDEN USD 383

  
\_\_\_\_\_  
President,  
NEA MANHATTAN - OGDEN

  
\_\_\_\_\_  
President,  
Board of Education  
MANHATTAN – OGDEN USD 383

  
\_\_\_\_\_  
Attest:  
Secretary

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

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## SUPERINTENDENT OF SCHOOLS

Eric Reid

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## PREFACE

The Board of Education of Unified School District # 383 and NEA Manhattan - Ogden hereby declare their intention to work together toward the achievement of common goals of educational excellence to provide the best possible education for all students: and

WHEREAS, they believe the importance of school as an agency for the preservation and extension of our democracy; and

WHEREAS, they are committed to the human rights and dignities of all and to the policies that further this cause; and

WHEREAS, to obtain educational goals, it is imperative that there be cooperation and understanding between licensed professionals in the classroom and the Board of Education which is responsible for the operation of the school system.

WHEREAS, the parties of this Agreement believe that the best interests of public education will be achieved by established procedures on matters of common concern.

THEREFORE, the parties desire to incorporate this Agreement and believe it is in the best interest of the school, community, students, and licensed professionals.



## **ARTICLE I RECOGNITION**

Pursuant to the provisions of the resolution adopted by the Board on October 5, 1970, the Board recognizes the Association as the exclusive representative for the purpose of negotiation for all contracted, certified professional employees, except administrative employees and school psychologists.

Nothing contained herein shall be construed to prevent any individual or individuals in concert from presenting or making known their position and/or proposals to the Board.

All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

## **ARTICLE II DEFINITION**

1. The Association: NEA Manhattan - Ogden, affiliated with Kansas National Education Association and the National Education Association.
2. The Board: The Board of Education of Unified School District No. 383, Riley County, Kansas.
3. Superintendent: The Superintendent of Unified School District No. 383, Riley County, Kansas.
4. The School District or School System: Unified School District No. 383, Riley County, Kansas.
5. Licensed professional: Any contracted professional employee (except administrative employees and school psychologists) employed in a position requiring a certificate/license issued by the State Board of Education, or employed in a professional educational capacity as recognized by the Board of Education. Licensed professionals have the professional responsibility to have and maintain a current professional license/certificate relevant to their respective position, unless otherwise assigned, thus being recognized under the negotiated agreement.
6. Administrator: All employees so designated by the Board of Education as employed in an administrative capacity.
7. Grievance: A complaint that there has been a deviation, violation, misinterpretation or misapplication of any provision of the Agreement.
8. Whenever the singular is used in the Agreement, it is to include the plural as appropriate.
9. Bargaining Unit: All "professional employees of the Manhattan Unified School District No. 383" except administrative employees and psychologists.
10. Day: Unless otherwise designated, it is to be understood to mean a calendar day.

## **ARTICLE III FAIR PRACTICES**

In accordance with Board of Education policy, no person or persons or department or division responsible to the Board of Education should discriminate against any employee in respect to creed, race, national origin, gender, sexual orientation, age, handicap, marital status, color or membership in any association or with NEA Manhattan - Ogden. In accord with its constitution, NEA Manhattan - Ogden will admit any person to its association on the basis of no discrimination regardless of creed, race, national origin, gender, sexual orientation, age, handicap, marital status, color or membership in any association.

#### **ARTICLE IV SAVINGS CLAUSE**

Except as expressly provided otherwise in the Agreement, the following are vested exclusively in the Board: the determination and administration of Board policy, the operation and management of the schools, the direction of employees and the carrying-out of its other lawful rights and responsibilities.

Any portion of this Agreement which is contrary to law shall be null and void, but the remainder of the Agreement shall remain in full force.

The Board and the Association shall enter into negotiations to replace any provision found to be contrary to law.

#### **ARTICLE V STRIKE PROHIBITION**

The Association affirms that during the term of this Agreement it does not have the right to strike. The Association and its agents will not assist or participate in strikes, sanctions, work slowdown or any concerted effort which is designed to impair the normal operation of the schools.

Should any of the above activities take place the Association President or designee shall be notified by the administration. The association president or designee will immediately instruct the participant(s) that the activity shall cease and desist at once. If the activities continue, it is further understood this agreement shall be voidable by a majority vote of the Board.

#### **ARTICLE VI LENGTH OF CONTRACT**

All attempts should be made to provide an uninterrupted licensed professional preparation day the day preceding the first student attendance day. Those buildings that have already scheduled events on this day, that cannot be rescheduled, may continue with those events; however, licensed professional prep time must be provided, equivalent to one contract day before the first student attendance day.

Licensed professionals new to USD 383 shall complete three (3) days of orientation and be compensated at the curriculum rate up to seven (7) hours per day.

The contract days of licensed professionals, exclusive of supplemental or extended time contracts, shall not exceed 189 days.

The non-teaching days of the contract year shall be used for professional development/collaboration, licensed professional preparation in the classroom, general staff meetings and orientation. Early Learning non-teaching days also include home visits as part of program requirements. Non-teaching days require 420 minutes, excluding time for lunch.

Included with non-teaching days shall be:

##### Non-Teaching Days

1 day for convocation or administration directed meetings (not to include professional development) before the first day of student attendance to be used at the superintendent's discretion.

##### Early Learning Home Visit Days (7)

3 ½ days for fall home visits

3 ½ days for end of year home visits

##### Early Learning Prep Days (6)

2 ½ days before the first day of attendance, one being flexible

1 day at the end of the 1<sup>st</sup> trimester

½ flexible day during winter break (or for district-wide professional development activities if the district professional development committee needs all/part of the day for a professional development emergency)

1 day at the end of the 2<sup>nd</sup> trimester  
½ flexible day during the last two weeks of school  
½ day upon school ending

#### Elementary School Prep Days (6)

2 days before the first day of attendance, one being flexible  
½ day on the first day of student attendance  
1 day at end of the 1<sup>st</sup> trimester

1/2 flexible day during winter break (or for district-wide professional development activities if the district professional development committee needs all/part of the day for a professional development emergency)

1 day at the end of the 2<sup>nd</sup> trimester  
1 flexible day during the last two weeks of school  
Licensed professionals will be able to leave following check out completion with administrator on the last day

#### Early Learning/Elementary School Professional Days (11)

2 days prior to school starting  
9 days distributed throughout the year (1 of those days being defined as a flexible collaboration day. See below for details)

#### Secondary Prep Days (6)

2 days before the first day of attendance, one being flexible  
½ day on the first day of student attendance  
1 day at end of the secondary 1<sup>st</sup> quarter

1 flexible day between 1<sup>st</sup> & 2<sup>nd</sup> semester (or for district-wide professional development activities if the district professional development committee needs all/part of the day for a professional development emergency)

1 day at the end of the secondary 3<sup>rd</sup> quarter  
½ day on the last day of attendance

#### Secondary Professional Days (9)

2 days prior to the start of school  
7 days distributed throughout the school year (1 of those days being defined as a flexible collaboration day. See below for details)

\*Flexible Collaboration Day: One (1) professional day designated for licensed professional collaboration at the early learning, elementary and high school levels can be used under the following flexible guidelines:

1. Licensed professionals are able to control the content of the collaboration time as long as the time fits regular collaboration expectations.
2. The time is expected to be outside of the normal school day, and during time that is not already covered by a supplemental contract.
3. Licensed professionals are expected to collaborate a minimum of 420 minutes (one day) outside of the normal school day between July 1<sup>st</sup> of the contract year and no later than May 1<sup>st</sup>.
4. Documentation should be made on the professional development management system.

\*Flexible Prep Day: The equivalent of one (1) professional day (420 minutes) designated for licensed professionals to prepare their classrooms, grades and materials on location and outside of the normal school day, and during time that is not already covered by a supplemental contract. Required time must be completed prior to or on the designated date on the adopted calendar.

### **ARTICLE VII VACATIONS AND HOLIDAYS**

The minimum number of non-paid vacation days and holidays to be allowed for the school term are: Labor Day, Fall break (3 days), Winter break (7 days), Martin Luther King Day, Spring break (5 days), and Memorial Day.

## **ARTICLE VIII PROFESSIONAL DAY**

### **Section A – Professional Responsibilities**

The Board of Education and NEA Manhattan - Ogden recognize that licensed professionals' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal school day. These duties include but are not limited to lesson planning, student assessment, staff meetings, professional development sessions, curriculum development meetings, school improvement planning meetings, IEP meetings, student conferences, back to school events, and parent communication. There is also recognition that licensed professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events, and which will be maintained fairly and evenly to the extent possible throughout the school system.

### **Section B – School Day**

The school day assignment for licensed professionals will be the normal time that school is in session for students. In no case shall this assignment exceed seven (7) hours and ten (10) minutes, excluding the duty free lunch period, for itinerant licensed professionals who begin their day at a secondary school and end their day at an elementary school; or seven (7) hours, excluding the duty free lunch period, for all other licensed professionals. Licensed professionals will be expected to be in their classrooms and prepared for the start of the school day and to participate in necessary professional responsibilities outside the school day as referenced in Article VIII Section A: Professional Responsibilities.

### **Section C – School Closing**

Licensed professional attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing prior to the start of the school day and the arrival of students. If an inclement weather emergency or other emergency is declared after the arrival of students for the day, licensed professionals will remain on duty until students are assured of a safe placement for the remainder of the day and/or the licensed professional is dismissed by an administrator.

### **Section D – Professional Responsibilities**

The Superintendent or designee shall require that all non-emergency faculty and professional development meetings be listed on the school activity calendar at least 30 days in advance as of October 1. Data on the frequency and length of meetings will be reviewed by the association and administration as requested by the association.

### **Section E – Routine Schedule**

Prior to September 1, each building's certified faculty will meet as a whole to evaluate the before school and after school passing periods and develop a plan for scheduling the duration and supervision of these periods. Each building's plan will take into consideration the following criteria: safety, building space, recognizing licensed professionals as professionals and the best interests of students. Each plan shall meet State and BOE guidelines. Voting on the plan each building develops will be done by the professional staff in each building by secret ballot. Each plan will be submitted to the Superintendent for consideration not later than September 1. The Superintendent must approve each plan before implementation.

## **ARTICLE IX PREPARATION TIME/RELEASE TIME/OVERLOAD**

### **Section A – Professional Release Time Equity Guidelines**

26% ± 1.5% of a licensed professional's time will be used for professional release time (preparation, planning, collaboration, professional development). This percentage can be calculated by taking a licensed professional's total yearly professional release time divided by the sum of the yearly contact time with students and total yearly Professional Release Time.

### **Section B – Elementary/Early Learning Professional Release Time**

Each elementary licensed professional shall have an average of 330 minutes per week professional release time (preparation, planning, collaboration, professional development) to meet equity guidelines in Article IX Section A. These minutes will be divided to allow some release time each day unless otherwise mutually agreed by the building principal and the licensed professional. Effort will be made to provide one uninterrupted 30 minutes of professional release time per day for each licensed professional. Blocks of time under 15 consecutive minutes will not be considered professional release time unless agreed to by both administrator and licensed professional. Reasonable travel time will be allotted and is not included as part of the scheduled professional release time. Student contact duty outside of designated content area will be assigned on a regular basis after consultation between the licensed

professional and administration concerning the type of duty and to help create a consistent weekly schedule building wide.

#### Section C – Middle School Professional Release Time

Each middle school licensed professional shall have one daily period of professional release time for planning and preparations each day. A second daily period of time shall be divided between professional release time (preparation, planning, collaboration, professional development, team time) and student contact duty each day based on the equity guidelines in Article IX Section A. This student contact duty will be assigned on a regular basis after consultation between the licensed professional and administration concerning the type of duty and to help create a consistent weekly schedule building wide.

#### Section C-1 – Middle School Itinerant Team Plan Time

The district shall provide time equivalent to one day per month for loss of plan time or team plan time for middle school itinerant licensed professionals due to the time lost to travel. This time will be decided by the individual licensed professionals and their principals. Days may not accumulate.

#### Section D – High School Professional Release

Each high school licensed professional shall have one daily period of professional release time for planning and preparations on regular and half-day schedule days, and on one of the two block days each week. During three of the four quarters each licensed professional will have one additional daily period of professional release time (preparation, planning, collaboration, professional development) on regular and half-day schedule days, and on one of the two block days each week. Administration will attempt to schedule the professional release periods to be on different block days. The one quarter a licensed professional does not have the additional daily period of professional release time the licensed professional will be given a duty with student contact. This student contact duty will be assigned after consultation between the licensed professional and administration concerning the type of duty and quarter it takes place. A need for balancing the amount of licensed professionals each quarter and type of duty will be considered when assigning the duty.

#### Section E – Secondary

If a secondary licensed professional is on an overload their remaining release period is for planning and preparation. If a secondary schedule needs to be used that allows the amount of professional release time for a licensed professional to not meet equity guidelines in Section A of this article, student contact duty may be assigned with consultation between licensed professional and administration.

#### Section F – Special Education Staffing and Conference Meetings

The building principal will attempt to schedule special education staffing and conferences at times other than the licensed professionals' planning periods.

