

Negotiated Agreement 2018-19

Inspiring all Students to Succeed



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THE AGREEMENT DOCUMENT

1. EFFECTIVE DATE

This agreement shall become effective July 1, 2018, having been ratified by a majority of the board and a majority of the professional employees of U.S.D. #257, Allen County, Kansas, excluding administrators.

2. DURATION OF AGREEMENT

This agreement shall continue in effect until June 30, 2019.

3. SUCCESSOR AGREEMENTS

Notice may be given by either party to negotiate a successor agreement and shall be given in accordance with KSA 72-5413 et seq. Negotiated articles not included in the notice of either party shall be considered a part of any successor agreement.

4. COPIES OF THE AGREEMENT

The Board of Education, District #257 agrees to provide a copy of the current Negotiated Agreement between Board of Education, USD # 257 and Iola-NEA to each building administrator and will place the current Negotiated Agreement on the district website no later than October 1 of each year.

5. NEGOTIATION PROCESS

The Board of Education and the Iola-NEA have agreed to utilize Interest-Based Bargaining (IBB) process beginning with the 1999-2000 bargaining session. This process will be ongoing until both parties mutually agree to change the process.

ARTICLE II: COMPENSATION

1. CONTRACT YEAR

The number of duty days in the basic duty year shall not exceed 178 school days.

2. WORK DAY

The normal duty day shall be 8 hours and 09 minutes including lunch period. The duty day may be extended, subject to provisions of Section 11, Article II, to include, but not limited to, open houses for attendance centers, special education staffing, and other required meetings as determined by the Board and the Administration. Each employee will attend one open house each year as part of the contract.

In addition, the Board reserves the right to vary the number of days and hours, or both, for individual attendance centers to accommodate construction schedules, remodeling projects, or other unforeseen changes in the normal school calendar. Staff in the impacted attendance center will be solicited for input into the schedule changes.

In the event that teachers are denied access to their classrooms due to over-the-summer building construction projects that extend into the five days prior to the first teacher contract day, student contact time for that building will not begin until the scheduled first full day for students.

3. CONTRACTUAL SALARY

A. Placement on Column

Each teacher shall be eligible for and shall receive the highest salary to which his/her highest degree and additional hours and experience entitle him/her under Board Policy.

B. Placement on Step

At the time of employment each teacher shall be placed in the highest numbered step for which he/she qualifies except as otherwise stated in Board policy. The teacher shall qualify for one step for each year of teaching experience. The teacher shall move to the next higher step for each subsequent year or major fraction thereof of teaching experience under a contract with the District, except as otherwise agreed.

C. Movement to New Column

Employees on the Teachers' Salary Schedule who advance from one column to another shall move to the corresponding eligible step on the higher column. For an employee to advance from one vertical column to another, he shall file suitable evidence of additional educational credit with the Superintendent no later than September 1 and pay adjustments shall be made at the beginning of the school year.

D. (In-service) Professional Development Points

Each teacher shall be eligible to use (in-service) professional development points for horizontal movement on the salary schedule. The equating of (in-service) professional development points for hours shall be the same as indicated in the District (in-service) professional development Plan (20 (in-service) professional development points = 1 college hour). Horizontal movement for (in-service) professional development points will be allowed on the same basis as the state certification regulations, i.e. "those with a BS must have half of the requirement in college hours and those with a MS may move horizontally with all (in-service) professional development points."

Each teacher will receive as soon as possible after receipt from Greenbush, a statement of their professional development points each fall.

Teachers new to the district with previous (in-service) professional development points will have their individual (in-service) professional development points transcript analyzed by the Professional Development Committee for determination of points relative to horizontal movement on the salary schedule.

E. Method of Payment.

1. Each employee shall be paid in twelve (12) nearly equal installments on the twentieth (20th) of each month. Employees shall normally receive their checks at their regular building of assignment. Should the 20th fall on a non-school day, checks shall be issued on the last school day prior to the 20th.

2. Summer checks may be drawn in full at the end of the school term or within 48 hours after the funds are available, if requested in writing to the Superintendent by April 1st. Summer checks shall be mailed to the address designated by the employee.

F. Salary Schedule

The salary schedule in Appendix A represents salary to be paid.

G. Benefits Computation Salary

For the purpose of computing early retirement benefits, the salary used shall be the salary schedule determined amount excluding supplemental salary(ies).

4. HEALTH INSURANCE BENEFIT

The Board of Education will pay up to an amount of **\$555.00** per month for 12 months (upon completion of the employees contract year) toward a single health insurance benefit on a use it or lose it basis for each teacher.

5. PAY FOR ACCUMULATED SICK LEAVE.

Payment for unused accumulated full pay sick leave for Unified School District Employees shall be paid under the following conditions:

I. With resignation due to retirement, disability, or death and employed by the district for **10 consecutive years**

II. With resignation for any reason other than above and employed by the district for **15 consecutive years.**

Under either condition, employees will be paid at the rate of 25% of 1/n (n= number of contract days) of their regular contract salary for teaching (excluding supplemental salary(ies) for each day of accumulated full pay sick leave (**maximum 70 days**). (**added 2018-19**)

Said personnel should give notice of their intent to resign by the legal notice date in order to receive this payment. Resignation for any reason other than disability or death after the legal notice date would cancel payment for accumulated sick leave.

6. WELLNESS BENEFIT (added 2018-19)

Once a teachers has a maximum accumulation of 70 sick days, any amount accrued beyond 70 days per year will be paid \$50.00 per day for those excess days. This payment will be issued with June payroll.

*****For the 2018-19 year, sick leave carry over in excess of 70 days and less than 90 days (maximum of 20 days) will be paid to a 403(b) retirement account at the rate of 50.00 per**

sick day not to exceed \$1000.00. This will be a one-time payment to ensure the maximum of sick leave accumulation is 70 days.

7. PLANNING TIME (added 2018-19)

Full-time certified classroom instructors at the high school and middle school shall have a planning time of at least 1 class period per day. Full-time certified classroom instructors at the elementary level shall have a minimum of 250 minutes of planning time per week with an intent of 60 minutes/day.

8. PAY FOR FILL-IN SUBSTITUTING/USE OF PLANNING TIME

There shall be payment for teachers who "fill-in" for another teacher at the request of their building principal according to the following schedule:

2018-19 \$15/hour

Pay shall be prorated for portions of an hour, but in no case for periods of less than (20) minutes.

Before planning time can be used for other activities, the teacher must be consulted in advance. There shall be payment for planning time used for other than planning by request of administration according to the 2002-03 rate of \$15.00 per hour. Pay shall be prorated for portions of an hour, but in no case for periods of less than twenty (20) minutes.

9. EXTENDED CONTRACTS

Extended contracts for instructional positions, stated in terms of additional days, may be issued by the Board of Education to teachers in positions where additional time would be of benefit to the district. These positions shall include, but not be limited to band instructor, counselor, librarian, home economics instructor, vocational agriculture instructor, head teacher, building trades instructor, and driver's education coordinator. The remuneration for extended contracts shall be at a daily rate computed by dividing the contracted teaching salary by the contractual number of days for the regular school term.

10. AFTER SCHOOL TUTORING AND SATURDAY SCHOOL

After School or Saturday Tutoring shall be compensated at no less than \$15/hour. Time sheets will be submitted to building principals for review and paid to the nearest 30 minute interval.

11. COMPENSATION FOR REQUIRED MEETINGS;

Compensation for required meetings shall be made at the professional rate of \$15.00 per hour. There shall be compensation for any meeting that extends the duty day beyond eight hours. Required meetings, administratively called, include:

1. PTA/PTO meetings required by building administrator and other "so-called" voluntary events, limited to two per year.
2. IEP Meetings
3. Faculty Meetings required by administrative staff.
4. Chapter I Family Night
5. Any other meetings scheduled by administration, otherwise attendance will not be required.

The following meetings are optional for pay or professional development points:

*See PDC Manual for clarification

1. Site Council
2. PDC Meetings (Excluding Officers)
3. QPA/OTE/NCA Meetings
4. S.I.T. Meetings
5. Scoring of State Assessments
6. Curriculum Committees

OTE/NCA meetings scheduled which require more than 1 hour 15 minutes participation in any given week shall be handled with release time for those committee members.

Buildings which are involved in the accreditation process for that current year shall schedule necessary release time that rotates teachers or committees as deemed appropriate by the committees and administrators involved.

12. COMPENSATION FOR EXTRA-DUTY ACTIVITIES

Compensation for extra duty activities will be at the rate of \$11.00 per hour for the actual length of time of the activity with a minimum \$15.00 compensation. Time sheets will be submitted to building principals for review and paid to the nearest 30 minute interval.

13. SUPPLEMENTAL CONTRACTS--COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Extra-curricular assignments shall be on a voluntary basis where there are satisfactory volunteers to staff the extra-curricular activities. Whenever satisfactory volunteers cannot be found, the Board of Education or its designated representative shall make such assignments as are necessary to insure adequate staffing of extra-curricular activities. Compensation for the duties will be based on a percentage of the base salary as determined on the current salary schedule.

For the purpose of computing early retirement benefits, the salary used shall be the salary schedule determined amount excluding supplemental salary(ies).

The current schedule of percentages is found in Appendix B. (updated 7/1/99)

14. SCORING STATE ASSESSMENTS

As a learning and collaborative effort, district professional development time will be provided for the scoring of required state and/or local performance assessments. Scoring will be completed by both the teachers administering the test and additional staff. Scoring will be conducted in compliance with State scoring guidelines. If allotted professional development time is insufficient, scoring will be completed using one or more of the following options as determined by the Professional Development Council (PDC), Administrative Council, and Teacher Advisory Council (TAC).

- A. On contract release time with a substitute provided by USD 257.
- B. On non-contract time at a rate of \$15/hour up to a total of \$50. Professional development points for any additional hours may be requested as outlined under Compensation for Required Meetings.

15. TEACHING SEVEN PERIODS AT THE SECONDARY LEVEL

Middle school or high school teachers who teach on their individual planning period will be compensated one/seventh (1/7) of the salary schedule base for the extra period subject to teacher approval.

