

AGREEMENT

by and between the

BOARD OF EDUCATION OF SEDGWICK

UNIFIED SCHOOL DISTRICT NO. 439

and the

SEDGWICK EDUCATORS ASSOCIATION

2022-2023

SEDGWICK, HARVEY COUNTY, KANSAS

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DURATION AND AMENDMENT

This agreement between SEDGWICK EDUCATORS ASSOCIATION and the BOARD shall be effective from July 1, 2022 until June 30, 2023. All policies and provisions of contract not covered by this agreement shall remain the same unless otherwise expressed by the Board. The Agreement shall supersede and null and void all previous policies on issues and subjects covered in this Agreement. The Agreement may be opened for meetings and conferring by either party by serving notice in writing upon the other party by March 31, 2023. This Agreement may be amended at any time by mutual consent of the SEDGWICK EDUCATORS ASSOCIATION and the BOARD. Neither the Principal nor the Superintendent nor the Teacher shall have any authority to alter or amend the provisions of the Agreement.

Agreed to this 1st day of July 2022.

SEDGWICK EDUCATORS ASSOCIATION

BOARD OF EDUCATION OF USD 439

ARTICLE A – INTRODUCTORY AND EXPLANATORY ITEMS

Article A – 1 AGREEMENT

This Agreement is entered into the 1st day of July, 2022, by and between the BOARD OF EDUCATION OF SEDGWICK U.S.D. NO. 439 and the SEDGWICK EDUCATORS ASSOCIATION.

Article A – 2 PERSONS COVERED

All professional employees, exclusive of administrative employees, shall be covered by the provisions of this Agreement, by and reference this Agreement shall be a part of each individual contract. Official signed copies of this Agreement will go to: (1) The SEA - two copies (2) School Board (3) The Superintendent. The Board of Education will be responsible for typing the agreement after negotiations have ended. The BOE will furnish all the materials that are necessary for the preparation of the agreement. If possible, copies of the agreement shall be distributed by the Superintendent's office before summer vacation. In the event negotiations have not been concluded close to the end of the school term, copies of the agreement shall be distributed to the certified employees upon their return to work for the fall semester (See Appendix A).

Article A – 3 RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for all persons who are covered by the Agreement. This recognition is extended and this Agreement is entered into pursuant to KSA 72-5413 et seq.

Article A – 4 DEFINITIONS

Administration - All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education, as stated in their current Certificate Handbook.

Aggrieved Person - The person or persons making a grievance.

Association - Sedgwick Educators Association

Board - The Board of Education of Unified School District No. 439, Harvey County, Kansas.

District - Unified School District (U.S.D.) No. 439.

Grievance - A complaint by a Teacher or group of Teachers based on an alleged violation, misinterpretation or misapplication by the District of a negotiated contract or agreement.

Superintendent - Superintendent of Schools of Unified School District No. 439, Harvey County, Kansas

Teacher - All certified employees except administrators employed by the Board of Education.

Inservice Training - Where Teachers are brought together in various groups in which activities of practical value are planned for the improvement of instruction.

Article A – 5 CLARIFICATION CLAUSE

Any part of this agreement which is in violation of state and federal statute(s) and/or regulation(s) shall become null and void at the time the statute(s) and/or regulation(s) become effective. Hence, all state and federal regulations shall supersede this agreement.

ARTICLE B – TEACHER WORKING CONDITIONS

Article B – 1 LENGTH OF SCHOOL YEAR AND CONTRACT YEAR

Teacher contracts shall be awarded for 188 days for a normal contract. Teachers whose job requires more than 188 days shall receive extra pay for these days, except for new Teacher orientation day. The Teacher shall work the number of days as agreed upon by the Board and Teacher. All Teachers commencing their employment with USD 439, with or without prior teaching experience, shall be awarded a normal contract for 189 days during their first year of employment with USD 439. The additional day over and above normal teaching contracts of 188 days shall be for orientation time with the Building Principals and individual work time.