#### Section F-1 – Special Education

The district shall provide enhanced planning time for full-time special education licensed professionals assigned to self-contained classrooms. This time shall be in the form of one-half day release per month.

#### Section G – Professional Release Time Exception

It is recognized that there may be times regularly scheduled professional release time may need to be used for professional activities other than preparation, planning, collaboration, or professional development. These professional activities that encroach upon or diminish a licensed professional's built in professional release time for professional employees should be the exception rather than the rule. Schedules and use of certified support personnel should be adjusted whenever possible to reduce the loss of professional release time.

#### Section H – Budget Impact

If budget reductions impact current practice for professional release time, both negotiations teams will need to meet to address equity needs across the district.

#### Section I – Non-Teaching Collaboration Days at All Levels

Collaboration guidelines and principles:

Collaboration time is designated for licensed professionals to interact with other licensed professionals, administrators, and support staff in a professional relationship to improve student performance. Organization and planning for collaboration time is necessary for productive activities and scheduling of staff, equipment and meeting

space. The principal and/or the Building Professional Development Committee along with teaching staff will share in the planning process of designating the amount of time used for building/district collaboration versus licensed professional led collaboration. No more than half of the time will be designated by building administration or district administration.

The intent of collaboration days is to provide time for licensed professionals to have flexibility in their selection and planning of activities, yet be accountable for the use of the time. Collaboration time is also important for the collective pursuit of advancing building and district goals. IDP points may be earned if activities meet the criteria and are approved through the professional development approval process.

Licensed Professional Led Collaboration is defined, selected, organized, and conducted by licensed professionals. District/Building Led Collaboration is defined by administration but is conducted by licensed professionals working in collaborative teams. This may start and end with the whole building. However, smaller subgroups should meet to complete the expected task/goal.

Suggested criteria for use of collaboration time:

1. Organized collaborative vertical and horizontal groups of licensed professionals, as well as special education, Title I, specials, etc. may be created for the purpose of engaging in professional learning community activities to improve student performance.
2. Organized coordinating of plans, lessons, equipment, technology, resources etc. with other licensed professionals.
3. Organized planning with other licensed professionals for implementation of district standards, curriculum, programs, textbooks, etc.
4. Organized professional development, such as sharing expertise, strategies, processing learning, and planning implementation.
5. Organized professional information and data analysis, sharing, discussions and planning to meet the needs of students and improve student performance for individuals, groups, and classes of students.

In order to protect the integrity of collaboration time, the following criteria are to be followed:

- The administration will avoid requiring professional development activities, and faculty meetings will not be held during collaboration time.
- Administration and special education professionals will refrain from scheduling IEP meetings during collaboration time.
- Collaboration time may not be used for, personal appointments, personal activities, or celebrations, such as birthdays, baby showers etc.
- Collaboration time may not be used for personal plan time.
- Collaboration will take place in the school or principal approved off site facility.

#### Section J – Overload

Overload (definition) – An overload will be defined as required student contact time in lieu of professional release time regularly provided during the school day. Any licensed professional, regardless of teaching assignment, who loses contracted professional release time provided during the school day to supervise students on a regular basis will be considered to be on overload. All overload assignments must be approved by the Superintendent or designee. Overload pay will be based on the following:

#### Section J-1 – Elementary/Early Learning Overload

Any assignment not receiving an average of 330 professional release time minutes per week on a regular basis.

#### Section J-2 – Middle School Overload

Any assignment not to exceed student contact time of 5 of 7 periods, including advisory, any quarter except the student contact duty assigned to meet the equity guidelines in Article IX Section A.

#### Section J-3 – High School Overload

Any assignment not to exceed 5 of 7 periods plus advisory any quarter except 1 quarter which may be 6 of 7 periods plus advisory.

#### Section J-4 – Special Education Overload

Special Education will follow the above parameters in Section J-1, 2 & 3 for an assigned overload.

When a situation occurs that a special education licensed professional is required to supervise one or more students on a regular basis during their scheduled professional release time due to student needs it needs to be approved by the Superintendent or designee.

When an unavoidable situation occurs that a special education licensed professional is required to supervise one or more students during their scheduled professional release time, they are eligible to be reimbursed for the lost time.

In either situation, it is the responsibility of the licensed professional to maintain accurate records of the time lost. The overload form will be turned into the principal and the Director of Special Education for review and approval.

If a Special Education licensed professional believes an overload may be merited based on an above average workload, a workload analysis process will be initiated with the case manager/service provider and building principal.

1. The Director of Special Education will be notified that the workload analysis process has been initiated.
2. Once requested, the building principal will schedule a time to meet with the case manager/service provider within five school days of the request being made. The analysis will include documentation of direct instruction, inclusion services, IEP management, para-educator supervision, evaluation responsibilities, and other relevant information that the staff member shares.
3. The Special Education licensed professional will fill out the Workload Analysis and review the completed analysis with their building administrator. Efforts to allow for release time should begin at the building level.
4. If needed, the form will be submitted to the Director of Special Education and an association representative to review and determine if an overload is appropriate.
5. If no agreement can be found, the request will be reviewed by the superintendent or designee for a final determination.

#### Section K – Overload Compensation

Licensed professionals who accept, or are assigned, an additional assignment as defined in the overload language in any part of Section J will be compensated based on the following:

##### Section K-1 – Elementary/Early Learning

**Percent of Professional Release Time Loss** = minutes loss per week ÷ 5 days per week ÷ 60 minutes per hour  
**Overload Pay** = annual contracted base salary\* ÷ 189 contracted days ÷ 6.58 hours per day x percent of professional release time loss x student contact days of additional assignment

##### Section K-2 – Middle School

**Per Semester Overload Pay** = annual contracted base salary\* ÷ 189 contracted days ÷ 8 periods per day x student contact days of additional assignment

##### Section K-3 – High School

**Per Semester Overload Pay** = annual contracted base salary\* ÷ 189 contracted days ÷ 7 periods per x student contact days of additional assignment

**Per Year Overload Pay** = annual contracted salary\* ÷ 189 contracted days ÷ 7 periods per x student contact days x .75

**Adjustments may be made based on extenuating circumstances for sections K-1, K-2, and K-3 but still need to follow the intent of the language.**

\*Individual's placement on salary schedule without any longevity pay, bumps or supplemental contracts.

## **ARTICLE X NONINSTRUCTIONAL STUDENT SUPERVISION**

The Board recognizes the necessity for and importance of each licensed professional having an uninterrupted lunch period. The Board agrees to continue to administratively attempt to provide all licensed professionals with a duty-free lunch period of no less than thirty (30) minutes each day. Licensed professionals may leave the building

without requesting permission during their duty-free lunch period. In emergency situations, principals may call upon licensed professionals to supervise during the lunch period. Such action shall be considered temporary and the situation corrected as soon as possible. Licensed professionals will be compensated, according to Article XIV, for time worked during their daily duty-free lunch after completing appropriate documentation.

Where possible, student supervision before and after school will be by non-certificated/licensed personnel.

## **ARTICLE XI SALARY SCHEDULE**

### **Section A – Definition and Placement**

1. Each new licensed professional is placed on the schedule as determined by the administration and the Board of Education.
2. The Board of Education emphasizes that the salary schedule is a minimum schedule.
3. Licensed professionals with Kansas Life Certificates shall conform to professional growth requirements of USD 383 to be eligible for advancement on the salary schedule. All licensed professionals with renewable certificates/licenses shall meet the educational requirements of the Kansas State Department of Education.
4. To qualify for salary under the Bachelor's degree plus fifteen (15) hours, Bachelor's degree plus thirty-six (36) hours, Master's degree, Master's degree plus fifteen (15) hours, Master's degree plus thirty (30) hours or Master's degree plus forty-five (45) hours, the additional hours be graduate hours, and/or equivalency credit. Graduate hours completed must be in the licensed professional's major or minor teaching field or be applicable to their Individual Development Plan approved by their immediate supervisor. All college courses must be submitted for approval to the Executive Director of Teaching and Learning and the Director of Human Resources. Failure to pre-submit may result in non-approval of hours earned.

A licensed professional who disagrees with a decision by the Executive Director of Teaching and Learning and the Director of Human Resources may file an appeal with the Equivalency Credit Appeals Committee. The licensed professional shall file the appeal in writing within ten (10) days from the date of the decision of the Executive Director of Teaching and Learning and the Director of Human Resources. Within ten (10) days after such written appeal is filed, the licensed professional and the Equivalency Credit Appeals Committee shall meet to hear the appeal.

In the event an appeal has not been satisfactorily resolved by the Appeals Committee, the licensed professional may file within five (5) working days of the Appeals Committee's written decision a copy of the appeal with the Board of Education. The Board shall file an answer within twenty (20) days. The Equivalency Credit Appeals Committee shall be comprised of the following members to be appointed by the Superintendent:

- a) Two licensed professionals – one elementary and one secondary
  - b) Two administrators – one elementary and one secondary
  - c) Superintendent or Assistant Superintendent
  - d) One representative from the Department of Teaching and Learning
  - e) One representative from Professional Development Committee (PDC)
  - f) One representative from NEA Manhattan - Ogden.
5. Upon notification to Human Resources, licensed professionals must furnish official evidence or transcript of credit completed by the fourth Friday in August of the current school year to qualify for a classification change.
  6. Only one Bachelor's or Master's salary differential shall be paid to a licensed professional with two or more Bachelor's or Master's degrees.
  7. Licensed professionals with 90 days or more classroom teaching experience will be granted one full year of credit on the salary schedule.
  8. A licensed professional may advance only one step vertically on the salary schedule in any one year.
  9. Equivalency Credit (See PDC Handbook for directions)



- a. The equivalency credit program will be used to facilitate horizontal movement on the district's salary schedule. An equivalency credit may be earned in place of graduate credit, however, equivalency credit cannot be used for state certification/licensure renewal.
- b. Equivalency credit proposals must be submitted online through the professional development management system and be approved first by the building PD representative and building leader.
- c. Licensed staff must submit an activity at the knowledge level before progressing to the application level and then the impact level.
- d. Once approved at the building level, the proposal should be presented to the Equivalency Credit Review Committee.
  - a. The Equivalency Credit Review Committee will be a sub-committee of PDC. Representatives will consist of elementary and secondary faculty, administrators and a representative from the Department of Teaching and Learning. The committee will consider applications on an ongoing basis.
  - b. Once approved by the review committee, the equivalency credit will be earned only at the application and impact level.
- e. Equivalency credit will be awarded when the completed project has been presented to and approved by PDC.
- f. A maximum of 9 equivalency credits or 180 points can be applied toward salary advancement per salary column utilizing the Equivalency Credit process.

#### Section B – Longevity Increment

A longevity increment will be granted to individuals after one (1) year of service after reaching step eighteen (18) of the MS + 30, MS + 45 and/or Doctorate column of the degree schedule.

Beginning the 2018-2019 school year, all licensed professionals who have earned longevity steps will be placed at the position in the longevity step equal to their current salary plus current longevity. All other licensed professionals who are eligible to earn longevity steps will move to the first position in the longevity steps. The longevity steps may not be used for starting salary for a new employee.

Licensed professionals will move within the longevity steps as regular movement until such time as they have reached the bottom of their respective column. At this time, there will be no further movement associated with the longevity. Licensed professionals already beyond the bottom longevity step will continue to receive their current longevity payment amount each year. Licensed professionals may, however, move horizontally by earning their PHD/ED.

#### Section C – Bottom Step Salary Adjustment

A bottom step increment of \$450 will be grandfathered to licensed professionals who move to the bottom steps of the salary schedule for the 2004-2005 school year. Those already on the bottom steps will continue to receive the increment. This replaces the \$450 that was removed from the bottom steps of the 2003-2004 salary schedule for the 2004-2005 school year.

Licensed professionals who received the \$300 bottom step adjustment in 2004-2005 will continue to receive the adjustment.

#### Section D – Hourly Wage

Licensed professionals covered by this agreement employed as hourly instructors shall be paid a minimum of \$20.00 per hour for each authorized instructional hour. Licensed professionals covered by this agreement will be paid a minimum of \$20.00 per hour for authorized professional development and/or curriculum work assigned beyond the regular professional day and length of contract.

#### Section E – Bus/Van Driving

Licensed professionals/activity sponsors who drive vans in connection with a school-sponsored student activity will have the option of being reimbursed at the rate paid to district bus drivers for activity trips or not receive compensation allowing the money to remain in the activities fund. Pay for driving time will begin once the professional duty day is complete at the teaching site of the driver, but drivers will not receive bus driver pay during wait time if already on a supplemental contract for the activity.

Licensed professionals/activity sponsors under supplemental contracts, with administrative approval, who drive district busses on activity trips will be paid the drivers rate for actual driving time to and from an event. They will not receive bus driver pay during wait time if already on a supplemental contract for the activity. Licensed professionals/activity sponsors driving busses will be reimbursed at the rate paid to district bus drivers for activity trips. Licensed professionals/activity sponsors may waive compensation, allowing the money to remain in the activities fund. Pay for driving time on busses does not depend on the duty day of the licensed professional/activity sponsor.

The district will provide required DOT Physical, CPR/First Aid, Defensive Driving, and CDL training if needed for licensed professional/activity sponsors interested in driving busses.