16. COMPENSATION FOR SUMMER SCHOOL

Compensation for teaching Summer School shall be at a flat rate. This rate shall be determined by the following ratio: number of days in the summer prorated on an hourly basis

divided by the number of contract year days equals the rate which multiplied by the current base salary will equal the compensation for summer school. Payment shall be made at the end of each summer session. Payment is based on a six hour day.

ARTICLE III OTHER BENEFITS

1. SALARY REDUCTION AND DEDUCTION PROGRAMS

A. Employee Paid Salary Reduction Program

An employee paid salary reduction program will be maintained with a maximum in tax sheltered premiums as allowed by current Internal Revenue Service regulations.

Benefits under the salary reduction program shall include health insurance, dental insurance, cancer insurance, term life insurance, medical reimbursement, dependent child care and salary protection.

Election of benefits must be made to the District Office no later than September 1 of each year.

Participating teachers shall have representation on the district health insurance committee.

B. Professional Dues Deduction

Payroll deduction for professional dues to all levels of NEA shall be on a continuing basis. Once an employee authorizes payroll deduction of these dues, yearly notice of continuance shall not be necessary. In the event an employee wishes to terminate his or her membership in the Teachers' Association, he or she will notify the local association according to the terms of the payroll deduction form.

When a teacher modifies, alters or rescinds this authorization for payroll deductions from his or her salary, then the Association shall timely notify the employer in writing of this fact. "Timely notification" means that said notification in writing must be received by the employer from the Association no later than October 1st for each school year.

The Association shall indemnify and save harmless the employer from any and all claims, demands, suits, and costs incurred in connection with any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this agreement.

2. LEAVES

A. Leave of Absence Policy

Teachers may be granted an unpaid leave of absence, for good cause, as determined by the Board of Education, for a period of up to one year. The vacant position will be filled on a temporary basis for the period of time for which the leave is granted. The teacher will then be returned to his/her original position. Teachers may at the end of a year's leave of absence request a succeeding year's leave of absence. The BOE has the prerogative of granting or not granting this leave. If the BOE grants a successive leave, the vacant position will be filled on a temporary basis for the period of time for which the leave is granted. The teacher will then be returned to his/her original position. If a succeeding leave is denied, the teacher must decide whether to resign or return to his/her original teaching assignment. Notification for BOE and teacher shall coincide with the continuing contract dates as outlined in Kansas law.

In all cases, the Board's obligation is fulfilled when the position has been offered to the teacher (for which he/she is certified) and the teacher declines the position. The teacher must notify the Superintendent of Schools, in writing, by March 1st of the teacher's intent to return from a leave of absence. If notice is not received, the position will be filled by other means.

All requests for a leave of absence will be applied for in writing and submitted to the Superintendent. The teacher shall be notified in writing by the Superintendent as to the decision of the requestor. The teacher will provide the necessary contact information to the Central Office to receive such notification.

Such leave, if approved, shall be granted without pay for a period not to exceed one year. The teacher may continue to participate in the district's health insurance plan at the teacher's expense and be able to retrieve personal belongings from the classroom.

In the case of the returning teacher, such teacher will not be granted any experience credit from the time absent. No experience credit for movement on the salary schedule will be granted during this period. While on extended leave, the teacher shall retain all accumulated leave. However, no additional leave shall accrue during the extended leave of absence.

B. Sick Leave

There shall be no loss of salary by any employee for absence from work occasioned by his own illness, by serious illness or death in the immediate family; or by quarantine of the employee; until after the employee has been absent from work 10 days in any one year, or until after accumulated benefits herein provided have been absorbed.

Sick leave or disability leave shall be ten days per year accumulative to seventy (70) days. Each employee shall be awarded ten (10) days of sick leave on the first day said employee reports for duty each school year. The first day an employee is expected to be on duty will be reflected in his/her contract and will include enrollment and pre-school professional development activities. An employee shall use the full ten days for the current school year before any of the accumulated days are used. If more than the accumulated number of days are used the employee shall have deducted from pay, a fraction of his/her annual salary equal to 1/the current number of contracted days for that teacher. In case of extended disability, the employee may petition the Sick Leave Pool Committee.

In the case of death or serious illness, the term "extended family" may be understood to include not only father, mother, brother, sister, husband, wife, child, father or mother of the employee's spouse, grandchild, grandparents, daughter-in-law, son-in-law, brother-in-law, sister-in-law, cousin, niece, nephew, aunt, uncle, but also close friends and co-workers or any person living in the employee's household. Employees may take up to two (2) bereavement days without having them deducted from their total sick days. In the case of death of an immediate family member, employees may take up to three (3) bereavement days without having them deducted from their total sick days.

The Superintendent or his designate is to determine the attendance of employees at funerals in relation to sick leave policy and in relation to personal friends.

C. Sick Leave Pool

District 257 shall establish a sick leave pool. Days in the pool may be used in emergencies to supplement the sick leave of employees who have exhausted their accumulated sick leave.

Emergencies may include:

- A. Life threatening to the USD 257 teacher, spouse, child, parent(s), other immediate family member or
- B. Constitute a legitimate incapacitation of the USD 257 teacher, spouse, child, parent(s), or other immediate family member.

C. Bereavement leave for extended family members.

Employees wishing to utilize the sick leave pool may petition the sick leave pool committee in writing, along with medical documentation, and the committee would then either award the request, request additional information, or deny the request. The committee will be composed of one certified staff member from each attendance center in the district, selected by the Iola-NEA, and one Board of Education member.

The pool will be established from days contributed by faculty with a contribution limit of **two (2)** days per person per year provided that the contribution does not reduce an individual's accumulated sick leave below 30 days. Once contributed, these days belong to the pool and not to the individual. Days will accumulate in the pool. The number of days will be monitored by the Association with the assistance of central office personnel. The committee will request additional contributions once the pool's total days fall below 75.

Any teacher may donate to the sick leave pool in 2 day increments. The payroll clerk must be notified in writing of the contribution prior to June 30 of that year. Teachers leaving the district and not eligible for sick leave pay will forfeit their remaining sick days to the sick leave pool. The maximum number of days in the sick leave pool will be capped at 200. **(added 2018-19)**

D. Personal Leave

A maximum of two days of personal leave may be used by a teacher for any reason. If more than two days are used in any one year, the teacher shall have deducted from pay, a fraction of his/her annual salary equal to $1/n$, n = the current number of contracted days for that teacher.

Building principals shall review the personal leave requests to determine if such leave will have a greater-than-normal detrimental effect on the over-all operation of the school and/or welfare of the students. Such things as numbers of teachers already absent, school or class programs for the day, proximity to a weekend or vacation, or a teacher's past record of absenteeism will have a bearing on the decision.

Teachers who have remaining personal time at the end of school have two options:

- 1) receive pay for unused personal days at the rate of 100.00 per personal day (maximum of 4 days) rounded to the nearest $\frac{1}{2}$ day.
- 2) roll over up to 2 personal days to the next year. These days will not accumulate past 4 days in any given year. **(added 2018-19)**

E. Association Leave

Not more than fifteen school days may be used by certified employees with no loss in pay to attend either association meetings. Following is a list of association leave possibilities:

1. Salary conferences
2. Fall workshops for officers
3. Professional development conferences
4. Sectional Delegate conferences
5. State Representative Assembly
6. Reading Circle Committee meetings
7. Negotiation conferences
8. Board of Directors meetings
9. Association classroom teachers meetings.

Substitute teachers will be hired by the Board of Education. Requests for leave will require at least two (2) weeks' notice. No more than two (2) certified employees per building shall be eligible for association leave at one time. The restrictions may be waived by the building principal.

F. Professional Leave

Professional employees may be granted professional leave to attend with no loss in pay the following list of leave possibilities:

1. Subject area meetings
2. Other meetings that enhance professional development.

Substitute teachers will be hired by the Board of Education. Requests for leave will require at least two (2) weeks' notice. No more than two (2) certified employees per building shall be eligible for professional leave at one time. The restrictions may be waived by the building principal.

ARTICLE IV: RIGHTS AND RESPONSIBILITIES

1. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Certified Employees of Unified School District #257, Allen County, Kansas.

B. Definitions

1. "Grievance" shall mean any alleged violation, misapplication or misinterpretation of the negotiated agreement in effect between Iola-NEA and USD 257 or of board policy relating to the terms and conditions of professional services.

2. "Aggrieved Person" shall mean a certified employee of Unified School District #257 having a grievance.

3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

C. Procedures

General; - The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered a maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the aggrieved person and the person or persons by whom his grievance is being considered.

Level One; - The aggrieved person shall first take up his/her grievance with his/her principal or other immediate superior in a private informal conference(s). No grievance may be initiated more than 45 days after the alleged violation.

Level Two; - If the aggrieved person is dissatisfied with the outcome of the initial private conference(s), he may request in writing a formal conference with his principal. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days after the filing of the written request with the principal.

Level Three; - In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event that no decision is reached within ten (10) school

days after the presentation of the written request he may appeal the matter in writing to the Superintendent of schools.

If the aggrieved person appeals the grievance to the Superintendent, the Superintendent shall confer with the aggrieved person in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the Superintendent.

If the aggrieved person does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference at Level Two, the appeal of the grievance shall automatically be waived.

Level Four; - If the grievance is not adjusted to the satisfaction of the aggrieved person or if no decision is made thereafter within ten (10) school days after the date of the grievance was filed with the Superintendent the aggrieved person may appeal the grievance to the Board of Education for the purpose of adjustment of the grievance by submitting a written request to the Clerk of the board within ten (10) school days after the Superintendent has rendered a decision or after the expiration of said ten (10) days.

The Board of Education shall, within thirty (30) school days after receipt of the written request, meet and confer with the aggrieved person and render a decision to be submitted to the aggrieved person in writing.

D. Supplemental Conditions

1. All individuals involved and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.

2. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. After the disposition at Level Four, a copy of the grievance report form will be returned to the aggrieved person.

3. At level one, two, three, and four of the Grievance Procedure the aggrieved person shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel. The Principal or Supervisor shall be entitled to the same rights and out of courtesy, both parties shall notify the other as to who will be in attendance at the meeting.

4. All grievance hearings shall be confidential except as otherwise may be required by law.

5. It shall be the general practice of all parties to process the grievance at times which do not interfere with assigned duties.

6. It is the responsibility of the aggrieved person to utilize the procedure for adjusting grievances as soon as he is aware of a grievance.

7. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

8. The filing of a grievance after Level One shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance shall, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witnesses thereto.

9. The grievance report form shall be prepared and submitted in duplicate, one copy of which will be returned to the aggrieved person and the other copy will be forwarded to the next level, if and only if, the grievance is to be pursued.

10. See Appendix C for Grievance Report Form

2. SICK LEAVE NOTIFICATION

With the September pay check each teacher will have a statement as to his/her sick leave status (total days accumulated at the start of that school term.)

3. NOTIFICATION OF VACANCIES

The administration of USD #257 shall inform all members of the USD #257 teaching staff of all teaching, extracurricular, and administrative positions and vacancies as they occur. During the school year, such information shall be furnished to teachers by posting it in the faculty work room of each building and email. During the summer months, the Superintendent will use School Reach and email to notify staff of vacancies. A mailing will not be mailed out. This notification shall occur within forty-eight (48) hours of the Board's acceptance of the resignation or termination of the contract, or the creating of a new position. This notification shall occur before any applications for the vacancy or position are accepted and before anyone is asked to fill the position.

4. DUTY FREE LUNCH PERIOD

All teachers shall be given a minimum of 20 minutes for a duty-free lunch period unless they have a specific assignment for which they are compensated.

5. PROCEDURE FOR PROBATION OF CERTIFIED EMPLOYEES

All professional employees will normally be afforded the opportunity to correct any situation which might result in being placed on probation. This will be accomplished through the established evaluation procedures of the district.

The following procedure will be used to place a professional employee on probation.

A. The Superintendent of schools or his designated representative (i.e. building principal) may recommend to the Board of Education that an employee be placed on probation for not meeting minimum performance requirements.

B. Minimum performance standards are determined by board policy, negotiated agreement contract, the formal evaluation procedure, and other measurable behaviors required of professional employees.

C. The individual to be placed on probation will be afforded a critical evaluation in writing and all the necessary measures to remediate any unsatisfactory performance noted. The individual will be informed in writing that he/she will be recommended for probation to the Board. Both the individual and the Superintendent or his designated representative will determine a measurable manner and time in which to determine the amount of progress the individual makes.

D. The initial period for probation will be no less than the remainder of the semester. Probation will not be longer than two (2) years without the Board first reviewing all pertinent evidence pertaining to the probation including a written report by the Superintendent on the progress of the certified staff member to meet the conditions of probation. The individual will receive a copy of the written report within three (3) days of the meeting with the Superintendent. The Superintendent or his designated representative will make a continued effort to help the employee to improve job performance during the period of probation.

E. The employee may be recommended for non-renewal of contract or immediate termination if satisfactory performance during the probation period does not occur. Any employee placed on probation may have any supplemental contract immediately terminated. The employee's salary will be frozen at its current level if the employee's probation is to continue beyond the current year. The employee will not advance on the salary scale or receive an increase in salary or fringe benefits.

F. The employee has 15 days after being notified in writing of a recommendation for probation to request in writing a hearing before the Board of Education. The Board will grant all requests.

G. At the hearing, the employee shall have the right of the representation of his/her choice. The hearing will be held at the first regular school board meeting occurring more than three (3) days after the request. This hearing may be held in either open or closed session at the employee's request and at the option of the school board. It may be held at a special meeting of the Board.

H. The Board of Education shall make a decision on the proposed action within forty-eight (48) hours following the hearing. The Superintendent or designated representative will notify the employee of the outcome of the hearing in writing.

I. Should the recommendation for probation be withdrawn as a result of any hearing, the employee shall be reinstated to all rights and privileges of his/her employment as if no probation notice had been served.

J. The employee retains all rights to litigation afforded by law. The employer retains the right to enforce any employment provision or contractual condition, and all rights afforded by statutes of Kansas.

K. This procedure applies to non-probationary teachers only.

L. When an employee is removed from probationary status at the end of the first semester, he/she will be placed on the salary schedule step where they would have been without the probationary status and will receive the same fringe benefits as the other teachers beginning with the second semester.

If the probationary status is not removed until the second semester the teacher will continue on the probationary salary until the end of that school year. The following year after the probationary status has been removed, the teacher shall be placed one step above their probationary step on the new salary schedule.

M. The administration may recommend probation for any employee failing to render good behavior and efficient and competent service. Such a recommendation shall prove all due process rights afforded employees by this section.

6. DRUG POLICY

Iola-NEA and the Board of Education agree to add to the existing drug free schools policy (GAOB R-1) a notation to refer to the policies regarding tobacco and tobacco products (GBRAB and GBRAB-R) to clarify that the drug free policy does not pertain to use of these products.

7. PARAPROFESSIONAL UTILIZATION

Subject to administrative approval, certified staff at the elementary level may be relieved of bus, playground, door, and hall duties by the utilization of paraprofessionals. The relief will be as follows: McKinley - 2 person-hours per day. Lincoln and Jefferson - 2 1/2 person-hours per day.

8. BOARD'S RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of U.S.D. #257 by the Board of Education which are not specifically limited by the express language of this agreement are retained by the board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

9. RIGHT TO RESPOND

At any time that a charge is made against a certified staff member which appears to merit inclusion in that staff member's personnel file, that staff member shall have the opportunity to file a written response prior to that inclusion and that response shall be filed along with the charge if the decision is made to make such an inclusion.

10. PROFESSIONAL STAFF APPRAISAL

A. Preamble

The Association and Board agree that cooperation and input from the Board, Association, Staff, and Community Patrons are important in the development of general evaluation criteria and procedures. Evaluation criteria shall be first approved by the Board. Evaluation procedures, instruments, and implementation shall be negotiated. A newly revised document was approved in the 19992000 and revised during the 20042005 Interest Based Bargaining (IBB) sessions.

In adherence to Kansas Statutes regarding educator evaluations, student performance for teacher evaluation and other requirements was agreed upon that our McRel Evaluation System in USD #257 be adopted in the 20142015 school year, and be continued through 201617. Student growth measures are no longer required, due to KSDE changes. Professional development goals will

align to support student performance and its measurement. The evaluation procedure in accordance with state statute K.S.A. 729003 will be implemented with fidelity. Levels of support will be added to assist teachers with the transition of the McRel tool. Items B through F will remain in effect and reviewed by evaluation committee to seek possible changes for upcoming years. (See Appendix E updated 8/11/14) .

B. Statutory Requirements

1. Teachers in the first two consecutive school years shall be formally evaluated at least twice a year, once each semester by no later than the 60th day.
2. Teachers with three or four years of employment in the district shall be formally evaluated annually by February 15.
3. Teachers in their fifth year and beyond in the district, shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated.
4. Teachers serving more than one building in the district shall be evaluated by the building administrator with the greatest student case load.

C. Purpose of Evaluation

The Association and Board agree that the major purposes for teacher evaluation are to: (1) provide for the improvement of instruction (2) guide professional development and (3) guide policy decisions for continuous improvement. The McRel Teacher Evaluation System maintains the rigor necessary to increase instructional quality and produce consistent, fair, and accurate performance evaluations for teachers.

D. Teacher Evaluation System Process

1. **Orientation**
 - a. Provides the opportunity for all teachers and evaluators to understand the evaluation process.
 - b. Ensures teachers new to the system will have knowledge to participate in their own evaluation.
 - c. Reinforce the system with veteran teachers.
2. **Self-Assessment**
 - a. Assists in collaborative professional dialogue between the evaluator and teacher.

- b. Completed by teacher using the same rubric on which they will be evaluated.

3. Preevaluation conference

- a. Ensure that the teacher and the evaluator understand the process and address any questions or concerns.
- b. Review the self-assessment and finalize the performance goals.

4. Data collection

- a. Consider the teacher's goals as the primary focus.
- b. Provide evidence of student performance (artifacts).

5. Postobservation conference

- a. Provides teacher with a snapshot of their performance that supports instructional quality.
- b. Observation feedback will be provided to the teacher within seven school days.
- c. Must take into account teacher's professional goals, the observed lesson, and the artifacts and evidence collected and submitted.

6. Midyear conference

- a. Provides for the opportunity for the evaluator and the teacher to meet briefly to access progress to defined performance goals.

7. Data collection

- a. This step is identical to process step 4.

8. Summary Rating

- a. Provide teacher with clear, useful feedback that guides professional learning.
- b. Final ratings based on a scoring rule and considerations of data, artifacts, and evidence collected throughout the evaluation cycle.

9. Final conference and goal setting

- a.** Provide teachers with an assessment of their performance benchmarked against the standards.
- b.** Inform the development of future improvement goals.
- c.** Provide teacher effectiveness ratings.
- d.** A teacher may attach a written response to the summative evaluation within seven school days to be included in his/her personnel file.

10. Monitored Professional Development Plan

- a.** Educators rated as “developing” will be evaluated at least twice annually and subject to intensive supervision until improvement of instruction results in ratings of “proficient”. Failure to improve for two consecutive years could lead to nonrenewal, termination, or other.
- b.** For 1st and 2nd year teachers: Inexperienced teachers in the first two years of employment showing a pattern of ineffectiveness according to evaluations may not be eligible for a continuance of a contract and may not qualify for a professional license.
- c.** For 3rd and 4th year teachers: Experienced teachers found to be “developing” for two consecutive years will be considered for a plan of monitored professional development and will be placed on an intensive supervision plan that may lead to nonrenewal, termination, or other.
- d.** For experienced teachers beyond the 4th year of teaching: An experienced teacher rated “developing” will be evaluated annually and on intensive supervision until rated “proficient”. Observation feedback will be provided to the teacher within seven school days. Failure to improve for two consecutive years may lead to nonrenewal, termination, or other.

E. Supplemental Conditions

- 1.** Peer assistance provided to any staff member from this or any other district or institution shall remain confidential between the teacher and the assistance provider.
- 2.** For convenience the complete evaluation tool can be located on the district’s web site.
- 3.** All observations for evaluation purposes shall be done openly and with the knowledge of the teacher. This does not prevent an evaluator from making informal visits in the building nor excludes the use of observed actions outside the evaluation process from being used in the evaluation process and discussed during the postobservation conference.