#### Section F – National Board for Professional Teaching Standards Certified Licensed Professional

Licensed professionals who are employed full time and have received certification/licensure issued by the Kansas State Board of Education from the National Board for Professional Teaching Standards for a 10-year certificate/license will receive an additional \$2,000 per year in addition to the payment required by state law, during the period their National Board Certification is valid.

Section G – Degree Salary Schedule

<b>USD 383 MANHATTAN/OGDEN</b> <b>SALARY SCHEDULE</b> <b>2025-2026</b>							
Step	BS	BS+15	BS+36/MS	MS+15	MS+30	MS+45	PHD/ED/ SLP/OT
0	47,800	48,975	50,315	51,490	52,875	54,050	55,225
1	48,405	49,580	50,975	52,150	53,605	54,780	55,955
2	49,010	50,185	51,635	52,810	54,335	55,510	56,685
3	49,615	50,790	52,295	53,470	55,065	56,240	57,415
4	50,220	51,395	52,995	54,130	55,795	56,970	58,145
5	50,825	52,000	53,615	54,790	56,525	57,700	58,875
6	51,430	52,605	54,275	55,450	57,255	58,430	59,605
7	52,035	53,210	54,935	56,110	57,985	59,160	60,335
8	53,140	54,315	56,070	57,245	59,190	60,365	61,540
9		54,920	56,730	57,905	59,920	61,095	62,270
10			57,390	58,565	60,650	61,825	63,000
11			58,050	59,225	61,380	62,555	63,730
12			59,185	60,360	62,585	63,760	64,935
13			59,845	61,020	63,315	64,490	65,665
14			60,505	61,680	64,045	65,220	66,395
15				62,340	64,775	65,950	67,125
16				63,475	65,980	67,155	68,330
17					66,710	67,885	69,060
18					67,440	68,615	69,790
19**					68,170	69,345	70,520
20**					68,900	70,075	71,250
21**					69,630	70,805	71,980
22**					70,360	71,535	72,710
23**					71,090	72,265	73,440

\*Nurses regular placement on salary schedule

\*\*Longevity Steps under Article XI Section B

## Section H – Advanced Payment

### Optional Advanced Payment for New Hire Licensed professionals

The Board and NEA Manhattan - Ogden agree to provide a program for licensed professionals new to the district who have been approved by the second August Board of Education meeting to request a \$1000 advance that will be pro-rated from their annual salary distribution. In the event employment is terminated prior to fulfilling the contract, the remaining amount will be deducted from the final salary. This advance shall be prior to September payroll.

## Section I – Other

1. Licensed professionals whose resignation or retirement has been approved by the Board by the second regular meeting of November would receive \$650 for advanced notice of their retirement or resignation; licensed professionals whose resignation or retirement has been approved by the Board by the second regular meeting of February would receive \$325 for advanced notice of their retirement or resignation. This would only apply to licensed professionals who have completed their contract year.
2. Licensed professionals resigning or retiring after the 14<sup>th</sup> calendar day after the third Friday in May will be required to compensate the district for liquidated damages for late notice prior to Board approval according to the following schedule:
  - a. 14<sup>th</sup> calendar day after the third Friday in May through June 14: \$650
  - b. June 15 through June 30: \$1300
  - c. Resignations or retirements received July 1 or after will be approved by the Board after payment of a \$2600 liquidated damage assessment and when a suitable replacement is found. The payment of liquidated damages does not bind the board to accept and approve a resignation or retirement. If a resignation or retirement is not approved the payment will be returned to the licensed professional.

\*Licensed professionals who are not employed at 100% full time equivalence will have their advance notice of retirement, resignation, or liquidated damages monetary amounts pro-rated to their respective percentage of employment.

3. Waiver
  - a. Liquidated damages may be waived when the Superintendent or their designee Director of Human Resources determines the professional educator is compelled to resign or retire for medical/family emergencies or in the event of a compulsory transfer of the professional educator's spouse. Verification of such reasons may be required.
  - b. The Superintendent or designee may waive the above terms of resignation or retirement on a case-by-case basis.

## Section J – Postsecondary Concurrent Credit Faculty Stipend

### Concurrent Course Reimbursement Rate (CCRR)

The concurrent course reimbursement rate (CCRR) for a concurrent credit course is based off of the per credit amount in the individual agreement(s) with postsecondary service provider(s) and USD 383. Concurrent course faculty stipend and concurrent department course funds are determined by the following formulas:

- $CCRR * \frac{1}{2} * (\# \text{ of credits}) = \text{Concurrent Course Faculty Stipend per section}$
- $CCRR * \frac{1}{2} * (\# \text{ of credits}) = \text{funds per section that are provided to the content area within the department for facility enhancements, equipment, technology, etc.}$

If enrollment numbers do not meet the threshold set by the postsecondary service provider and they agree to offer at a reduced rate a concurrent class section, the formula will be amended to:

- $CCRR * \text{Reduced rate} * \frac{1}{2} * (\# \text{ of credits}) = \text{Concurrent Course Faculty Stipend per section}$
- $CCRR * \text{Reduced rate} * \frac{1}{2} * (\# \text{ of credits}) = \text{funds per section that are provided to the content area within the department}$

### Excel in CTE Faculty Reimburse Rate Courses:

Excel in CTE service providers will provide USD 383 with a percentage of the amount of tuition reimbursement per student that they receive from the state.

- $CCRR * \frac{1}{2} * (\# \text{ of credits}) = \text{Concurrent Course Faculty Stipend per section}$
- After the amount for the Concurrent Course Faculty Stipend is determined, the remainder will be placed into the content area within the department. This has the potential to be a sizable amount of

funding and is earmarked to allow for the continued growth of these programs through the ability to make purchases that are typically very expensive (i.e. computers, welders, CAD equipment).

- If concurrent courses do not have a minimum number of students required to offer the class and considering that a small enrollment section of an Excel in CTE a class could exist then the instructor/content area funds will be divided 50%/50% until the amount reaches the threshold of the aforementioned concurrent course faculty stipend formula.

#### Section K – Mentoring

The district will allocate \$10,000 annually to mentoring programs required by the state for licensure. Educators on a waiver or provisional license that do not receive a mentor through the Kansas State Department of Education Mentoring Program are eligible to receive a qualified mentor. The district will compensate the mentor at the conclusion of the school year based on a proration of the \$10,000 district wide with a maximum of \$1,000 per person mentored for any individual. Mentoring requests must be submitted to the Executive Director of Teaching and Learning or the Director of Special Education prior to October 1, of the contract year.

### **ARTICLE XII HEALTH INSURANCE**

#### Section A – Single Low Option Plan

The Board of Education will pay up to \$414.20 per month for the single low option plan for each licensed professional employed half-time or more toward Board-approved group health insurance. Licensed professionals employed less than half time are not eligible for coverage or membership in the group plan. The board will not pay the \$414.20 per month to the salary or “other” benefit in lieu of health insurance coverage.

If both spouses are employed by a covered district employee group, the equivalent of two contributions at the single low option plan rate will be made.

The district’s Health Insurance Committee shall be comprised of representatives from all employee groups covered by the district’s health insurance. The licensed professionals on the committee shall be selected by the Superintendent or their designee in consultation with the Association’s leadership. The District Health Insurance Committee shall prepare and submit a report and recommendations to the Superintendent and the Association each year.

#### Section B – Wellness Incentive

In order to qualify for the full amount of the health insurance premium to be funded by the District, health insurance enrollees will be required to:

1. Provide documentation of a physical examination with a physician or physician’s assistant.
2. Provide documentation of completing a Health Risk Assessment.
3. Provide documentation of completing a Bio-metric blood screening.
4. Certify that you are tobacco free or provide documentation of completing a tobacco cessation program.

These four requirements must be completed between July 1 and June 30 each year. The Human Resource Director may allow additional time for the requirements to be completed, as long as the enrollee has been in contact and requirements are completed before benefit enrollment.

Health insurance participants who fail to meet these requirements by the established deadline will contribute \$25/month towards their health insurance premium beginning with the new plan year and continuing throughout the plan year.

In order to get the full amount of monthly premium paid by the District, as referenced in Article VII: Health Insurance, a Licensed professional would be required to participate in the above activities and provide adequate documentation.

**ARTICLE XIII**  
**EMPLOYER PROVIDED 403b PLAN**

Section A- Pre-funding Schedule

Employer and Employee Paid Contributions

1. A Retirement Plan Portfolio will be established for each licensed professional employed in USD #383 that is not already retired and receiving KPERS benefits. This portfolio will contain up to two (2) accounts. An Employer Paid Account will be initiated for each teacher. An Employee Paid Account will be initiated for each teacher at their request.

1. USD #383 will make contributions based on the following schedule:

Annual pre-funding contributions to a 403(b) plan as follows:

1-9 years of District Service - \$440  
10-15 years of District Service - \$690  
16+ years of District Service - \$940

per contract year into each full time teacher's Employer Paid Account. Contributions will be prorated for teachers who work less than full time in a certified position and/or are employed for less than a full contract year.

2. Upon beginning their 6th contiguous year as a teacher employed by USD #383, each teacher will become vested in 50% of the amount contained within their Employer Paid Account. The vested portion will increase to 100% vested upon beginning their 10<sup>th</sup> contiguous year with USD #383.

Vesting Schedule:

<b>Year(s)</b>	<b>Amount Vested</b>
1 – 5	0%
6 – 9	50%
10+	100%

A teacher who terminates employment with USD #383 after the beginning of their 6<sup>th</sup> year may leave the vested amount in the Employer Paid Account, thereby retaining contiguous vesting status upon returning to a teaching position with USD #383 at a future date.

3. A teacher may voluntarily contribute from salary an amount of their choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A teacher who chooses to make contributions into their Employee Paid Account will be fully vested in this account immediately.
4. The USD #383 Retirement Plan Oversight Committee, made up of representatives from the Board of Education, administration and NEA Manhattan - Ogden, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher's Employer Paid Account and their Employee Paid Account. Employer Paid Contributions for teachers who do not make investment elections will be placed in the Moderate investment track.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

5. A teacher may access the vested portion of their Employer Paid Account upon termination of an employment contract with USD #383.
6. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
8. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education of USD #383.

### Section B - Application

Application: An employee desiring to retire must notify the Human Resources Office by April 5.

Failure to notify Human Resources shall result in the loss of employer paid benefits for Unused Sick Leave outlined in Section I.

### Section C - Code Section 409A

Code Section 409A: This program shall comply with and satisfy the applicable provisions of the Internal Revenue Code (the "Code"), including, but not limited to, Code Section 409A. In furtherance thereof, payment of benefits under this program shall satisfy the following requirements:

1. Except as otherwise permitted by law, no interpretation, modification, alteration, amendment, or complete or partial termination of this program or any provision of this program shall cause or permit acceleration of the time or schedule of any payment under the program.
2. No payment under the program shall be made prior to an employee's separation from service.

### Section D- Payment for Unused Sick Leave

Teachers who qualify for Kansas Public Employees Retirement without a reduction in benefits will be paid for each day of unused sick leave subject to the following conditions:

1. Teachers retiring who do not qualify for Kansas Public Employees Retirement without a reduction in benefits will not receive pay for unused sick leave.
2. Eligible teachers will be paid on the following table for unused sick leave.

Days of unused sick leave	Pay
85-90	\$3000
75-84	\$2500
65-74	\$2000
55-64	\$1500
40-54	\$1000
Less than 40	\$15 per day

3. Payment will be made with the employee's last check and shall be subject to all applicable deductions.

**ARTICLE XIV  
LICENSED PROFESSIONAL LEADERSHIP SUPPLEMENTALS  
BASE (\$43,200)**

**Section A - Licensed Professional Leadership Supplemental Contracts**

1. All certificated/licensed employees shall be eligible for Licensed Professional Leadership Supplementals pay positions.
2. Building principals or district administrators will be responsible for the assignment of personnel for Licensed Professional Leadership Supplementals, open positions will be made available to eligible certified/licensed employees.
3. Building principals or district administrators will be responsible for the evaluations of personnel receiving Licensed Professional Leadership Supplementals pay.
4. The specific duty and amount of compensation will be listed on the licensed professional's supplemental contract.
5. Those receiving Licensed Professional Leadership Supplementals pay will be placed on the leadership supplementary schedule and compensated at no less than the amount listed.
6. Supplemental contracts for Licensed Professional Leadership Supplementals in this article are not subject to the continuing contract statute and are reviewed annually.
7. Re-evaluation of positions and base weights for each Licensed Professional Leadership Supplemental shall occur annually.
8. Licensed professional supplemental positions are assigned based on the specific needs of individual schools to ensure appropriate support and coverage.