4. No audio or video recording of any teacher's classroom shall be allowed without the teacher's prior written consent. However, the use of recording devices may be used in a plan of improvement. Should an audio or video recording device be used, the building administrator shall keep a copy of the recording with the original retained by the teacher. At the end of the plan of improvement, all copies and the original shall be erased.
5. Any evaluation data generated to address K.S.A. 729004(a) "...including improvement in the academic performance of pupils or students insofar as the evaluated employee has the authority to cause such improvement..." must have validity, reliability, accuracy and applicability and be approved for use by the Board.

F. Complaints and Concerns Originating Outside the Appraisal Procedure

1. When a complaint from a non-evaluator (patron, student, colleague, etc.) is registered against a teacher, the district has an obligation to investigate the complaint. If the complaint is verbal, and the district will use the complaint in evaluation or disciplinary action against the teacher, the district will notify the teacher of the complaint in writing, unless legal restrictions would apply, within seventy-two (72) hours of receiving the complaint.
2. A written complaint, when received from a non-evaluator, will be investigated by the district and a copy given to the teacher within forty-eight (48) hours after receipt of the complaint--unless legal restrictions would apply.
3. A teacher has the right to give a written response to any complaint and any written response will be attached to the complaint.

G. Bullying Prevention

The district will take appropriate action in accordance with K.S.A. 72-8256 to eliminate the abusive acts and/or threats and provide remedy to the abused.

Bullying is any intentional gesture or any intentional written, verbal, electronic, or physical act or threat by any person that is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for a staff member that a reasonable person, under the circumstances, knows or should know will have the effect of:

1. Harming a staff member, whether physically or mentally
2. Damaging a staff member's property
3. Placing a staff member in reasonable fear of harm to the staff member; or
4. Placing a staff member in a reasonable fear of damage to the staff member's property;

Cyberbullying means bullying by use of any electronic communication device through means including, but not limited to, email, instant messaging, text messages, blogs, mobile phones, pagers, social networking, online games and websites.

Bullying is prohibited on or while using school property, in a school vehicle or at a school-sponsored activity.

Notice Letter Language;

The Association seeks to incorporate the Bullying Prevention Statute in the Agreement in order to prevent bullying of teachers and to assist in swiftly and fairly responding and resolving acts of bullying against teachers.

11. REDUCTION IN FORCE

When the Board finds that a reduction in force is in the best interest of the school district, then and then it that event, the effect upon the students and the school program should be the primary concern to all parties.

STEP ONE: Reduction in staff shall be accomplished by normal attrition, resignations, and/or retirements.

STEP TWO: If additional reduction is necessary, probationary teachers may be terminated prior to the consideration of tenured teachers.

STEP THREE: If further reductions are necessary, all of the following factors will be considered, but in no order of priority:

- A. Continuous years of service to the district

- B. Academic degrees and training
- C. Licensure and endorsements in an area of need
- D. Evaluation reports
- E. Recommendations of building principals and administrative staff
- F. Recent experience in the needed subject area(s)

These Step 3 factors are not listed in any order of priority. Each shall be given equal consideration.

12. **RECALL**

Teachers released as a result of a reduction-in-force will be carried on a recall list, upon request, until employed in a certified position or for a maximum of two (2) years from the date of release. During this time

- It will be the responsibility of the teacher to keep the district notified in writing of changes in address or qualifications.
- The teacher may request in writing to have priority status on the substitute list.
- Teachers may retain membership in the district health coverage plan at their own expense until age 65, subject to acceptance by the carrier.
- The Board has the authority to transfer existing personnel to vacancies before recalling anyone.
- No appointment of new teachers will be made while there are available non-probationary teachers who were released pursuant to a reduction in force and who are certified to fill such vacancies.
- Individuals will be offered recall in reverse order of release to the vacant areas certified to fill.
- Teachers shall be notified in writing, by certified mail, when a vacancy for which s/he qualifies occurs. The teacher shall have fifteen (15) calendar days from receipt of such notice to accept the vacancy. If the teacher declines, or fails to respond to such offer, the teacher shall be removed from the recall list.
- The non-probationary status of the teacher will not be affected. If recalled, the teacher will be placed at appropriate column and longevity steps on the current salary schedule.

Upon request, the Board shall provide a copy of the current recall list to the Association. The Association shall have the right to file a grievance for a released teacher who is not currently employed if it appears that the recall policy has been violated.

13. FAIR DISMISSAL LANGUAGE

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. If a teacher is terminated, he/she shall be afforded the rights to this procedure to appeal that decision.
3. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
4. Starting in year four of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the Board may formally grant non-probationary status to any teacher earlier.
5. Non-probationary teachers may be non-renewed for just cause. Including: ineffective performance, provided the procedural process is closely observed. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed non-renewal is to be based on ineffective performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principals.
6. If the non-renewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or non-renewal.
7. If the non-probationary teacher is non-renewed, he/she shall be notified by certified and regular mail prior to the statutory continuing contract date. The notification shall include the reason for the non-renewal. The non-renewed teacher will have 14 calendar days from the receipt of the letter to file a written request with the Board Clerk for a hearing.
8. Within 7 calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from the KSDE list or the AAA list.
9. During the hearing, the entire basis for the non-renewal shall be proffered by the district and the teacher may be present his/her response. If, in the opinion of the hearing officer, more time and information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall

be closed at the end of the presentations. The decision by the hearing officer shall solely determine whether to sustain or reverse the non-renewal and shall be rendered in writing to both parties within seven calendar days.

10. It is the intention of the parties that the decision be rendered prior to April 1 and all reasonable efforts should be made to accomplish that goal.
11. If the teacher prevails, he/she is reinstated in full. If the Board prevails, the non-renewal is final. The decision is binding on both parties provided that either party may appeal a decision it believes is arbitrary or capricious.
12. The teacher shall pay for his/ her expenses, including any witness and/or representation. All other expenses of the hearing shall be paid by the district.

SUNSET PROVISION – This provision shall be in effect for the 2018-19 school year and will NOT be included in subsequent agreements unless expressly agreed to.

ARTICLE V: COMMITTEES AND CALENDAR

1. (IN-SERVICE) PROFESSIONAL DEVELOPMENT PROGRAM

A Professional Development Council will be established to meet the needs of (in-service) professional development training in District #257. The Professional Development Council should be composed of the following representatives:

- a. One I-NEA elected member from each building to be selected by I-NEA executive committee.
- b. Three members selected by the Board of Education.

The council chairperson shall be elected by the council members at the last meeting each year.

The chairperson shall be responsible for establishing the rules of the council setting time, date, place, duration and frequency of council meetings. Sufficient meetings should be held to determine the (in-service) professional development program for pre-school days in the fall. Meetings should be held early in the fall to determine (in-service) professional development programs for the remainder of the school year.

Council members should actively solicit suggestions from all faculty members.

One and one-half Professional Development Days will be under the authority of the Professional Development Council and the Administrative Cabinet. The programs will be submitted in writing to the Board of Education for prior approval as reported in the annual update.

2. SCHOOL CALENDAR

The school calendar shall consist of the following:

A. 178 Contract days

B. The following holidays; will be observed

Labor Day

Thanksgiving and following Friday

December 24th through January 1, or New Year's Holiday

Memorial Day

C. The following days shall be included:

No Designated Snow Days

A spring break in conjunction with a weekend

D. There shall be three and one-half work days; scheduled as follows:

One day prior to start of school

One-half day prior to each fall and spring parent teacher conference

One day prior to beginning of the second semester

One day at end of year.

E. There shall be the following additional days organized and planned by the PDP and Administrative Cabinet and scheduled as follows:

One day scheduled during the contract year.

One Operations and Planning day scheduled prior to start of school

All schools will have early release for Professional Development at 2:50 P.M. each Wednesday.

Early dismissal at Iola Middle School and Iola High School at the end of each quarter for Professional Development

F. The district calendar committee shall include TAC, the Superintendent, Building Principals, Maintenance Director, and the two Athletic Directors. The committee shall begin meeting in November and finalize a calendar for the BOE by February 1st of each year. Both teams will meet and discuss proposed calendar for a tentative agreement to be reached by the end of February.

3. EDUCATIONAL TRIPS - FIELD TRIPS - VISITATIONS AND EXCURSIONS

Educational trips, field trips, visitations, and excursions can, and do, in many cases add a great deal to a child's educational experience. The objectives of such trips should be clearly defined and properly geared to the interest, ability, and level of maturity reached by the pupils involved.

Educational trips shall be reviewed by a committee every 3rd year beginning in 2001-02. The committee will be appointed by the board from a list of volunteers and will be composed of not fewer than one secondary principal, one elementary principal, two secondary teachers, and two elementary teachers. The committee will study the feasibility of educational trips in terms of educational value, logical and orderly scheduling costs, and make recommendations to the superintendent and the board.

Other members may be appointed to represent the student body and the public.

Transportation request forms are available in the Principal's Office.

Field trip requests which have questionable educational value shall be reviewed by said committee. Review may be requested by the Administration or the teacher submitting the request.

4. EVALUATION INSTRUMENTS COMMITTEE

The committee shall consist of a central office administrator, a board member, a secondary administrator, an elementary administrator, which shall be chosen by the BOE; and one primary, one intermediate, one middle school and one high school teacher which shall be chosen by Iola-NEA.

Teacher representatives on this committee will be extended the opportunity to also participate in any consortium preplanning or training regarding new state guidelines for teacher evaluation instruments.

This Evaluation Instruments Committee may meet periodically to make any necessary revisions in the documents. (See Appendix E updated 8/11/14)

5. CURRICULUM

Every certified staff member shall be a member of at least one of the ongoing curriculum committees. Each elementary grade level and each school will be represented on each core curriculum area committee. These committees shall be under the direction of the superintendent/designee and shall make recommendations to the Board for the final decision.

During the review process curriculum materials will be made available to all affected teachers. Curriculum materials are defined as any materials required to be used in instruction. Each of these teachers shall have an opportunity to review the materials for at least one week including a weekend, and to provide input through their representative, prior to voting. The superintendent/designee and at least one member of Iola-NEA will tally the votes. All teachers shall be notified no later than 60 days prior to implementation of any adopted changes.

The rotation schedule for materials adoption, committee membership, and other procedures will be published on the district website under Policies and Documents.

6. DISTRICT MANDATED TECHNOLOGY PROGRAMS

It was agreed during the 1999 IBB process that if the district adopts and mandates certain technology programs be used by certified staff, appropriate time is set aside for staff training and practice. Additionally, the appropriate technology support will be made available to staff using the mandated programs.

The technology committee will be composed of one teacher from each school, a support staff representative, the technology director, and will be chaired by the Curriculum Director. The committee will meet at least twice per year.

7. SUPPLEMENTAL SCHEDULES REVISION COMMITTEE

A standing committee was formed at the beginning of the 1997-98 school year, composed of the superintendent or his designate, one board of education member, the two athletic directors and 3 additional members of Iola-NEA appointed by their executive board for the purpose of

making a comprehensive study and proposing necessary changes to the existing Supplemental Salary Schedule.

This committee will gather information, review the present schedule and as openings occur, positions are vacated or new positions proposed, it shall be the charge of this committee to revise and make recommendations to be considered for contract negotiations. Newly created positions by administration shall be posted as specified in ARTICLE IV, #3, of the Negotiated Agreement.

8. BENEFITS COMMITTEE

The association will appoint to a standing district insurance and 125 plan committee, members which will meet regularly to study and monitor the district's health insurance plan, carriers, usage and coverages and report to the bargaining teams. In addition, the committee will annually review the vendors and plan options as well as the plan administrator of the district's 125 Plan. Recommendations for changes in the 125 plan will be made to the Board of Education. The committee shall consist of six members selected by Iola-NEA, one central office administrator/board member or their designee, one administrator and three non-certified (classified) members.

ARTICLE VI: MISCELLANEOUS

As a cost saving measure to the district, middle school team time has been eliminated, with the understanding that a committee will be formed to review alternatives to establish programs that help students that struggle academically, socially, and emotionally.

2018-19 Salary Schedule

	BS	BS+8	BS+15	BS+23	BS+40	MS	MS+8	MS+15	MS+23	MS+30
1	36640	37130	37969	38601	39254	39544	40176	40796	41419	42091
2	37007	37500	38499	39137	39803	40084	40719	41342	41962	42661
3	37373	37867	39026	39668	40352	40623	41265	41884	42507	43232
4	37743	38234	39557	40204	40901	41160	41807	42430	43050	43802
5	38110	38601	40084	40737	41450	41699	42350	42973	43593	44370
6	38477	38971	40611	41271	41999	42239	42896	43516	44138	44940
7	38844	39338	41141	41804	42547	42776	43439	44061	44681	45511
8		39705	41669	42338	43096	43315	43984	44604	45224	46078
9			42196	42871	43645	43855	44527	45147	45770	46648
10			42726	43405	44194	44394	45070	45692	46312	47219
11			43253	43938	44743	44931	45615	46235	46858	47789
12				44471	45292	45470	46158	46778	47401	48357
13					45844	46010	46701	47324	47943	48927
14					46392	46547	47247	47866	48489	49497
15					46941	47047	47789	48412	49032	50065
16							48289	48955	49578	50635
17								49455	50120	51206
18									50620	51776
19										52343
20										52914

ADOPTED SCHEDULE FOR COMPENSATION OF
EXTRACURRICULAR ACTIVITIES, USD 257, IOLA, KANSAS

2018-19						
ACTIVITY	HIGH SCHOOL					
	Year of Experience	1	3	5	7	9
<u>Head Coaches</u>						
	FB, VB, BB, CC, Trk, Bb, SB, WR	\$3,700	\$4,317	\$4,933	\$5,550	\$6,167
	Tennis	\$1,850	\$2,004	\$2,158	\$2,467	\$2,775
	Golf	\$1,850	\$2,004	\$2,158	\$2,467	\$2,775
	Baseball, Softball					
<u>Asst. Coaches</u>						
	Football	\$3,392	\$3,546	\$3,700	\$4,008	\$4,317
	BB, VB, Track, Bb, SB, WR	\$3,083	\$3,238	\$3,392	\$3,700	\$4,008
	Cross Country	\$2,775	\$2,852	\$2,929	\$3,238	\$3,392
<u>Other Activities</u>						
	Instrumental Music	\$2,158	\$2,313	\$2,467	\$2,621	\$3,083
	Three Act Plays	\$2,158	\$2,313	\$2,467	\$2,775	\$3,083
	Eighth Hour Supervisor (H.S.)	\$2,158	\$2,158	\$2,158	\$2,158	\$2,158
	Spirit Squad	\$2,158	\$2,313	\$2,467	\$2,698	\$2,929
	Co Spirit Squad Sponsor (Pom Pom)	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	Vocal Music	\$2,004	\$2,158	\$2,313	\$2,467	\$2,775
	Weightlifting	\$771	\$848	\$1,079	\$1,156	\$1,233
	FFA	\$925	\$1,233	\$1,542	\$1,850	\$2,158
	FCCLA	\$925	\$1,233	\$1,388	\$1,542	\$1,850
	TSA-VEX Robotics (added 2018-19)	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	HOSA (added 2018-19)	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	Stuco	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	School Paper	\$1,233	\$1,233	\$1,233	\$1,542	\$1,542
	Yearbook	\$925	\$925	\$925	\$1,233	\$1,233
	Forensics	\$2,158	\$2,313	\$2,467	\$2,775	\$3,083
	Iola Players	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	Anthology (Images)	\$1,233	\$1,233	\$1,233	\$1,542	\$1,542
	SADD	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	Foreign Language Club	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	Scholars' Bowl	\$1,542	\$1,696	\$1,850	\$2,081	\$2,313
	National Honor Society	\$694	\$848	\$1,002	\$1,156	\$1,233
	FBLA	\$925	\$1,079	\$1,233	\$1,388	\$1,542
	Driver Ed Coordinator	\$1,850	\$2,004	\$2,158	\$2,467	\$2,775
	Crossroads Director	\$1,788	\$1,788	\$1,788	\$1,788	\$1,788
	Athletic Director	\$4,533	\$4,687	\$4,841	\$5,072	\$5,303
<u>Class Sponsors</u>						
	9th/10th Grade	\$154	\$308	\$463	\$463	\$463
	11th Grade (2)	\$925	\$1,079	\$1,233	\$1,310	\$1,388
	12th Grade	\$463	\$463	\$771	\$771	\$771

Assistant Sponsors:
0.5% less of the
base than the % of the head Sponsor/Coach

30834.00 base used for percentage to calculate head sponsor/coach
(Both IMS AND IHS)

ACTIVITY	2018-19 MIDDLE SCHOOL				
	1	3	5	7	9
<u>Athletic Director</u>	\$2,621	\$2,775	\$2,929	\$3,160	\$3,392
<u>Head</u>					
<u>Coach</u>					
Football 8 th	\$2,313	\$2,467	\$2,621	\$2,929	\$3,238
Football 7 th	\$1,388	\$1,542	\$1,696	\$1,850	\$2,004
Basketball, Track, VB, Wrest., FTBL	\$2,081	\$2,235	\$2,390	\$2,698	\$3,006
Golf	\$1,542	\$1,696	\$1,850	\$2,004	\$2,158
<u>Assistant Coaches</u>					
FB, BB, VB, Track, Wrestling	\$1,233	\$1,388	\$1,542	\$1,696	\$1,850
7/8 Intramural F-ball, B-ball, V-ball	\$1,233	\$1,388	\$1,542	\$1,696	\$1,850
6th Intramural F-ball, B-ball, V-ball, Track	\$1,233	\$1,310	\$1,388	\$1,465	\$1,542
<u>Other Activities</u>					
TA Coordinator	\$3,854	\$3,854	\$3,854	\$3,854	\$3,854
8th Hr. Supervisor	\$2,158	\$2,158	\$2,158	\$2,158	\$2,158
Scholastic Recognition Activities	\$925	\$1,079	\$1,233	\$1,310	\$1,465
Three Act Play & Dramatics	\$1,079	\$1,079	\$1,233	\$1,388	\$1,542
TV Media Specialist	\$1,310	\$1,388	\$1,542	\$1,696	\$1,850
Yearbook & Newspaper	\$1,079	\$1,079	\$1,233	\$1,388	\$1,542
Stuco	\$617	\$617	\$925	\$1,233	\$1,542
Scholars' Bowl	\$925	\$1,079	\$1,233	\$1,388	\$1,542
Yell Leader	\$925	\$925	\$925	\$925	\$925
Instrumental Music	\$925	\$1,079	\$1,233	\$1,388	\$1,696

Assistant Sponsors:

0.5% less of the
base than that of the Sponsor

2018-19					
ELEMENTARY	1	3	5	7	9
Elementary Athletics	\$1,233	\$1,233	\$1,233	\$1,233	\$1,233
Detention Supervisors	\$463	\$617	\$771	\$771	\$925
Sign Club	\$925	\$925	\$925	\$925	\$925

2018-19					
DISTRICT	1	3	5	7	9
PDC VChair/Sec'y	\$1,233	\$1,233	\$1,233	\$1,388	\$1,542
PDC Coordinator	\$3,700	\$4,317	\$4,933	\$5,550	\$6,167
PDC Building Representatives	\$200 plus \$20 per certified staff member in building				
Curricular Chairs	\$500		\$500	\$500	\$500

Appendix C: Grievance Report Form

GRIEVANCE REPORT FORM

Grievance # _____

School District _____

Prepare form in duplicate

_____	_____	_____	_____
Building	Assignment	Name of Aggrieved	Date Filed

LEVEL 2

A . Date cause of grievance occurred _____

B. Statement of Grievance (time, date place, names and addresses of witnesses)

If additional space is needed, attach extra sheet.