**Section B - Licensed Professional Leadership Supplementals Salary Schedule**

<b>SIZE OF DEPARTMENT / CERTIFICATED STAFF</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
2-4 Staff	0.03	\$1,296
5-6 Staff	0.04	\$1,728
7-8 Staff	0.05	\$2,160
9-10 Staff	0.06	\$2,592
11-12 Staff	0.07	\$3,024
13-14 Staff	0.08	\$3,456
15-16 Staff	0.09	\$3,888
17 + Staff	.10 or .03 + 1 hr	\$4,320.0 \$1,275 + 1 hr

**Early Learning**

<b>Position</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
Technology Chair (1 per building)	0.04	\$1,728
PDC Building Chair (1 per building) Chairs	0.02	\$864
SIT Chair (1 per building)	0.03	\$1,296
SIT Committee Members (3 per building)	0.02	\$864
Early Learning Teacher Lead (3 per building)	0.03	\$1,296



### Elementary

<b>Position</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
Language Arts Chair (1 per building)	0.03	\$1,296
Social Studies Chair (1 per building)	0.03	\$1,296
Science Chair (1 per building)	0.03	\$1,296
Math Chair (1 per building)	0.03	\$1,296
Technology Chair (1 per building)	0.04	\$1,728
PDC Building Chair (1 per building)	0.02	\$864
PBIS Chair (1 per building)	0.02	\$864
SIT Chair (1 per building)	0.03	\$1,296
SIT Committee Members (3 per building)	0.02	\$864
Vocal Music Instructor	0.04	\$1,728
Building Assessment Chair (1 per building)	0.01	\$432

### Middle School

<b>POSITION</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
Department Head - ELA (1 per building)	0.04	\$1,728
Department Head - Social Studies (1 per building)	0.04	\$1,728
Department Head - Science (1 per building)	0.04	\$1,728
Department Head - Math (1 per building)	0.04	\$1,728
Technology Chair (1 per building)	0.04	\$1,728
PDC Building Chair (2 per building)	0.02	\$864
SIT Chair (1 per building)	0.03	\$1,296
SIT Committee Members (3 per building)	0.02	\$864
Advisory Chair	0.04	\$1,728
Special Education Department Head - (1 per building) (including Para Coordinator)	0.06	\$2,592
Team Leader (7 per building)	0.04	\$1,728

### High School

<b>POSITION</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY</b>
PDC Building Chair (4-6 for MHS)	0.02	\$864
Advisory Chair	0.04	\$1,728
Advisory Committee Member (2 per grade level)	0.01	\$432
PLT Hour Lead (6 per building)	0.01	\$432
Department Head (Counseling and Health & Human Services)	0.09	\$3,888
Department Head (CTE)	0.1	\$4,320
Department Head (Health/PE)	0.07	\$3,024

Department Head (ELA)	0.1	\$4,320
Department Head (ESOL)	0.03	\$1,296
Department Head (Math)	0.1	\$4,320
Department Head (Performing Arts)	0.06	\$2,592
Department Head (Science)	0.09	\$3,888
Department Head (Social Studies)	0.08	\$3,456
Department Head (SPED) (including Para Coordinator)	0.16	\$6,912
Department Head (World Language)	0.05	\$2,160
Technology Chair (2 per building)	0.04	\$1,728
SIT Chair (4 per building)	0.03	\$1,296
SIT Committee Members (8 per building)	0.02	\$864
CTE Path Lead (approximately 15)	0.01	\$432

#### MVA

POSITION	PERCENTAGE OF BASE	SALARY
PDC Building Chair (1 per building)	0.02	\$864
Advisory Chair	0.04	\$1,728
SIT Chair	0.03	\$1,296
Team Leader	0.08	\$3,456

#### Special Education Related Services

POSITION	PERCENTAGE OF BASE	SALARY
Department Head-Speech Language Pathologists	0.1	\$4,320
Department Head-School Social Workers	0.1	\$4,320
Department Head-School Psychologists	0.05	\$2,160
Department Head-School Nurses	0.07	\$3,024

#### District Level

POSITION	PERCENTAGE OF BASE	SALARY
Elementary Vocal Music Chair	0.04	\$1,728
Elementary Art Chair	0.04	\$1,728
Elementary STEM Chair	0.04	\$1,728
Elementary PE Equipment Chair	0.04	\$1,728
Elementary PE Chair	0.04	\$1,728
PDC District Chair	0.03	\$1,296
Secondary Music Chair	0.04	\$1,728
District Program Special Ed Instructor	---	\$1,000
Elementary Library Media Specialist Chair	0.04	\$1,728
Elementary Grade Level Collaboration Chair (1 per grade)	0.02	\$864

Student supervisors will be reimbursed at the rate of \$12.00 per hour for hours as assigned.

Salary for supplemental positions may be shared if more than one person is appointed by the building principal or district administrator for the same position.

## **ARTICLE XV STUDENT ACTIVITY SUPPLEMENTARY SALARY SCHEDULE**

### Section A – Placement and Evaluation

1. All certificated/licensed employees shall be eligible for student activity supplementary pay positions.
2. Building principals will be responsible for the assignment of personnel for student activities and open positions will be made available to eligible certified/licensed employees.
3. Building principals will be responsible for the evaluations of personnel receiving student activity supplementary pay.
4. The specific duty and amount of compensation will be listed on the licensed professional's contract.
5. Those receiving supplementary pay will be placed on the student activity supplementary schedule and compensated at not less than the amount listed.
6. Supplemental contracts for Student Activity Supplementals in this article are not subject to the continuing contract statute and are reviewed annually.
7. Re-evaluation of factor and base weights for each student activity supplemental position shall occur annually.
8. Licensed professional supplemental positions are assigned based on the specific needs of individual schools to ensure appropriate support and coverage.

### Section B – New Student Activities

All proposals originating from the staff for new student activities shall be submitted in writing to the Supplementary Pay Review Board. Proposals approved by the Supplementary Pay Review Board shall be presented to the Board for approval and funding.

### Section C – Supplementary Pay Review Board

1. A Supplementary Pay Review Board shall meet in February to review the annual re-evaluation of factor and base weights assigned to each student activity and to hear appeals from any staff member regarding factor weighing of their or any other students activity supplemental pay position. The Board will determine which sports, as recommended by the High School Principal and Athletic Director, shall qualify for designation as eligible for additional points for "extraordinary community pressure."
2. Membership of the Supplemental Pay Review Board shall consist of at least eight (8) persons, appointed by the Superintendent, in consultation with the Association leadership, one from each curriculum level (elementary, middle school, senior high), the assistant superintendent in charge of personnel, high school activity director and secondary athletic directors. No person on the Review Board shall hold a supplementary pay position in the section of the agreement.
3. The Supplementary Pay Review Board shall prepare recommendations to the negotiating teams as part of the negotiation process by March 20<sup>th</sup> of each year.

**Section D – Student Activity Salary Schedule**

For information on calculation of points, see Appendix

**(\$43,200 Base)**

<b>POINTS</b>	<b>PERCENTAGE OF BASE</b>	<b>SALARY SCHEDULE</b>
0-15	.01	\$432
16-20	.02	\$864
21-25	.03	\$1,296
26-30	.04	\$1,728
31-35	.05	\$2,160
36-40	.06	\$2,592
41-45	.07	\$3,024
46-50	.08	\$3,456
51-55	.09	\$3,888
56-60	.10	\$4,320
61-65	.11	\$4,752
66-70	.12	\$5,184
71-75	.13	\$5,616
76-80	.14	\$6,048
81-85	.15	\$6,480
86-90	.16	\$6,912
91-95	.17	\$7,344
96+	.18	\$7,776

**Adjustments for Designated Sports w/Extraordinary Community Pressure**

100-105	.19	\$8,208
106-110	.20	\$8,640
111-115	.21	\$9,072
116-120	.22	\$9,504
121-125	.23	\$9,936
126-130	.24	\$10,368
131-135	.25	\$10,800
136-140	.26	\$11,232
141-145	.27	\$11,664
146-150	.28	\$12,096

**Section E – Assignments****ELEMENTARY**

<b>POSITION:</b> Intramural Sponsor	<b>NUMBER OF STAFF:</b> Varies	<b>Salary:</b> \$12.00 per hour
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**MANHATTAN HIGH SCHOOL**

<b>POSITION</b>	<b>NUMBER OF STAFF</b>	<b>POINTS</b>	<b>SALARY</b>
AFS Sponsor	1	40	\$2,592
Band – Director of Bands	1	101	\$8,208
Band – Associate Director of Bands	1	80	\$6,048
Band – Assistant Band Director	2	36	\$2,592

Band – Marching Band Instructor	1	31	\$2,160
Band – Director of Blue Notes	1	51	\$3,888
Baseball – Boys Head	1	77	\$6,048
Baseball – Assistant Varsity	1	43	\$3,024
Baseball – JV	1	57	\$4,320
Baseball – JV Assistant	1	22	\$1,296
Baseball – Freshman Head	1	43	\$3,024
Baseball – Freshman Assistant	1	33	\$2,160
Basketball – Boys Head	1	99+40	\$11,232
Basketball – Boys Head JV	1	77	\$6,048
Basketball – Boys Assistant	1	61	\$4,752
Basketball – Freshman Boys	1	63	\$4,752
Basketball – Freshman Assistant Boys	1	53	\$3,888
Basketball – Girls Head	1	99+40	\$11,232
Basketball – Girls Head JV	1	77	\$6,048
Basketball – Girls Assistant	1	61	\$4,752
Basketball – Freshman Girls Head	1	63	\$4,752
Basketball – Freshman Assistant Girls	1	53	\$3,888
Bowling – Head	1	54	\$3,888
Bowling – Assistant	1	41	\$3,024
Cheerleading – Head Varsity	1	87	\$6,912
Cheerleading – Assistant Varsity	1	73	\$5,616
Cheerleading – Head JV	1	49	\$3,456
Cheerleading – Assistant	2	43	\$3,024
Club Sponsor - Black Student Union	2	15	\$432
Club Sponsor – BPA	1	75	\$5,616
Club Sponsor – FCCLA	1	79	\$6,048
Club Sponsor – FFA	2	66	\$5,184
Club Sponsor – World Language	3	15	\$432
Club Sponsor - FTA (Future Teachers of America)	1	11	\$432
Club Sponsor - Key Club	1	27	\$1,728
Club Sponsor –HOSA(Future Health Professionals	1	33	\$2,160
Club Sponsor – Model U.N.	1	21	\$1,296
Club Sponsor - National Honor Society	1	33	\$2,160

Club Sponsor – Robotics	1	61	\$4,752
Club Sponsor - Robotics Assistant	2	51	\$3,888
Club Sponsor – Science Olympiad	2	47	\$3,456
Club Sponsor – Skills USA	1	33	\$2,160
Club Sponsor – Thespians	1	51	\$3,888
Cross Country – Head	1	83	\$6,480
Cross Country – Assistant	2	43	\$3,024
Dance Team – Head	1	85	\$6,480
Dance Team – Assistant	1	73	\$5,616
Debate – Head	1	83	\$6,480
Debate/Forensics – Assistant	2	65	\$4,752
Distinguished Service Sponsor	1	48	\$3,456
Drama - Director of Theater	1	86	\$6,912
Drama – Assistant Director of Theater	1	47	\$3,456
Football – Head	1	99+50	\$12,096
Football – Head Varsity Assistant	1	87	\$6,912
Football – Assistant	8	84	\$6,480
Football – Freshman Head	1	84	\$6,480
Football – Freshman Assistant	3	49	\$3,456
Equipment Manager – stipend			\$1,200
Forensics – Head	1	83	\$6,480
Golf – Boys Head	1	53	\$3,888
Golf – Boys Assistant	1	43	\$3,024
Golf – Girls Head	1	53	\$3,888
Golf – Girls Assistant	1	43	\$3,024
Intramural Sponsor	Varies		\$12.00 per hr
Musical - Director/Producer	1	38	\$2,592
Musical - Orchestra Pit Director	1	28	\$1,728
Musical - Vocal Music Director	1	28	\$1,728
Orchestra – Director of Orchestra	1	86	\$6,912
Orchestra – Assistant Orchestra Director	1	31	\$2,160
Publications	1	79	\$6,048
Rezac Auditorium Technician	1	31	\$2,160
Scholar Bowl Sponsor	1	59	\$4,320

Scholar Bowl – Assistant	1	33	\$2,160
Soccer – Boys Head	1	87	\$6,912
Soccer – Boys Head JV	1	57	\$4,320
Soccer – Boys Assistant	1	43	\$3,024
Soccer – Girls Head	1	87	\$6,912
Soccer – Girls Head JV	1	57	\$4,320
Soccer - Girls Assistant	1	43	\$3,024
Softball – Head	1	77	\$6,048
Softball – Varsity Assistant	1	43	\$3,024
Softball – JV Head	1	47	\$3,456
Softball – JV Assistant	1	33	\$2,160
Softball – Freshman	1	43	\$3,024
STUCO – Head	1	50	\$3,456
STUCO – Grade Level Sponsor	4	31	\$2,160
Swimming – Boys Head	1	78	\$6,048
Swimming – Boys Assistant	1	43	\$3,024
Swimming – Boys Diving	1	43	\$3,024
Swimming – Girls Head	1	78	\$6,048
Swimming – Girls Assistant	1	43	\$3,024
Swimming – Girls Diving	1	43	\$3,024
Tennis – Boys Head	1	56	\$4,320
Tennis – Boys Assistant	1	43	\$3,024
Tennis – Girls Head	1	56	\$4,320
Tennis - Girls Assistant	1	43	\$3,024
Track – Head	1	99	\$7,776
Track – Head Assistant	1	61	\$4,752
Track – Assistant	7	56	\$4,320
Tribe – Head	1	54	\$3,888
Tribe – Assistant	1	41	\$3,024
Tribe – 2nd Assistant	1	26	\$1,728
Video Broadcasting	1	45	\$3,024
Vocal – Director of Vocal Music	1	86	\$6,912
Vocal – Assistant Vocal Director	1	31	\$2,160
Volleyball – Head	1	99+28	\$10,368