C. Relief Sought

_____	_____
Signature	Date

D. Disposition by Principal

_____	_____
Signature of Principal	Date

LEVEL 3

A. Date submitted to Superintendent _____

B. Disposition by Superintendent

Signature

Date

LEVEL 4

A. Date Submitted to the Clerk of the Board _____

B. Disposition by Board of Education

Signature of Board President

Date

Name _____ Date Submitted _____

____ First Day This Year (No Deduct) Date _____

_____ Second Day This Year (No Deduct) Date _____

_____ Additional Day(s) This Year (Full Deduct) Date(s) _____

Will a substitute be needed. Yes _____ No _____
Full Day _____ Half Day _____

Signature _____

Date Request Received _____

_____ Approved

_____ Disapproved

Reason Disapproved _____

Date _____ Building Principal _____

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Appendix E: Certified Evaluation Instrument

USD 257 TEACHER EVALUATION
McRel Evaluation Tool adopted 2014-15

PERSONNEL

For reference from USD # 257
Policy Handbook

GAA GOALS AND OBJECTIVES

The goal of the personnel policies set forth in this policy and rule section is to create the best possible educational climate for the children of the school district. To this end, these personnel policies are designed to prevent misunderstandings by the personnel of the district of their duties and privileges. In order to further develop a climate of trust and understanding, the Board of education earnestly seeks the involvement of all personnel in the development of policies affecting their position.

All personnel handbooks are to be approved by the Board and adopted, by reference, as a part of these policies and rules.

GAAA Equal Employment Opportunity and Nondiscrimination

GAAA

The board shall hire all employees on the basis of ability and the district's needs.

The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability or national origin.

Inquiries regarding compliance may be directed to:

Superintendent of Schools
408 N Cottonwood
Iola, KS 66749

or to:

Equal Employment Opportunity Commission
400 State Ave., 9th Floor
Kansas City, KS 66101
(913) 551-5655

or

Kansas Human Rights Commission
900 SW Jackson, Suite 568-S
Topeka, KS 66612-1258
(785) 296-3206

or

United States Department of Education
Office for Civil Rights
8930 Ward Parkway, Suite 2037

Kansas City, Missouri 64114-3302
(816) 268-0550

Approved: KASB Recommendation - 2/98; 8/98; 6/06

GAAB Complaints of Discrimination (See JDDC, JGECA and KN)

GAAB

The district is committed to maintaining a working and learning environment free from discrimination, insult, intimidation or harassment due to race, color, religion, sex, age, national origin or disability. Any incident of discrimination in any form shall promptly be reported to an employee's immediate supervisor, the building principal or the district compliance coordinator for investigation and corrective action by the building or district compliance officer. Any employee who engages in discriminatory conduct shall be subject to disciplinary action, up to and including termination.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. The superintendent of schools, 408 N. Cottonwood, 620-365-4700, has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990.

Complaints of discrimination should be addressed to an employee's supervisor or to the building principal or the compliance coordinator. Complaints against the superintendent should be addressed to the board of education.

Complaints of discrimination will be resolved using the district's discrimination complaint procedures.

Approved: KASB Recommendation - 2/98; 8/98; 4/07; 6/09

GAAC SEXUAL HARASSMENT

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, certificated and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events.

Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include, but is not limited to: verbal harassment or abuse; pressure for sexual activity; repeated remarks to a person, with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning an employee's job status.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure. (See KN)

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of sexual harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and related materials shall be posted in each district facility. The policy shall also be published in student, parent and employee handbooks as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

Approved: 1/10/05

GAACA RACIAL HARRASSMENT: EMPLOYEES (See GAF)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination, including harassment, on the basis of race, color or national origin. Racial harassment will not be tolerated in the school district. Racial harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of racial harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Racial harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee or third party (visitor, vendor, etc.) to racially harass any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violations of this policy by any employee shall result in disciplinary action, up to and including termination.

Racial Harassment is racially motivated conduct which:

Affords an employee different treatment, solely on the basis of race, color or national origin, in a manner which interferes with or limits the ability of the employee to participate in or benefit from the services, activities or programs of the school;

Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile working environment;

Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with an individual's work performance or employment opportunities.

Racial harassment may result from verbal or physical conduct or written or graphic material.

The district encourages all victims of racial harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of racial harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to racial harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure. (See KN)

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial harassment under the definition outlined above. Unacceptable conduct may or may not constitute racial harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

Any employee who witnesses an act of racial harassment or receives a complaint of harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of racial harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial harassment may also face disciplinary action.

Initiation of a complaint of racial harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a racial harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to termination of employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of racial harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and related materials shall be posted in each district facility. The policy shall also be published in student, parent and employee handbooks as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

Approved: 5/10/04

GAAD Child Abuse (See JCAC and JGEC) GAAD

Any district employee who has reason to know or suspect a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Social Rehabilitation Services (SRS) office or to the local law enforcement agency if the SRS office is not open.

The employee making the report will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect.

SRS Access to Students on School Premises

The building principal shall allow a student to be interviewed by SRS or law enforcement representatives on school premises and shall act as appropriate to protect the student's interests during the interview.

Cooperation Between School and Agencies

Principals shall work with SRS and law enforcement agencies to develop a plan of cooperation for investigating reports of suspected child abuse or neglect. To the extent that safety is not compromised, law enforcement officers investigating complaints of suspected child abuse or neglect on school property shall not be in uniform.

Reporting Procedure

The employee shall promptly report to the local SRS office or law enforcement if SRS is closed. It is recommended the building administrator also be notified after the report is made.

If the building principal has been notified, the principal shall immediately notify the superintendent that the initial report to SRS has been made. If appropriate, the principal may confer with the school's social worker, guidance counselor or psychologist. At no time shall the principal or any other staff member prevent or interfere with the making of a suspected child abuse report.

If available, the following information shall be given by the person making the initial report: name, address and age of the student; name and address of the parents or guardians; nature and extent of injuries or description of neglect or abuse; and any other information that might help establish the cause of the child's condition.

Any personal interview or physical inspection of the child by any school employee shall be conducted in an appropriate manner with an adult witness present.

State law provides that anyone making a report in accordance with state law and without malice shall be immune from any civil liability that might otherwise be incurred or imposed.

Approved: KASB Recommendation - 2/98; 4/07; 6/07

GAAE Bullying by Staff (See EBC, GAAB, JDD, and JDDC)

GAAE

The board of education prohibits bullying in any form, including electronic means, on or while using school property, in a school vehicle or at a school-sponsored activity or event. The administration shall propose, and the board shall review and approve a plan to address bullying on school property, in a school vehicle or at a school-sponsored activity or event.

The plan shall include provisions for the training and education of staff members. Staff members who bully others in violation of this policy may be subject to disciplinary action, up to and including suspension pending a hearing and/or termination. If appropriate, staff members who violate the bullying prohibition shall be reported to local law enforcement.

Approved: KASB Recommendation – 06/08

GAC POLICIES AND RULES DEVELOPMENT INVOLVEMENT

In the development of personnel policies, rules and regulations, the Board shall, to the fullest extent practicable, involve the employees of the school district with respect to their ideas, comments and criticism.

GACB QUALIFICATIONS AND DUTIES

A job description for each category of employees will be developed by the Superintendent. Such job description shall be filed by the Clerk and shall be published in the appropriate handbook.

GACC RECRUITMENT AND HIRING

Recruitment

The board delegates to the superintendent the authority to recruit staff members. In carrying out this responsibility, the superintendent may involve administrators and other employees.

Hiring

The board shall approve the employment of all employees. The employment of any staff member is not official until the contract or other document is signed by the candidate and approved by the board.

Background Checks

As a condition of initial employment, an applicant who cannot certify they have continuously resided in Kansas for the past ten years shall be subjected to a statewide and a nationwide criminal history records check by the Kansas Bureau of Investigation (KBI). The check shall conform to applicable federal standards and include the taking of the applicant's fingerprints. The board of education shall pay the costs of the background check.

Hiring sequence

The verbal offer of employment to the candidate;
Verbal acceptance by the candidate;
Background check initiated, if required;
Contract or other appropriate document sent to the candidate and candidate's acceptance signified by a signed document returned to the superintendent; and
approval of the contract or other documents by the board.

Provisional Employment

The board may offer provisional employment to an applicant pending receipt of the results of the criminal history records check required by law. Any agreement for provisional employment shall specify that the employment is subject to termination by the board, without further proceedings and without reference to any other law or contractual agreement, if the results of the criminal history records check reveal that the applicant has been convicted of any offenses specified in law.

Approved 11/00

GACD Employment Eligibility Verification (Form I-9)(See GAK)

GACD

All district employees, at the time of employment, shall provide verification of identity and employment status to the superintendent.

The superintendent shall maintain a file on all of the district's employees, proving that each employee has verified their identity, employment status, U.S. citizenship, or legal alien status.

For additional information see:

<http://www.uscis.gov/files/native/documents/m-274.pdf>

Approved: KASB Recommendation - 2/98; 4/07; 6/08

GAD EMPLOYEE DEVELOPMENT OPPORTUNITIES

Opportunity will be provided to all employees to develop their competence beyond the minimum skills necessary for the performance of assigned functions.

Employees are encouraged to develop and submit, through normal supervisory channels, plans or proposals for the improvement of skills, knowledge and technical performance capabilities.

GAD-R EMPLOYEE DEVELOPMENT OPPORTUNITIES

All plans for self-improvement which involve the expenditure of district funds shall be approved in advance.

GADA IN-SERVICE EDUCATION

The Superintendent, in consultation with the management team, will develop a program of in-service education for employees and submit such program to the Board of Education for approval.

GADA-R IN-SERVICE EDUCATION

All employees are expected to attend locally sponsored in-service education sessions unless excused by the Superintendent, or his/her designated representative. Workshops, seminars, and similar programs may utilize all or a portion of the work day. On occasion, these programs may be combined with regular staff meetings. Appropriate personnel will be selected to conduct the sessions. (See Negotiated Agreement.)

GAE GRIEVANCES

The Board shall provide a procedure whereby each professional employee shall have the opportunity to have his/her complaints and grievances timely and fairly considered and resolved.

GAE-R GRIEVANCE PROCEDURE

See grievance procedure in negotiated agreement.

GAEA COMPLAINTS OF DISCRIMINATION

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. The Superintendent of Schools,

402 East Jackson, Iola, KS, (316) 365-4700 has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990.

Complaints of discrimination should be addressed to an employee's supervisor or to the compliance coordinator. Complaints against the superintendent should be addressed to the board of education.

Complaints of discrimination will be resolved using the district's discrimination complaint procedure. (See KN)

GAF Staff-Student Relations

GAF

(See GAAC, GAACA JGEC, JGECA and KN)

Staff members shall maintain professional relationships with students, which are conducive to an effective educational environment. Staff members shall not submit students to sexual harassment or racial harassment. Staff members shall not have any interaction of a sexual nature with any student at any time regardless of the student's age or status or consent.

Approved: KASB Recommendation – 2/98; 7/03; 4/07; 6/07

GAG CONFLICT OF INTEREST

School district employees are prohibited from engaging in any activity which will detract from the effective performances of their duties. No employee will attempt to sell, or endeavor to influence, any student of this school to buy any product, article, instrument, service or other such item which would directly or indirectly benefit said school employee. No school employee will enter into a contract with the school district other than a contract for employment unless the contract is awarded on the basis of competitive bidding.

GAG-R CONFLICT OF INTEREST

Any school district employee shall report alleged violations of the conflict of interest policy to the Superintendent of Schools. The Superintendent shall make an initial investigation to determine whether said policy has been violated and upon substantial evidence of a violation, the Superintendent shall report same to the Board of Education for its disposition. In the event a school district employee has been found to have violated the conflict of interest policy, the Board of Education will order the employee, in writing, to cease and desist from his/her activities. If the employee fails to halt his/her activities, the Board of Education may suspend or terminate the employee, as facts of the investigation dictate, pursuant to the policies of the school district. Any such suspension will not be in excess of 30 days. The Board of Education may not withhold the employee's pay for the period of suspension. No employee will be suspended or terminated without benefit of a hearing before the Board of Education pursuant to the policies of the school district.

GAH STAFF-COMMUNITY RELATIONS

All staff members are encouraged to reside within the boundaries of the school district and to take an active part in community affairs.

Participation in Community Activities

Staff members are encouraged to participate in community activities and organizations, insofar as these activities do not infringe upon school time or interfere with the employee's effectiveness on the job.

GAH-R STAFF-COMMUNITY RELATIONS

Participation in Community Activities

Prior permission must be obtained from the Superintendent for participation in any community activity during school time.

GAHB POLITICAL ACTIVITIES

The Board of Education believes that it is in the best interest of the school district and the community for staff members to participate in the political process.

GAHB-R POLITICAL ACTIVITIES

Staff members who intend to become candidates for political office should notify the Superintendent within five days of the date on which the declaration of candidacy is filed.

A staff member who becomes a candidate for political office may apply to the Superintendent for a leave of absence without pay for the purpose of conducting his/her campaign.

Staff members who are elected or appointed to a political office which the Board of Education, in its discretion, deems to be a full time office, may be required to terminate their employment with the district.

Staff members holding political office which is determined by the Board of Education to be less than full time in nature must make prior arrangements with the Superintendent for political leave of absence from their school duties when it is necessary to be absent from school to carry out the functions of their office.

Employees who must be absent from school to carry out the duties of a political office must take a leave of absence without pay.

Staff members shall not use school time or school property for the purpose of furthering the interests of any political party, the campaign of any political candidate, or the advocacy of any political issue.

GAI SOLICITATIONS

All persons seeking to sell, solicit, or display an item relating directly to expenditures of school district funds to any school employee on school premises must first secure permission from the building principal or Superintendent, as the case may

be, before any appointment is made. All other solicitations of, or by school district employees, are prohibited.

Solicitations by staff members

Solicitation of students or other school employees by staff members during regular school hours for any reason is prohibited except that school sponsored activities are exempted.

Solicitations of staff members

Solicitations of staff members by any vendor, student, other school district employee, or patron of items relating directly to the expenditure of school district funds during normal school hours are prohibited unless permission is granted by the building principal.

GAI-R SOLICITATIONS

Solicitations of Staff Members

All vendors must secure permission from building principals to interview a school employee. If any vendor violates this procedure, he may be barred from making appointments with school employees on school time or premises. The principals may also recommend to the Superintendent of Schools not to purchase products or other such items from said vendor. If a vendor is barred from soliciting in the school system for violation of Board policy, the Superintendent of school shall send appropriate notices to each building principal. The notice will include the name of the vendor, his/her company, reasons for, and length of the suspension. The Superintendent of Schools may bar a vendor for a period of time not to exceed 12 months from the date of the suspension. Said notice will be sent to the vendor in question and to his/her immediate employer.

GAJ GIFTS

The giving or receiving of gifts, where there is a family relationship, will not be subject to rules and regulations of the Board of Education.

Gifts by staff members

Staff members are discouraged from giving gifts to individual students.

Gifts to staff members

Staff members are discouraged from receiving gifts from any student or class of students when such gifts arise out of a school situation, class or school sponsored activity. Staff members are prohibited from receiving gifts from vendors, salesmen, or other such representatives where the intent of the gift, either expressed or implied, is to influence the employee or cause the employee to represent the vendor, salesmen, or other such representatives in a favorable light to the employee's immediate supervisor, Superintendent of Schools, or the Board of Education.

GAJ-R GIFTS

Gifts to Staff Members

If, upon investigation by the Superintendent, an employee of the school district is found to have accepted a gift from any person as outlined in the policy on gifts, and has attempted to represent the donor to the building principal, Superintendent of Schools, or Board of Education in a favorable light, the Superintendent of Schools may recommend to the Board of Education that said employee be given a reprimand, in writing, from the Board of Education stating in full the reasons for the reprimand and a full disclosure of the evidence accumulated by the staff. Said reprimand will be filed in the employee's personnel file.

The Superintendent of Schools, or his/her designated representative, will be responsible for the administration of this policy for all principals, central staff members, certified staff members who travel between buildings, substitute teachers, all supervisors, and all classified employees not assigned to a building. The building principal will be responsible for the administration of this policy for all employees assigned to his/her building. If, upon investigation by the building principal, Superintendent of Schools or his/her designated representative, any employee is suspected of having violated this policy, said administrator will immediately report the alleged violation along with any evidence to the Superintendent of Schools or the Board of Education as the case may be. The Superintendent of Schools or his/her designated representative will report the alleged violation to the Board of Education at the next regular Board meeting. If it is found, after a hearing before the Board of Education, that an employee has violated this policy, the employee may be suspended with pay up to 30 days. A second violation may result in further suspension or termination of the employee after a hearing before the Board.

GAK PERSONNEL RECORDS (See GACD, GBI, CEI, CGI and GCI)

All personnel files and evaluation documents, including those stored by electronic means, shall be adequately secured.

Personnel files required by the district shall be confidential and in the custody of the records custodian and/or the superintendent. Employees have the right to inspect their files upon proper notice under the supervision of an appropriate supervisor. All records and files maintained by the district should be screened periodically by the custodian of records.

Requests for References

Unless otherwise allowed by law, a request by a third party for release of any personnel record shall require the written consent of the employee, and shall be submitted to the records custodian who shall respond to the request as the law allows.

Upon receipt of a written request district officials may provide information regarding past and present employees to prospective employers in compliance with current law. Information that may be provided will include:

- employment date(s);
- job description and duties while in the district's employ;
- last salary or wage;
- wage history;
- whether the employee was voluntarily or involuntarily released from service and the reasons for the separation;

- written employee evaluations which were conducted prior to the employee's separation from the employer and to which an employee shall be given a copy upon request.

Immunity Provided

Unless otherwise provided by law, an employer who responds in writing to a written request concerning a current or former employee from a prospective employer of that employee shall be absolutely immune from civil liability for disclosure of the information noted above to which an employee may have access.

Approved: 6/03

GAL SALARY DEDUCTIONS

The district shall comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). The board prohibits all managers from making any improper deductions from the salaries of exempt employees. Employees shall be made aware of this policy.

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to his or her direct supervisor, or to the payroll clerk.

Reports of improper deductions shall be promptly investigated. If it is determined that an improper deduction has occurred, the employee shall be promptly reimbursed for any improper deduction made.

Approved: 3/28/2005

GAN TRAVEL EXPENSES (See BBBF and GBRC)

The board shall provide reimbursement for expenses incurred in travel related to the duties of the district's employees when approved in advance by the superintendent. Mode of travel will be based on, but not limited to, the availability of transportation, distance and number of persons traveling together. A first class air fare will be reimbursed only when coach space is not available.

Requests for reimbursement shall have the following attached: receipts for transportation, parking, hotels or motels, meals and other expenses for which receipts are ordinarily available. For the authorized use of a personal car, including approved travel between buildings, staff members shall be reimbursed at a mileage rate established by the board.

Approved: 4/12/04

GAO STAFF RESPONSIBILITIES FOR DISCIPLINE

Each employee is responsible for maintaining proper control and discipline in the school. An employee may use such reasonable force as is necessary to ward off an attack, to protect another person, to quell a disturbance threatening physical injury to others.

GAO-R STAFF PROTECTION

Personal Injury Benefits

Whenever a teacher or other employee is absent from school because of personal injury resulting from an assault on school property or at a school-sponsored event, the teacher or employee will be paid full salary less the amount of any workmen's compensation or district disability insurance received due to such injury until the termination of the employment contract. No part of such covered absence will be chargeable to annual sick leave.

GAOA DRUG FREE WORKPLACE

The Board believes that maintaining a drug free work place is important in establishing an appropriate learning and working environment for the students and employees of the district. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the district and will be considered as grounds for dismissal.

GAOA-R DRUG FREE WORKPLACE

As a condition of employment in the district, employees shall abide by the terms of this policy.

Employees shall not unlawfully manufacture, sell, distribute, dispense, possess or use illicit drugs, controlled substances, alcoholic beverages, or other intoxicants on district property, at any school activity or while traveling to and from any school-sponsored activity. Employees shall not be under the influence of alcoholic beverages, other intoxicants, controlled substances, or illicit drugs while in attendance at any school-sponsored activity. Behaviors characteristic of being under the influence include: slurred speech, bloodshot eyes, dilated pupils, loss of balance, or the odor of alcohol or marijuana.

Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the Superintendent of the conviction within five days after the conviction. Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. Alternatively, or in addition to any Board action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the federal regulations promulgated under the drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing Board policies or the negotiated agreement.

The unlawful possession, use, sale or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited.

Employee Conduct

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy may be subject to any or all of the following sanctions:

1. Short term suspension with pay;
2. Short term suspension without pay;
3. Long term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program.
5. Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies or the negotiated agreement. This policy is not intended to change any right, duty or responsibilities in the current negotiated agreement.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the board clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs.