Volleyball – JV Head	1	53	\$3,888
Volleyball – Assistant	1	57	\$4,320
Volleyball – Freshman Head	1	45	\$3,024
Volleyball – Freshman Assistant	1	37	\$2,592
Weight Trainer	1	51	\$3,888
Wrestling - Head Boys/Girls	1	93+ 28	\$9,936
Wrestling – Head Assistant	1	62	\$4,752
Wrestling – Girls Assistant	1	47	\$3,456
Wrestling – JV Head Assistant	1	47	\$3,456
Wrestling – Assistant	2	43	\$3,024
Assistant Coach/Supervisor	Varies		Hourly rate

**MANHATTAN MIDDLE SCHOOL  
SUSAN B. ANTHONY  
DWIGHT D. EISENHOWER**

<b>POSITION</b>	<b>NUMBER OF STAFF</b>	<b>POINTS</b>	<b><i>SALARY</i></b>
Basketball – Boys Head	2	55	\$3,888
Basketball – Boys Assistant	6	47	\$3,456
Basketball – Girls Head	2	55	\$3,888
Basketball – Girls Assistant	6	47	\$3,456
Cheer	2	32	\$2,160
Cross Country – Head	2	52	\$3,888
Cross Country – Assistant	6	45	\$3,024
Drama/Drama Club	2	47	\$3,456
Football – Head	2	56	\$4,320
Football - Head Assistant	2	51	\$3,888
Football – Assistant	8	49	\$3,456
KAY (Kansas Association of Youth)	2	41	\$3,024
MS Music – Band	2	45	\$3,024
MS Music – Vocal	2	42	\$3,024
MS Orchestra	2	42	\$3,024
Publications	2	38	\$2,592
Scholars Bowl	2	37	\$2,592
STUCO	2	34	\$2,160
Tennis	2	42	\$3,024
Tennis – Assistant	2	38	\$2,592
Track	2	52	\$3,888
Track – Assistant	12	42	\$3,024
Volleyball - Head	2	50	\$3,456
Volleyball - Head Assistant	2	42	\$3,024
Volleyball – Assistant	4	37	\$2,592
Wrestling - Boys	2	53	\$3,888



Wrestling – Boys Assistant	2	46	\$3,456
Wrestling - Girls	2	53	\$3,888
Wrestling - Girls Assistant	2	46	\$3,456
Intramural Sponsor	Varies		\$12.00 per hr
Asst. Coach/Supervisor	Varies		Hourly rate

#### **ARTICLE XVI DISABILITY INSURANCE**

The Board of Education shall provide short-term disability income insurance for those licensed professionals who work at least twenty (20) hours per week and accrue sick leave. The short-term disability income insurance shall continue until the date when KPERS benefits begin but in no case shall continue longer than a total of 180 days including sick days.

#### **ARTICLE XVII MILEAGE REIMBURSEMENT**

The Board will pay the current federal rate for mileage reimbursement. Licensed professionals who are required to use their own vehicles to provide educational services to students and for approved district travel will be reimbursed per mile. Travel to sites for supplemental contract duties is not eligible for reimbursement.

#### **ARTICLE XVIII EDUCATIONAL ADVANCEMENT**

There shall be no restrictions upon the number of college hours taken by licensed professionals during the contract year, except as otherwise provided in this article. No college hours are to be taken during the school day as defined by Article VIII, Section B. Any time that college enrollment interferes with the licensed professional's assignment; the licensed professional will be required to withdraw from the course or courses. All college hours used for salary advancement are subject to Article XI, Section A, paragraph four (4) and must be approved by the Executive Director of Teaching and Learning and the Director of Human Resources.

#### **ARTICLE XIX LEAVES**

Family Medical Leave Act (FMLA) applies to all qualified leaves from July 1 to June 30 each year.

##### Section A – Sick Leaves

1. All leave provided to employees under this agreement must be utilized in either half or full day increments. Leave used will be rounded up to half or full day increments, without exception. An employee absence that is covered internally, i.e. without an internal or external paid substitute, will not result in leave being charged against the employee. Internal absence coverage must be arranged by the employee, approved by the building administrator and should not be for more than a period of one hour.
2. Each full-time certificated/licensed licensed professional shall be entitled to one day sick leave for each 17 days of contracted time and one day sick leave for any fraction thereof for personal illness or injury each year.
  - a) A certificated/licensed licensed professional employed less than full time shall be entitled to an equivalent amount of sick leave pro-rated on the percent of contracted time.
  - b) Days of such leave not used may accumulate to ninety (90) days.
3. Maternity Leave: Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities, and will be treated as such under the USD 383 employee sick leave plan.
4. At the beginning of each fiscal year the district will establish a leave pool consisting of 100 leave days. This pool is for the purpose of assisting licensed professionals who are experiencing crises, as described in Article XIX, Section B, 1,a & c, and have exhausted their sick and personal leave days. The pool is not renewable during a fiscal year, but may be administered by a committee composed of three (3)

administrators appointed by the Superintendent and three (3) licensed professionals appointed by the Association President. Maximum number of days the committee can issue at one time is ten (10) days and may be renewed twice. Unused leave at the end of the fiscal year will not be carried forward. The committee may grant leave with substitute pay deducted similar to Section C (all associated costs). The leave pool is not available to those eligible for disability pay.

#### Section B – Other Leave Chargeable to Sick Leave

1. Absences chargeable to accumulated sick leave (other than for personal illness or injury) may be for these following reasons and are subject to these limitations:
  - a) Illness or injury of a member of licensed professional's family.
  - b) Established holidays of recognized religious denominations or sects.
  - c) Bereavement leave.
  - d) Adoptive leave.
2. The Superintendent or their designee may at the Superintendent's discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it may be charged against either sick leave or personal leave at the Superintendent's discretion.

#### Section C – Leave with Substitute Pay Deducted

When a certificated/licensed professional during their first two years of district employment exhausts their accumulated sick leave and applies to the leave pool, thereafter only the minimum substitute's pay rate (for half or full day) will be deducted upon request to Human Resources, so long as the licensed professional is not being reimbursed under the provisions of Article XVI (disability insurance); provided that:

- a) After the total of eleven (11) school days with deduction of substitute's pay, full pay will be deducted.
- b) No more than three (3) days of deduction at the substitute rate will be allowed for family illness as described by Article XIX, Section B, paragraphs 1,a.
- c) This Section C is not applicable to leaves described under the Article XIX, Section B, paragraphs 1,b, 1,c, and 1,d.

#### Section D – Personal Leave

Each full-time certificated/licensed professional is granted two days of leave per year for personal business. Certificated/ licensed professionals less than full time shall be entitled to an equivalent amount of personal leave pro-rated on the percent of contracted time. A full-time certificated/licensed professional who completed the previous year with an accumulated sick leave of ninety (90) days will be awarded an additional day of personal leave. Days of such leave not used may accumulate to five (5) days. Said leave is subject to the following limitations:

1. Requests for personal leave must be submitted at least 24 hours in advance of the requested school day. If the leave request is made less than 24 hours in advance, the building administrator must be personally contacted before approval may be granted.
2. No more than five (5) percent of the certificated/licensed licensed professionals shall take personal leave on any one day.
3. Leave for personal business may not be taken during the contract days prior to the start of school, the first week of school, or the days before or after any regularly scheduled vacation period (Thanksgiving, Winter Recess, Spring Break) except where public transportation cancellations prevent timely reporting of duty. (Licensed professionals with at least 50 days of accumulated sick leave and 10 years of service to USD 383 may take earned personal leave before or after any regularly scheduled vacation period as long as substitutes are available.)
4. Leave for personal business may not be taken during state assessment testing days. Principals must approve any exceptions.
5. No more than five (5) percent of a building's certificated/licensed staff should use personal leave during the last week of school.
6. Licensed professionals who have unused personal leave days over and above their maximum accumulation (5 days) will be reimbursed \$100 per day for each day above the maximum accumulation. Payment for said personal days will be made in June.

7. The Superintendent or their designee may at their discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it shall be charged to personal leave. The request for such leave shall be in writing prior to said leave.

#### Section E – Personal/Sick Leave Exchange Benefit.

A certified/licensed licensed professional may exchange 2 sick days for 1 personal day after they have met the following criteria:

- 1) They must have exhausted all accumulated personal leave.
- 2) They must have reached non-probationary status (following three consecutive years) in the district or accumulated 20 sick days at the beginning of the contract year.

The licensed professional shall submit to the superintendent a request in writing (email acceptable), outlining the unforeseen need for additional day(s) of personal leave, not to exceed 3 additional days. This exchange must be approved by the superintendent or designee. Any additional personal leave days approved must be used for the dates granted and cannot be banked. Additional personal leave may only be combined with annual personal leave with prior approval of the superintendent or designee.

Example: If a certified/licensed licensed professional request of 3 personal days is granted, they would be exchanged for 6 sick leave days.

#### Section F – Part-time Leave of Absence

A full-time certificated/licensed licensed professional who has been employed in USD 383 for three (3) consecutive years may apply for a half-time assignment for family reasons or for academic study. This leave must be for a full academic year. Approval by the Board of Education upon recommendation by the Superintendent shall be for a period of one year. The Superintendent may, upon request, extend the leave up to one year. Upon approval, the half-time assignment shall be for one-half pay. Part-time leave, if qualifying under FMLA, will be granted pursuant to requirements of the Family and Medical Leave Act. Part-time leave and the leave granted under the regulations of FMLA will run concurrently.

Applications for a half-time assignment shall be effective at the beginning of a school year and shall be made on or before May 15 of the preceding school year.

#### Section G – Extended Leaves - Without Pay

Specific leaves may be granted for the following reasons:

1. Health Reasons. A licensed professional whose personal illness extends beyond accumulated sick leave may be granted a leave of absence up to one year without pay or increment. Request for such leave must be accompanied by a statement from a physician that such leave is necessary. Upon return, the licensed professional will be assigned to the same or a comparable position they held prior to such leave.
2. Extended leave will be granted pursuant to requirements of the Family and Medical Leave Act. The extended leave and the leave granted under the regulations of FMLA will run concurrently.
3. Military Leave. Military leave or alternate service as designated by Selective Service will be granted without pay to any licensed professional who is inducted into active military service. Upon return from such leave, the licensed professional will be placed on salary at the level which they would have achieved had such leave not been taken. Military leave is for one year at a time and the licensed professional must renew their leave each year thereafter for the duration of the military service.
4. Personal Leave of Absence without pay. Leaves of absence for personal reasons will be considered on an individual basis. To qualify for a personal leave of absence, a certificated/licensed licensed professional must have been employed for three (3) consecutive years. The personal leave of absence will be for one year provided approval is granted by the Board of Education upon recommendation by the Superintendent of Schools. Application for extended leaves which are to be effective at the beginning of a school year shall be made on or before May 15. Applications for extended leaves which are to be effective other than at the beginning of the school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, instructors shall still receive consideration of their application and extended leaves may be granted except when such leave would work a hardship on the school system. On application a general outline of the program must be submitted to the Superintendent of Schools. A certificated/licensed licensed

professional on approved leave will be reinstated at a salary level no lower than the salary they would have received if in regular employment. Additional sick leave or personal leave shall not be granted for the period of the leave. Licensed professionals must notify the Superintendent of Schools by March 15 of the ensuing year as to their plans for the following academic year. Upon return, the licensed professional will be assigned to the same or a comparable position that they held prior to such leave. The Superintendent may, upon request, extend the leave up to one year.

#### Section H – Leave Without Pay

A certificated/licensed licensed professional who is not on sick leave or personal business leave and is not at work and who desires a leave of absence shall request a leave of absence for a specific period of time. Such request shall be directed to the Superintendent of Schools or their designee in writing. Such leaves of absence may be granted for a specific period and it shall be the obligation of the certificated/licensed licensed professional to return to work or to request the leave to be extended at the expiration of said leave of absence. Any certificated/licensed licensed professional who fails to return at the expiration of a leave of absence may be terminated with ten (10) days' written notice. Leave without pay will be granted only under extreme situations when such leave is not covered by the conditions of this article.

#### Section I – General Provisions

1. Accrued sick leave is not payable to a licensed professional at termination under any circumstances except as described by Article XIII, Section C.
2. Any licensed professional absent for any period of time because of accident or injury, disregarding whether such injury was suffered within or outside the scope of employment, or for a period of more than five (5) working days to illness, may be required to submit a written statement from a physician stating they are physically able to return to duty. When requested, this statement is to be presented in person before the licensed professional returns to duty in order that the present state of convalescence can be discussed.
3. The Superintendent of Schools, with the approval of the Board of Education, may postpone the return to duty if they should conclude that the licensed professional is physically unable to perform their duties or if the licensed professional's condition is such that there would be a hazard of further injury.
4. The Board of Education may require a physical examination by a physician (a physician shall be a person licensed to practice medicine and surgery in the State of Kansas) if such is deemed necessary to make a proper conclusion as to the licensed professional's fitness to return to duty. The licensed professional may designate the physician and pay all costs or accept a Board-designated physician. If the licensed professional accepts a Board-designated physician, the cost of the physical will be paid by the Board.

#### Section J – Jury Duty

Licensed professionals receiving notice to serve jury duty and who request to be relieved and who do serve jury duty will receive their full salary in addition to any compensation from the court during the period of such service.

#### Section K – Legal Leave

Licensed professionals receiving a subpoena to testify in a USD 383 School District case and who request to be relieved and who testify in such case will receive full salary during the period required for testimony.

#### Section L – Personal Sick Leave Pool (PSLP)

The purpose of the PSLP is for assisting licensed professionals who are experiencing short term personal illness or injury and have exhausted their personal and sick days. PSLP may not be used for absences described in Article XIX Section B. PSLP may not be used if eligible short-term or long term disability.

These days cannot precede days applying for short-term disability. The pool days added to the request for application for short term disability.

PSLP Guidelines:

- The Leave Pool Committee will determine need and allocate days available.
- Requests will be considered by the Committee and granted at the Committee's discretion.
- The Committee will consider requests quarterly if days are available in the pool.
- A maximum of three (3) days may be granted to an individual during any one school year.

- All members of the bargaining unit are eligible to apply to the committee for available PSLP leave.
- The Committee has the authority to deny requests if a licensed professional has abused the privilege of utilization of the pool or has misrepresented the facts presented to the committee.
- The Committee is under no obligation to grant any request.
- PSLP days not utilized in one school year will roll over into the next school year.
- If the number of days in the pool rises to 50 at the end of a school year, no additional days will be added.
- Days shall be applied for and granted in ½ day increments.

#### **Donation of Days:**

By the first Friday in April, licensed professionals will be notified by Human Resources of the opportunity to donate personal days to the Personal Sick Leave Pool. Licensed professionals will have until the first Friday in May to donate days. The licensed professional will be required sign a form and return it to HR to be eligible to donate a day. Donations will be in increments of ½ day. Days donated to the pool will remain in the pool and may not be returned to the donor without application and action by the committee. Donated days are not eligible for payment under section D #5.

#### **Application for Days:**

Licensed professionals requesting leave from the PSLP may apply by submitting a written request for consideration to the Director of Human Resources. The request will be considered at the next meeting of the committee. The licensed professional will be notified in writing of the committee's decision.

## **ARTICLE XX PERSONNEL ASSIGNMENT AND TRANSFER**

### **Section A – Vacancies**

When a licensed professional vacancy arises, the vacancy shall be posted on the USD 383 Applicant Portal. Posting will be for a period of ten (10) calendar days before the position is filled. All new positions in USD 383 will be accompanied by a job description.

### **Section B – Assignments**

Before the beginning of each school year, or when a licensed professional is first hired after a school year has begun, each licensed professional shall be assigned to a position by the Superintendent subject to the approval of the Board. The Superintendent has complete discretion in making this assignment, and each licensed professional's assignment may, but need not be, the same as the prior year. In order to ensure that students are taught by licensed professionals within their areas of specialization, licensed professionals should not be assigned, except temporarily and as necessary, to subjects or grade levels or other classes outside the scope of their teaching certificates/licensures and/or their major or minor fields of study.

Current licensed professionals shall be notified in writing by the end of each school year of their assignment and program, including building schedule, hourly subject, and/or grade level for the ensuing year, unless such programs have not yet been ascertained. In this case, notice will be furnished to the licensed professional as soon as the assignment has been determined.

The Superintendent may change the assignment of a licensed professional through the tenth student attendance day of the ensuing year. Licensed professionals will be notified of this "reassignment" for the ensuing year as soon as such changes are made. No reassignment shall be made unless deemed necessary by the building administrator or at the licensed professional's request, subject to administrative approval.

After the tenth student attendance day of the ensuing year, the Superintendent may transfer a licensed professional to a different assignment ("transfer"), but only in case of an emergency or to prevent undue disruption of the instructional program.

After the first student attendance day of the ensuing year, the combining of two district courses offered during the same class period and taught by the same instructor or the combining of grade levels in the elementary classrooms shall occur only after consultation between the administration and the licensed professional involved.

### Section C – Involuntary Transfer/Assignment

When involuntary transfer of a licensed professional who has taught four or more continuous years in the district occurs, the following criteria will be considered by the administration:

- Needs of the district
- Needs of the building
- Written evaluation document
- Certification
- Experience in a position
- Qualifications

The administration makes the final determination of a licensed professional's involuntary transfer. In making its final involuntary transfer determination, the administration retains the authority to decide the importance of the aforementioned criteria or other criteria. The administration will consult with the licensed professional about the reason(s) for the involuntary transfer.

### Involuntary Assignment

Licensed professionals that are involuntarily moved to another building or classroom within eight (8) calendar days prior to the 1<sup>st</sup> day of class or after the 1<sup>st</sup> day of class for each grading period prior to the end of the school year, shall be compensated with a \$300 stipend, unless the movement to another building or classroom is needed because of school construction, renovation, or disaster.

### Section D – Liquidated Damages Waiver

If a current licensed professional is assigned to a different assignment than the prior year, then the liquidated damages discussed in Article XI, section I, shall be waived.

### Section E – Request for New Assignment or Reassignment

To be considered for a different initial assignment or reassignment, licensed professionals should submit a written request to the Human Resources Office.

## **ARTICLE XXI REDUCTION IN PERSONNEL**

When, in the judgment of the Board of Education, decline in enrollment, reduction of program, or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence, and qualifications of available staff to do the available work. If choice must be made between two or more staff members of equal skill, ability, competence, and qualifications to do the available work, contract renewal will be given to the staff member with the greater full-time continuous length of service in USD 383.

### **Preferred Eligibility**

Licensed professionals affected by staff reductions shall be placed on a preferential hiring list for a period of two (2) years. If there are two (2) or more persons on the list determined to be equally qualified for an available vacancy, preference shall be given to the person with the longest continuous service in the district (requiring a teaching certificate/ license).

Licensed professionals wishing reinstatement under the policy shall notify the Board in writing of their interest and availability every six (6) months after the termination date of their contract and of any change in their telephone number, address, and qualifications.

### **Recall**

Individuals who are included in a staff reduction shall be offered recall in reverse order of staff reduction to vacant positions which they are qualified to fill. The area of certification/licensure at the time of the reduction will be used to determine their eligibility for recall.

Recall will be initiated immediately upon the existence of a vacancy in the district. No new appointments shall be made by the Board while there are licensed professionals available who are qualified to fill the vacancy. No licensed professional will lose their recall rights if they secure other employment during the two (2) year recall period.

Any licensed professional reduced from staff shall be accorded recall rights unless they waive recall rights in writing, fails to accept recall to a position for which they are qualified, fails to respond within the (10) days to a recall notice sent to the latest address which they have furnished to the Board, or fails to report for duty in the accepted position. The name of such licensed professional shall be removed from the list and such licensed professional shall have no further recall rights.

Any licensed professional who is recalled shall regain all employment benefits to which they were entitled at the time of the staff reduction. However, no benefits may be accrued during the period of unemployment and the person shall be subject to all changes in employment conditions which have been made in the interim.

#### **Eligibility for Recall Limitations**

This Reduction of Personnel agreement shall apply only to those licensed professionals who have taught four or more continuous years in the district and who have not previously retired from USD 383.

### **ARTICLE XXII LICENSED PROFESSIONAL APPRAISAL PROCEDURES**

#### **Section A – Frequency**

The classroom teaching performance of every licensed professional in the first two (2) consecutive years of employment shall be evaluated at least two (2) times per year and every licensed professional during the third and fourth years of employment shall be evaluated at least one (1) time each year, and after the fourth year of employment every licensed professional shall be evaluated at least once in every three (3) years.

#### **Section B – Notification**

All licensed professionals who are being evaluated will be notified and will be told who their evaluator is by September 15. A meeting with the licensed professional's evaluator for procedural discussions will be scheduled no later than October 1. The objectives, procedures, schedule, methods and appeal procedures for licensed professional appraisal are printed in the District Licensed professional Appraisal Guidelines Manual.

#### **Section C – Procedures**

The Board of Education and the Association agree to the use of an evidence based evaluation process focusing on four (4) domains (**Planning/Preparation, Classroom Environment, Instruction, Professional Responsibilities**) as adapted by the USD 383 evaluation committee and approved by the Board of Education. The following methods may be used to collect evidence for

##### **Planning/Preparation & Professional Responsibilities**

- a) portfolio focused on the domains and/or
- b) ETS forms (teaching and class profiles and planning questions) to be filled out one time only. The administrator and licensed professional will complete the feedback form and reflection questions together during the post conference.
- c) documentation from National, State, Local, and Licensed professional Assessments or other indicators as deemed acceptable by licensed professional and administrator based on the licensed professional's goals as established at the beginning of the evaluation cycle.

**Classroom Environment and Instruction** domains will be documented by classroom observations.

#### **Section C-1 – Evaluation Conferences**

Results of the minimum number of evaluations provided in Section A above shall be in writing with a copy to be given to the licensed professional and shall be preceded by in-class observation of the licensed professional's performance.

The evaluator shall have a meeting with the licensed professional following the completion of the classroom observations and prior to submission of the written evaluation report to the district Human Resources Office.

The licensed professional shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in their personnel file if such is filed within two weeks of the evaluation conference.

#### Section D – Limitations

This article deals with procedures to be followed in the evaluation of the classroom teaching performance. Nothing in this article is to be construed as precluding evaluation of licensed professionals as deemed appropriate by the administration of the School District.

#### Section E – Right to Appeal

The Board of Education will follow the appeal procedures as described in the district Licensed professional Appraisal Guidelines for the duration of this agreement.

#### Section F – Licensed Professional Appraisal Documents

Supporting documents for the licensed professional appraisal process will be linked from both the Human Resources and Educator pages on the district website. These documents will be reviewed at the request of either party in the annual notice letter but will not count toward the item number restrictions.

### **ARTICLE XXIII STUDENT DISCIPLINE POLICY**

#### Section A – General

The maintenance of student discipline is the responsibility of the entire school staff.

#### Section B – Procedures

1. **Misbehavior and Referral of Student.** When, in the judgment of a licensed professional, a student requires referral to the principal and/or other professional personnel or specialists, they shall so inform their principal or immediate supervisor. Feedback shall be provided back to the licensed professional in a timely manner.
2. **Removal of Student from Classrooms.** When, in the judgment of a licensed professional, the presence of a student endangers other persons or property or substantially disrupts, impedes or interferes with the operation of the school, the licensed professional may remove or may request the administrator remove the student from the class. The licensed professional will instruct the student to report immediately to the appropriate supervisor or administrator. The licensed professional will advise the principal of the action and will, as soon as possible, furnish full particulars that led to the referral. Appropriate written records of such referrals shall be maintained by the principal and licensed professional.

The principal/immediate supervisor and licensed professional shall arrange in a timely manner for a conference which includes the principal or immediate supervisor, the licensed professional and other appropriate specialist(s), if applicable, to discuss the problem and determine appropriate steps for its resolution.

The administrator shall determine if an elementary student shall not be readmitted during a half day in which the student was removed and if a secondary student shall be readmitted into that licensed professional's class(es) during the day in which the student was removed unless, in the judgment of the administrator after consultation with the licensed professional, the student's return to class will not seriously disrupt the instructional program to the detriment of other students.

#### Section C – Emergency Safety Interventions

Licensed professionals are to follow state regulations for Emergency Safety Interventions (ESI). ESI is the use of seclusion or physical restraint when a student presents an immediate danger to self or others. Violent action that is destructive of property may necessitate the use of an ESI. The use of an ESI should be discontinued the moment the immediate danger has passed. Each incident of ESI is to be reported to the principal or designee.

### **ARTICLE XXIV SCHOOL BUILDING COMMITTEE**

#### Section A – Organization

A school building committee shall be organized at each school. In any building with enrollment of less than five hundred, the faculty will determine whether to be a committee of the whole or establish a building committee as



outlined herein. All faculty shall be entitled to vote on the proposal. In schools with enrollment of less than five hundred, the building committee will have three to five members plus the principal. In schools with enrollment of five hundred to one thousand, the building committee will have six to eight members plus the principal. In schools with enrollment greater than one thousand, the building committee will have eight to ten members plus the principal. The licensed professionals shall determine on or before October 1 the School Building Committee.

Committee members shall be elected on or before October 1 by and from the licensed professionals assigned to the buildings and shall serve until October 1 of the following year. Committee membership shall be reported by October 10 of each year to the Associate Superintendent in charge of personnel for official filing.