A copy of this policy shall be provided to all employees.

Approved: KASB Recommendation - 9/97; 2/98; 4/07; 6/08

GAOD DRUG AND ALCOHOL TESTING

USD #257 recognizes that alcohol and drug use by transportation employees endangers students, presents a hazard to the general public, and jeopardizes the safety of the roadways. It is the policy of USD 257, therefore, to comply with current federal laws and regulations regarding alcohol and drug use in the workplace. Unless otherwise stated, all requirements of this policy are based on federal regulations which implement the Omnibus Transportation Employee Testing Act of 1991.

As a condition of employment, all USD 257 employees who are required to have a commercial drivers license (CDL) and who drive a school bus will submit to pre-employment, post-accident, random, and reasonable suspicion alcohol and drug testing.

A copy of the alcohol and drug prevention policy and procedures developed and approved by the Board of Education will be issued to all covered employees and will be available to the general public in the office of the Board of Education.

A positive drug or an alcohol concentration of 0.04 or greater shall constitute immediate termination of the employee from their safety-sensitive function requiring a CDL.

USD 257 will pay all consortium testing fees for routine pre-employment, random, post-accident, and reasonable suspicion tests. In addition, the school district will allow one hour compensation at the activity driver hourly rate for employees who submit to random, post-accident, and reasonable suspicion tests. If the employee is required to use his/her vehicle to travel to and from the testing site for random, post-accident, and reasonable suspicion tests, a mileage reimbursement at the board adopted rate will be allowed. The employee will be responsible for all costs associated with a request to have a second analysis of the split urine test at a second laboratory.

All records and information relating to alcohol and drug testing will be afforded confidentiality as required by law.

TB Skin Test

12/2012

Any new USD # 257 employee hired after December 1, 2012, may be reimbursed the cost of their required TB Skin Test from a USD# 257 recommended medical facility if the USD # 257 employee submits the receipt to the USD # 257 District Office no later than 1 month from the date of the hire date. (If the employee chooses an alternative facility other than the District recommended facility for testing, the district will evaluate the cost of the test at both facilities and reimburse only the less expensive option.

GAOE Workers Compensation (See KFD)

GAOE

The district will participate in workers compensation as required by current statute. The combined workers' compensation benefits and salary received under allowed sick leave, or other available leave, shall not exceed one full day's pay.

All employees of the district shall be covered by workers compensation. Workers compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment in the district.

The workers compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of workers compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. An employee using sick leave, or other available leave, in combination with workers compensation will be charged for one full or partial day of sick leave, as provided for in the sick leave policy or the negotiated agreement, for each day of absence until the employee's sick leave is exhausted.

Any employee who is off work and drawing workers compensation shall be required to provide the clerk of the board with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall be ended and those benefits under workers compensation shall be restricted as provided by current statute.

Whenever an employee is absent from work and is receiving workers compensation benefits due to a work-related injury or is receiving district paid disability insurance, the employee may use available paid sick leave to supplement the workers compensation or district paid disability insurance payments. Workers compensation benefits and FMLA benefits provided in a board approved plan shall run concurrently if both are applicable.

In no event shall the employee be entitled to a combination of workers compensation benefits, district paid disability insurance, and salary in excess of his/her full salary. Available paid sick leave may be used for this purpose until 1) available paid sick leave benefits are exhausted; 2) the employee returns to work; or 3) employment is terminated. Sick leave shall be deducted on a prorata amount equal to the percentage of salary paid by the district.

Choice of Physician

The board shall have the right to choose a designated health care provider to provide medical assistance to any employee who suffers an injury while performing their job.

Approved: KASB Recommendation—7/96; 2/98; 7/02; 4/07; 6/09

GAOF SALARY DEDUCTIONS (See also GAL)

Salary deductions shall be made if permitted by board policy, the negotiated agreement, or required by law. The district shall comply with the salary basis requirements of the Fair Labor Standards Act (FLSA.)

The superintendent, or designee, shall develop forms to provide information needed to make approved salary deductions. All requests for salary deductions shall be submitted to the superintendent during enrollment periods established by the board. Enrollment periods for annuities are all of September and one additional time during the year, as necessary.

Monthly premiums for district sponsored health insurance will be paid through the Board office on a salary reduction basis when proper forms are filled out by each employee authorizing the reduction.

Approved: 3/28/2005

GAR COMMUNICABLE DISEASES

Any employee noted or diagnosed by medical personnel as having a communicable disease shall be required to withdraw from employment for the duration of the illness. The employee shall report the diagnosis and nature of the disease to the Superintendent so that a proper reporting may be made to the Southeast Kansas Multi-County Health Department or any other agency as required by statute.

In case of severe communicable disease, the employee shall take a leave of absence with pay until the Superintendent makes the determination of status of employment in order to give maximum health protection to that employee and others the employee might come in contact with while on the job.

The recommendation of whether an infected employee shall be permitted to remain employed in a capacity that involves contact with students or other employees shall be made on a case-by-case basis by a health assessment team composed of the employee's physician, the school employee and/or the employee's representative, and appropriate school and medical personnel as appointed by the Superintendent and approved by the Board. In making the recommendation to the Superintendent, the health assessment team shall consider:

1. the physical condition of the school employee;
2. the expected type of interaction with others in the school system;
3. the effect on both the infected school employee and others in that setting.

After the recommendation by the health assessment team, the Superintendent shall make the determination whether an employee shall be permitted to perform any duties involving contact with students and/or other employees.

Review of the employee's condition will be made by the health assessment team at appropriate intervals as determined by the health assessment team.

Communicable disease as defined in this policy shall refer to any infectious or contagious disease as determined by the State Department of Health and Environment or the United States Centers for Disease Control.

Severe communicable disease as defined in this policy shall refer to any infectious or contagious disease such as Hepatitis B and AIDS and AIDS Related Complex, as determined by the State Department of Health and Environment or the United States Centers for Disease Control.

GAR-R COMMUNICABLE DISEASES

In the event that a district employee has been diagnosed as having a communicable disease and the Superintendent has been notified as such by the employee or any other agency as required by

statute, a release shall be obtained from the employee's physician before the employee returns to his/her duties.

In each case involving an employee with a severe communicable disease, the Superintendent shall reserve the right to make the decision regarding placement of the employee after taking into account the recommendations of the health assessment team, risks and benefits to both the infected employee and to the others in the proposed employment setting.

Decisions regarding this type of employment setting for an employee with a severe communicable disease of long duration shall be based upon the physical condition of the employee, the employee's ability to perform his/her job related responsibilities, and the expected type of interaction with other employees and students.

No information regarding employees with severe communicable diseases shall be released by district personnel without the employee's permission in accordance with state and federal statutes, or as required by state or federal statutes.

All Board discussions on issues related to an employee with severe communicable disease shall be in executive session in order to preserve employee confidentiality.

GARA BLOOD BORNE PATHOGEN EXPOSURE CONTROL PLAN

The board shall adopt an exposure control plan which conforms with current Occupational Safety and Health Administration (OSHA) standards and regulations of the Kansas Department of Human Resources (KDHR).

The plan shall be accessible to all employees and shall be reviewed and updated at least annually. All staff shall receive the training equipment necessary to implement the plan.

GARI Family and Medical Leave

GARI

Eligible district employees shall be provided family and medical leave as provided by a plan approved by the board. The plan for providing leave under this policy shall be filed with the clerk of the board and made available to all staff at the beginning of each school year.

Approved: KASB Recommendation - 9/97; 2/98; 4/07; 6/08; 6/09

GARI-R FAMILY AND MEDICAL LEAVE

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or adoption of a child or to care for a child with a serious health condition.

Leave is available because of (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or (4) a serious health condition of the employee that prevents the employee from performing the job functions. (Leave for 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave, the paid

leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and superintendent may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

- a. the reasons that leave will count as family and medical leave,*
- b. any requirements for medical certification,*
- c. employer requirement of substitution paid leave,*
- d. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,*
- e. right to be restored to same or equivalent job,*
- f. any employer required fitness-for-duty certifications.*

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, last more than three (3) weeks and the return would occur during the last three (3) weeks of the semester, if:

- 1. the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or*
- 2. the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.*

GARID Military Leave

GARID

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Act of 1994. The Act applies to military service that began on or after December 12, 1994 or military service that began before December 12, 1994 if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of "service in the uniformed services." The uniformed services consist of the following military branches:

Army, Navy, Marine Corps, Air Force or Coast Guard.

Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve.

Army National Guard or Air National Guard.

Commissioned corps of the Public Health Service.

Any other category of persons designated by the President in time of war or emergency.

“Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

Active duty.

Active duty for training.

Initial active duty for training.

Inactive duty training.

Full-time National Guard duty.

Absence from work for an examination to determine a person’s fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) years limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual’s service. The law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. If necessary, the employer must provide training or retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 18 months at a cost of up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. All pensions which are a reward for length of service are protected.

Individuals must provide advance written or verbal notice to their employers for all military duty. Notice may be provided by the employee or by the branch of the military in which the individual will be serving.

Notice is not required if military necessity prevents the giving of notice; or, if the giving of notice is otherwise impossible or unreasonable.

Accrued vacation or annual leave may be used (but is not required) while performing military duty. The individual’s timeframe for returning to work is based upon the time spent on military duty.

TIME SPENT ON MILITARY DUTY	RETURN TO WORK OR APPLICATION FOR REEMPLOYMENT
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Less than 31 days:	Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.
More than 30 but less than 181 days:	Must submit an application for reemployment within 14 days of release from service.
More than 180 days:	Must submit an application for reemployment within 90 days of release from service.

The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

the application for reemployment is timely;

the five-year service limitation has not been exceeded; and,

separation from service was under honorable conditions.

If documentation is not readily available or does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Questions should be directed to Veterans' Employment and Training Service, U.S. Department of Labor.

Kansas law also requires reemployment if an individual is called to active duty by the state.

Family Military Leave

In the event a soldier is deployed for more than six (6) months, the spouse, child, or parent of the soldier may use up to a total of 20 days of sick leave to be with the soldier immediately prior to deployment; when the soldier returns on leave; or when the soldier completes the active duty commitment.

Approved: KASB Recommendation 9/97; 4/07; 6/08; 6/09