The principal shall be a member of the committee. Other members of the committee will be licensed professionals elected by the licensed professionals. Elections shall be conducted by the licensed professionals within each school. All licensed professionals within the school will be eligible to vote for members of the committee regardless of membership in the Association. The principal shall provide the School Building Committee with secretarial services as may be available.

#### Section B – Purpose

The purpose of the committee shall be to identify problems at the building level and to arrive at acceptable solutions to:

1. Problems relating to rules, procedures, policies, safety, and security of students and licensed professionals within the building.
2. Personnel problems within the building unless such problems are personal in nature.
3. Attendance at programs developed by the School Building Committee designed for parent, student and community patron involvement shall be voluntary or mandatory as determined by the School Building Committee. Any action requiring a vote may be by secret ballot. Ballots will be tallied by the chairperson and the principal. Results of the vote will be included in committee minutes.

#### Section C – General Rules

The committee is required to have at least one meeting per semester.

Any licensed professional may submit to any committee member in their building a written statement of a problem for discussion by the committee.

Upon receipt of such items by a committee member, the committee member shall place the same on the agenda for the next meeting.

Any committee member may place on the agenda any item they believe is appropriate, including formal requests by another instructor.

The chairperson shall prepare an agenda which shall be available to the staff before the committee meeting. The minutes will be distributed in the building within a reasonable time.

Problems that can be resolved at the building level will be so resolved. Problems that are contractual (NEA Manhattan - Ogden/Board of Education Agreement) and cannot be resolved may be referred to the grievance procedures outlined herein.

No provision of this Article is to be interpreted in a fashion that would abridge the rights of any individual as established in this policy or the statutory rights or responsibilities of the Superintendent or the Board.

## **ARTICLE XXV CLASS SIZE REVIEW**

#### Section A – General Purposes

The parties agree that it is desirable to maintain class size at a reasonable level.

#### Section B – Class Size Review

In order to provide the licensed professional with a process to request that the administration review a class size situation which the licensed professional considers to be educationally unsound and/or unsafe, the parties have established the following process:

1. Building Level. The licensed professional confers with their principal regarding the problem. Following this initial conference the licensed professional may initiate, in writing, Article XXV Class Size Review. The licensed professional shall allow the principal five (5) contract days to seek and document the exploration of possible solutions. Possible solutions could include, but are not limited to:
    - Staffing
    - Transfers
    - Scheduling changes
    - Exploring classroom management strategies
    - Consulting a committee/building team (An additional 5 days will be allotted, if a committee is consulted.)
  2. Within the 5 to 10 day period, the licensed professional and principal will have a follow up meeting to discuss the recommendations of the principal and/or teams and develop a plan of action.
  3. The licensed professional will implement the plan of action for 10 student contact days, after which the licensed professional and principal will share documentation and discuss/analyze the results of the plan.
  4. District Level: Should the licensed professional deem the plan ineffective after the 10 days of implementation, the licensed professional may have the matter referred to the appropriate District Class Size Review Committee by notifying the Superintendent in writing. The Superintendent will notify the Class Size Review Committee by the end of the next business day.
  5. District Level. There shall be two standing District Class Size Review Committees. One committee shall be comprised of professionals knowledgeable about elementary class size problems, and one committee shall be comprised of professionals knowledgeable about secondary school class size problems. Each committee shall consist of three (3) licensed professionals appointed by the Association President and three (3) administrators appointed by the Superintendent. Each committee will act upon any matter referred to it by the licensed professional. All documentation regarding this matter will be provided to the District Class Size Committee.
- After studying any matter referred to it by the licensed professional, the District Class Size Review Committee shall make a written report and recommendation to the Superintendent. The District Class Size Review Committee shall include in its study, the report and recommendation of the licensed professional, the response by the building principal, and such other matters as it deems appropriate. The District Class Size Review Committee shall have 7 contract days to file their written report and give a recommendation to the Superintendent.
6. The Superintendent shall respond in writing to the report and recommendation of the District Class Size Review Committee within seven (7) contract days after receipt. The Superintendent's response will set forth those proposed or already implemented steps designed to meet the recommendations of the District Class Size Review Committee. If any recommendation of the Committee is not deemed feasible by the Superintendent, they will include in their response all reasons why the recommendation will not be implemented. Copies of the Superintendent's response will be distributed to the members of the appropriate Class Size Review Committee, the principal, the licensed professional who referred the matter, and to the Association.

## **ARTICLE XXVI PROFESSIONAL DEVELOPMENT**

There shall be a district Professional Development Council. The council will include K-12 licensed professionals. The purpose of the council shall be to implement the goals specified in the Kansas Professional Development Plan. All professional development, including all college courses, must be submitted for approval to the Professional Development Council.

## **ARTICLE XXVII**

## **GRIEVANCE PROCEDURE**

### Section A – Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

### Section B – General Provision

1. Every licensed professional covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. Failure of a licensed professional (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by a grieving licensed professional shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving licensed professional of the teaching staff.
4. The fact that a grievance is raised by a licensed professional, regardless of its ultimate disposition, shall not be recorded in the licensed professional's personnel file or in any file or record utilized in the promotion process, nor shall such fact be used in any recommendations for job placement; nor shall a licensed professional be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
5. Conferences held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The Association shall have the right to be present at each stage of the grievance procedure. Every effort shall be made to hold such conference at a mutually agreeable time.
6. No matter shall be entertained as a grievance hereunder unless it is raised with the party within twenty (20) days after the occurrence of the event giving rise to the alleged grievance.
7. If the Association or any licensed professional files any claim or complaint in any form other than under the grievance procedure of this agreement, then the USD 383 shall not be required to process the same claim or set of facts through the grievance procedure.

### Section C – Procedure

1. First step. An attempt will be made to resolve any grievance in informal, verbal discussion between complainant and their principal.
2. Second Step. If the grievance cannot be resolved informally, the aggrieved licensed professional shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The grievance shall note the specific clause or clauses of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be written within twenty (20) days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the licensed professional within ten (10) days after receipt of the grievance.
3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved licensed professional shall file, within five (5) days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten days after such written grievance is filed, the aggrieved and the Superintendent or their designee shall meet to resolve the grievance. The Superintendent or their designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the licensed professional and the principal.
4. Fourth Step. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved licensed professional shall file within five (5) days of the Superintendent's written decision at the third step, a copy of the grievance with the Board of Education. Within twenty (20) days after such written grievance is filed, the aggrieved and the Board of Education shall meet to resolve the

grievance. The Board of Education shall file an answer within twenty (20) days of the fourth step grieving meeting and communicate it in writing to the licensed professional, principal, and Superintendent.

5. Fifth Step. If the grievance is not resolved satisfactorily at Step 4, there shall be available a fifth step of binding arbitration. The Association may submit a request in writing on behalf of the Association and the grieving licensed professional to the Superintendent within thirty (30) days from receipt of the Step 4 answer to enter into such arbitration. The arbitration proceeding shall be conducted by the Arbitrator who is selected by the two parties within seven (7) days; the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties in interest.

Expense for the Arbitrator's service shall be borne equally by the School District and the Association. The Arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. Their authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by USD 383 and the Association and their decision must be based solely and only upon their interpretation of the meaning or application of the expressed relevant language of the Agreement.

#### Section D – Procedures for Certain Grievances Which Are Not Under the Jurisdiction of the Principal

Any grievance based upon the action of authority higher than the principal shall be initiated directly with the Superintendent of Schools. The general procedures relating to the appropriate step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

### **ARTICLE XXVIII**

#### **ATHLETIC EVENT/ACTIVITY PASS**

Licensed professionals may use their USD 383 ID badge as their pass to Manhattan High School, Susan B. Anthony Middle School and Dwight D. Eisenhower Middle School athletic events and activities excluding KSHSAA postseason events and fundraisers such as Variety Show, Musical, Holiday Gala, MHS Pageant, and Battle of the Bands.

### **ARTICLE XXIX**

#### **INTELLECTUAL PROPERTY**

The District supports and encourages creativity. It is hoped that the intellectual property created by licensed professionals will be shared with other district licensed professionals for the benefit of students.

The property right of licensed professional generated materials created for classrooms shall belong solely to the licensed professionals having produced said materials only if said materials are generated outside of school time, without any financial assistance, or other district resources. If the licensed professional generated materials are produced on school time, with financial assistance, and/or with district resources, co-ownership will result. (A waiver may be applicable in special circumstances.)

### **ARTICLE XXX**

#### **ASSOCIATION PRIVILEGES**

#### Section A – Payroll Deductions

The Board of Education will provide payroll deductions subject to space available on deduction statements.

#### Section B – Dues Deduction

The Board agrees to deduct membership dues pro rata from each paycheck of any of its licensed professionals who are members of NEA Manhattan - Ogden providing the following items have been met:

1. Authorization for payroll dues deductions may be made on a semi-annual basis on or before September 15, of the first semester, and on or before February 1, of the second semester. The authorization shall be an individually signed form authorizing such deduction.
2. The authorization may be cancelled by a member at any time by giving the Board written notice at least twenty (20) days prior to the cancellation date. The cancellation shall be effective on the first of

the month following the receipt of notice to cancel; the district business office shall notify the Association and member in writing that deductions have been stopped.

3. No deduction shall be made from any licensed professional's salary without written permission.
4. It is understood that the Association assumes full responsibility for any error that may be made in authorizing membership dues deduction and the Association agrees to reimburse any licensed professional for any money found to be wrongfully or illegally withheld pursuant to this provision.

#### Section C – Association Meetings

The Board authorized the Association to pay substitute expense for members to attend Association meetings or to promote Association activities if the aggregate does not exceed forty (40) days per year.

#### Section D – NEA Manhattan - Ogden Business Meetings - Use of facilities

The Association may use school facilities without charge with the following restrictions:

1. Meetings must be scheduled through the building principal.
2. The meeting times must be such that custodial time is not affected.

#### Section E – Association Notices and Communiqués

The Association will provide bulletin board space to post materials dealing with Association business within the school office or licensed professionals' work area. Classrooms or other areas of the school shall not be used for posting Association materials, etc.

The Association may use the intra-school mail service to distribute Association materials, except when the materials are for the purpose of influencing a "partisan" political election.

The Association may use e-mail for Association communication. E-mail shall not be used for active recruitment of new members. The Association President will have access to the Certified Staff email group and have their email recipient limit raised above the number of employed certified staff within the district.

### **ARTICLE XXXI VIRTUAL SCHOOL**

Both the Board and the Association recognize that licensed professionals in a virtual school setting often work different hours and on a different schedule from traditional classroom licensed professionals. In order to organize Manhattan's virtual school, Article XXXI represents an understanding between the Board and Association outlining the virtual school's licensed professionals' conditions of employment.

#### Definitions:

Small Class: a one course preparation with 10 or less students and to be compensated on the small class protocol.  
MVA: Manhattan Virtual Academy

#### Compensation:

Virtual licensed professionals will be placed on the district's salary schedule. Secondary licensed professional pay will be based on the MVA Licensed Professional Compensation Secondary Matrix unless small class protocol applies.

Small Class Protocols – for a singleton class of 1-10 students - Supplemental Pay

Due to the necessity of offering a large number of courses, small classes will be necessary. In order to make small classes possible during the agreement, some exceptions need to be made in traditional payment methods. Small classes will be paid based on a small class protocol supplemental contract.

Licensed professionals teaching a MVA small class will be paid as follows:

1. Licensed professionals of small classes will be paid a \$200.00 "set-up fee" for each class assigned each semester.
2. Licensed professionals of small classes will be paid based on quarterly enrollment determined by the number of students enrolled in the course at the end of each quarter. Licensed professionals of small classes will be paid \$110.00 per enrolled active student on the last day of the academic quarter per academic quarter. The payment will be made in lump sum after the end of each academic quarter.

No full time licensed professional in a traditional class setting will be assigned to teach a virtual class or be required to use virtual course content within their traditional classroom setting for Manhattan Virtual Academy.

Full time USD 383 Licensed professionals may also teach part time for the virtual academy using small class protocol or MVA Licensed Professional Compensation Secondary Matrix as a supplemental contract, not as an overload.

A licensed professional employed part time by USD 383 may teach classes for MVA as outlined on the MVA Licensed Professional Compensation Secondary Matrix or small class protocol.

**Schedule:**

Virtual licensed professionals may have hours and duties different from a traditional teaching assignment.

Virtual licensed professionals will be responsible for licensed professional duties as described in the negotiated agreement as closely as practical. The Board and the Association recognize virtual teaching assignments are different from traditional teaching assignments and that some level of flexibility in Agreement requirements may be necessary. Issues will be identified and addressed as necessary by members of the Board and the Association teams.

Virtual school licensed professionals schedule will follow the length of contract outlined in Article VI and be organized to meet the needs of the virtual school.

**Other:**

Virtual licensed professionals working from home must provide their own reliable high speed internet connection.

Evaluations will be conducted according to the negotiated agreement and Licensed professional evaluation guidelines. Observations may be through on-line courses, live and recorded virtual sessions, email communications, and any other technology tools utilized within the virtual school.

Article XXV Class size review standards for traditional classes will not apply to the virtual school.

Virtual special education students may be placed on the caseload of USD 383 special education licensed professionals.

<b>MVA Licensed Professional Compensation Secondary Matrix</b>											
<b>Number of Preps</b>	<b>Number of Students</b>										
		<b>11 - 30</b>	<b>31 - 50</b>	<b>51 - 70</b>	<b>71 - 90</b>	<b>91 - 110</b>	<b>111 - 130</b>	<b>131 - 150</b>	<b>151 - 170</b>	<b>171 - 190</b>	<b>191 - 210</b>
	<b>10</b>	0.5	0.6	0.6	0.7	1	1	1	1	1	1
	<b>9</b>	0.4	0.5	0.6	0.7	0.8	1	1	1	1	1
	<b>8</b>	0.4	0.5	0.5	0.6	0.8	0.8	1	1	1	1
	<b>7</b>	0.3	0.4	0.5	0.6	0.7	0.8	1	1	1	1
	<b>6</b>	0.3	0.4	0.4	0.5	0.6	0.7	0.8	1	1	1
	<b>5</b>	0.3	0.3	0.4	0.5	0.6	0.7	0.7	1	1	1
	<b>4</b>	0.3	0.3	0.3	0.4	0.5	0.6	0.7	0.8	1	1
	<b>3</b>	0.2	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.8	1
	<b>2</b>	0.2	0.2	0.2	0.3	0.4	0.5	0.6	0.7	0.8	1
	<b>1</b>	0.1	0.2	0.2	0.3	0.4	0.5	0.6	0.7	0.8	1

**ARTICLE XXXII**  
**LICENSED PROFESSIONAL DUE PROCESS**

Whenever a licensed professional who has taught four or more continuous years in the district is given written notice of the board's intention to not renew or terminate the licensed professional's contract, the notice shall include a statement of the reason/s for the proposed nonrenewal or termination; and a statement that the licensed professional may request a meeting with the board by filing a written request with the Clerk of the Board within 10 days from the date of receipt of the written statement of intention of nonrenewal or termination of a contract.

The board shall hold such meeting within 21 days after the filing of the licensed professional's request. The meeting provided for under this section shall be held in executive session. The superintendent, assistant superintendent, principal/supervisor/director may be present in the executive session. The licensed professional may have a local Association representative present in the executive session. The Association representative may speak on behalf of the licensed professional. Neither the licensed professional nor the board shall have the right to have legal counsel present. The licensed professional shall be afforded an opportunity to respond to the administration's reason or reasons. Within 21 days after the meeting, the board shall reconsider the reason or reasons for nonrenewal or termination and shall make a final decision as to the matter.

The same hearing right shall be available to licensed professionals who have taught less than four continuous years in the district and who have been noticed of intent to terminate a current contract before its expiration.

This article does not apply to a licensed professional who is noticed for nonrenewal and does not meet the above criteria of teaching four or more continuous years in the district.

The timeline for the meeting with the Board and for Board final action may be extended by mutual written consent.

**ARTICLE XXXIII**  
**UNFORSEEN CIRCUMSTANCES**

In the event unforeseen circumstances would develop, that would not allow the District to operate under normal conditions for an extended amount of time, the District and the Association would work together to find solutions to adapt the negotiated agreement to meet the ongoing needs of the district through a Labor Management Committee.

A Labor Management Committee will be established of parties from both the Association and BOE/district administration. The Labor Management Committee would develop a Memorandum of Understanding (MOU) to address any needed adjustments to the current negotiated agreement. The Labor Management Committee would also serve to mediate issues that might arise that are not clearly covered in the negotiated agreement or the MOU. Either party may request to convene the Labor Management Committee during the time frame when normal operations are not possible to adjust language in the MOU, clarify expectations, and meet requirements set forth by governmental entities.

**ARTICLE XXXIV**  
**PUBLICATION OF AGREEMENT**

This Agreement shall be published on the District's website. If the Board and the Association agree to provide all licensed professionals with a paper copy of this Agreement, the cost shall be shared. Following tentative agreement by both parties, a draft with the current year's edits will be made available on the district's website pending final publication.

**ARTICLE XXXV**  
**DURATION OF AGREEMENT**

This agreement shall be effective, except whereby expressly stated to the contrary, as of July 1 of the fiscal year and shall continue in effect until June 30 of the same fiscal year. Proposals for incorporation in subsequent agreements shall be developed by the parties and filed as provided by Kansas statute.

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING**

#### **ARTICLE II - DEFINITION**

For 2025-2026 Agreement definition, "BCBS Plan with Bay Bridge Gap Plan \$2000 benefit" shall substitute for the term "low option" to describe the Board funded Health Insurance Plan.

This letter of understanding becomes null and void June 30, 2026.

### **LETTER OF UNDERSTANDING**

#### **ARTICLE VI – LENGTH OF CONTRACT**

For the 2025-26 school year, Special Education licensed professionals who are employed full-time shall complete 17.5 hours (excluding lunch) of additional time to fulfill 2.5 extended contract days. The 17.5 hours (excluding lunch) are expected to be completed outside of the normal school day between July 1<sup>st</sup> of the contract year and no later than the last Friday in April. These additional hours shall be documented and submitted to the Special Education Director or their designee no later than the last Friday of April of the contract year. Up to 7 hours (excluding lunch) of this time is required for special education director led meetings and activities. The following activities can be documented to fulfill the remaining time requirements: Hiring paraeducators, Training paraeducators, Special Education paperwork to include Medicaid billing, IEP documentation, passports, scheduling, and/or other related activities.

This letter of understanding becomes null and void June 30, 2026.

### **LETTER OF UNDERSTANDING**

#### **ARTICLE XII - HEALTH INSURANCE**

##### Section A – Board's Premium Contribution

The Board of Education will pay for the single low option plan, as defined in LOU Article II, in the amount of \$731.69 per month for 2025-26. A licensed professional who enrolls in the High Deductible Health Plan (HDHP) may apply the balance to pay for an employee/child, an employee/spouse, a family plan or an allowable health savings account as defined by the IRS.

##### Section B – Supplemental Insurance Option

For eligible licensed professionals not participating in a district offered health insurance benefit option, the Board will fund the full cost of the supplemental dental and vision low option employee plans provided that:

(1) the employee voluntarily and in writing opts out of the health benefits coverage available under Article XII of this agreement and

(2) provides documentation to the District that the employee has other health insurance coverage that meets the minimum value and coverage requirements of the Affordable Care Act. This option is only available for eligible licensed professionals not participating in a district offered health insurance benefit outlined in Article XII.

This Letter of Understanding expires on June 30, 2026.

### **LETTER OF UNDERSTANDING**

#### **ARTICLE XIV - SUPPLEMENTARY SALARY SCHEDULE**

Section A: An extra assigned stipend will be given to the principal of each school to assign to specified supplementary positions for additional responsibilities. The money may also be used as an option to create new, one-year leadership positions. All assignments will be made in consultation with the building faculty. Assigned duties should be year-long leadership positions. Delegated funds will be contracted as salary. The discretionary site fund shall total \$16,500. Each of the thirteen schools will receive \$500 and the remainder will be pro-rated on the basis of full-time equivalency certificated staff. All assignments are to be made on or before October 15. Discretionary money will revert back to the general fund if the above deadline is not met.

The Human Resources Office will submit a written report which summarizes the utilization of the building allocation. The Board of Education and NEA Manhattan - Ogden will receive a copy by April 1 of the contract year.

Each elementary school will receive \$500 to be used for after-school student activities by licensed professionals at the discretion of the school principal.



Section B: During the 2025-2026 school year, both teams commit to a licensed professional leadership supplementals committee made up of district leaders and association members. The committee is tasked with reviewing possible language to help refine the position responsibilities and term length, reviewing position titles, and helping draft or revise language of supplemental leadership job descriptions to be used by principals and Human Resources. The committee will report back to both negotiation teams in spring 2026.

This Letter of Understanding expires on June 30, 2026.

## **APPENDIX**

### **STUDENT ACTIVITY AREA FACTORS AND BASE WEIGHTS**

<u>Area Factor</u>	<u>Base Weights</u>
1. Hours worked	6
2. Number of students supervised	4
3. Number of events	4
4. Community pressure	4
5. Value of equipment supplies and/or funds for which responsible	2
6. Number of adults supervised	2
<b>TOTAL</b>	<b>22PTS</b>

### **FACTOR WEIGHTS FOR STUDENT ACTIVITY SUPPLEMENTARY SALARY**

#### Factor Weighting - Hours

- 1 point = 1 hour - 50
- 2.5 points = 51 hours - 100
- 3.5 points = 101 hours - 200
- 4.5 points = 201 hours - 300
- 5.5 points = 301 hours - 400
- 7.5 points = 401 hours and above

#### Factor Weighting - # of Students

- 0 points = none
- 1 point = 1-10 students
- 2 points = 11-25 students
- 3 points = 26-50 students
- 4 points = 51 and above

#### Factor Weighting - # of Events

- 0 points = None
- 1point = 1-5 events
- 2 points = 6-10 events
- 3 points = 11-15 events
- 4 points = 16 and above

#### Factor Weighting - Equipment, Etc.

- 0 points = None
- 0.5 point = \$1 - \$500
- 1.0 points = \$501 - \$1,500
- 1.5 points = \$1,501 - \$3,000
- 2.0 points = \$3,001 - \$4,000
- 2.5 points = \$4,001 - \$5,000
- 3.0 points = \$5,001 and above

#### Factor Weighting - # of Adults

- 0 points = None
- 1 point = 1 assistant
- 2 points = 2 assistants
- 3 points = 3-5 assistants
- 4 points = 6 or more assistants

Factor Weighting - Community Pressure

- 0 points = None/Little
- 1 point = Some
- 2 points = Moderate
- 3 points = Significant
- 4 points = Considerable

Factor Weighting - Competitive Adjustment for Extraordinary Community Pressure

1. Average number of fans (crowd size)

- a. 4pts. = 400 fans
- b. 6pts. = 600 fans
- c. 8pts. = 800 fans
- d. 10pts. = 1000 fans

2. Program Budget

- a. 4pts. = \$ 5,000
- b. 6pts. = \$10,000
- c. 8pts. = \$15,000
- d. 10pts. = \$20,000

3. Revenue Generated

- a. 4pts. = \$5,000
- b. 6pts. = \$10,000
- c. 8pts. = \$15,000
- d. 10pts. = \$20,000

4. Media Attention

- a. 4pts. = Moderate
- b. 6pts. = Significant
- c. 8pts. = Considerable
- d. 10pts. = Great

5. Excess Time for College Recruiters

- a. 4pts. = Moderate
- b. 6pts. = Significant
- c. 8pts. = Considerable
- d. 10pts. = Great

## DEFINITIONS

1. **Hours.** Student contact hours required beyond regular duty day. This category is defined to include those hours when the advisor/coach is in direct contact with students on a regular basis and includes practice time, dressing time, performance time and travel time.
2. **Number of Students.** The number of students to be considered represents the average number of student participants involved during the midpoint of the sport or activity season. For those activities where a head coach or sponsor has assistants, the total number of students will be divided by the total number of sponsors to determine the number of students credited each sponsor. For example, if a head sponsor has three assistants, dealing with 100 students, each sponsor would be credited with 25 students ( $100/4 = 25$ ). In the case of non-athletic activities that do not meet on a daily basis, only the officers will be counted toward the students total. The uniqueness of several co-curricular activities inflates the student participant figure. As a result, large-group meetings at which the advisor acts primarily as a supervisor are not counted in the student total.
3. **Number of Events.** Defined as planned events scheduled beyond the regular duty day. Factor weightings are accorded only to the individual directly responsible for supervision of the event.
4. **Equipment.** Defined as value of equipment, supplies, and/or student funds pertaining to the co-curricular activity. All factor weighting for equipment, etc., responsibility shall be applied only to the head coach or advisor with the exception of football equipment manager.
5. **Number of Adults Supervised.** This category recognizes that some positions require the supervision of adults assigned to the activity. It does not include supervision of volunteer adults or student assistants.
6. **Community Pressure.** The category is a subjective one with factor weighting based on degree of public exposure and public expectation. Factors to be considered would include the estimate of the size of crowds, the probability of media coverage, and the public relations responsibilities required of the coach/advisor, all of which contribute to pressure on the individual. Community pressure weightings will only be applied to head sponsors or coaches, except that those individuals who are labeled as assistants but deal with independent groups (such as junior varsity basketball, freshman cheerleaders, etc.) shall be given credit for community pressures weightings where applicable.
7. **Competitive Adjustment for Extraordinary Community Pressure.** A limited number of sports may be designated for additional points when the High School Principal and Athletic Director submit a request to the Supplemental Pay Review Board with documentation indicating that “pressure” has gone beyond the top factor #4 for “considerable community pressure.” With the approval of the Supplemental Pay Review Board and the Negotiations Teams, additional points can be awarded based upon the following criteria: 1) Average Number of Fans in Attendance (Crowd Size), 2) Program Budget, 3) Revenue Generate, 4) Media Attention, and 5) Express Time for College Recruiters.
8. Any activity which is assigned exclusively during regular staff hours does not count in computing the point totals.