Article B – 2 ASSIGNMENT

Subject area assignment and/or grade level shall be stated on the Teacher's contract. Teachers shall receive written confirmation of their specific subjects (and supplemental assignments, if possible) before commencement of the academic year. The Teacher shall be consulted concerning any change in his or her assignment. Final decision in regard to change in Teacher assignment will be made by the Building Principal with the Superintendent's approval.

Article B – 3 ARRIVAL AND DEPARTURE TIME

For fulltime Teachers the arrival time will be at 7:55 a.m. with a departure time of 3:40 p.m.* For part-time Teachers the arrival will be before 25 minutes before their initial period and departure will be 25 minutes after their final period. On days preceding the designated holidays of Thanksgiving, Christmas, and Easter, the Teachers may depart at the end of the last scheduled class period.

Note – The departure time may be waived on special occasions by the Teacher submitting a written request for an earlier dismissal time and authorization and approval to do so has been granted by the Administration. This written request shall be completed and given to the Administration 24 hours in advance of the date requested. (This 24-hour notice may be waived in cases of emergency).

Teachers may leave during their teaching day if approval by the Administration has been received and the requesting Teacher has secured the services of other certified staff members to cover their class(es) during this early departure time without being charged with sick leave or pay loss and without any cost to the district. Staff members who voluntarily agree to cover classes for an Early Dismissal Request waive any lost plan time and are not entitled to additional pay. If a Teacher cannot return within two hours, notice will be given to the Building Principal at least thirty minutes prior to the previously established return time. All leave in excess of two hours shall be granted per the normal charges of 1/2 day or more of sick, professional, and/or personal leave as specified in accordance with the Negotiated Agreement.

Article B – 4 CLASS SCHEDULE

The schedule for the secondary grades (7-12) shall be based upon a seven period (52 minutes per period) class schedule. Lunchtime will be at least 30 minutes. This schedule will be set by the Building Principals.

Article B – 5 TEACHER EVALUATION

Teachers will be evaluated in accordance with the Kansas Evaluation of Certified Employees Act, K.S.A. 72-9001, et seq. The Teacher's final summative evaluation shall be based on the McREL framework for Teacher evaluation. Multiple measures of student growth will be used in the district's McREL evaluation process; these growth measures shall not exceed 20% of any Teacher's final summative evaluation.

The evaluation form for certified personnel will list the Teacher's major instruction responsibilities. Any amendments to the evaluation procedure of USD 439 pertaining to the evaluation of Teachers shall be developed cooperatively by the Board of Education, the Sedgwick Educators Association representing the Teachers, and Principals and the Superintendent of Schools representing the persons responsible for making evaluations. If the Board, the Sedgwick Educators Association, or the persons responsible for evaluations feel amendments to the evaluation procedure pertaining to Teachers are necessary, any party may call for a review of the evaluation procedure. If a review is called by any party, representatives for all parties shall meet within 30 days to review any proposed change.

Article B – 6 INSERVICE PLANNING

A Committee of Teachers and Administrators shall be established annually for the following purposes:

- A. To plan inservice meetings.
- B. To plan the New Teacher orientation day.

Membership of the Inservice Committee shall be one (1) Teacher from the grade school building, one (1) Teacher from the high school building, the SEA president, two (2) Principals, the Curriculum Director and the Superintendent. The Teachers shall be appointed by the SEA president, including non-members.

Article B – 7 LUNCH HOUR DUTIES

U.S.D. 439 will hire a lunchroom supervisor(s), so Teachers will have a duty-free lunch period. In the event the regular lunchroom supervisor(s) is absent, Teachers will be drawn then assigned an equitable rotation for lunchroom supervision. The rate of pay for lunchroom supervision will be commensurate with the regular lunchroom supervisor(s). Recess and/or hall duty will be exempted while serving lunchroom duty.

Article B – 8 NON-PROFESSIONAL DUTIES

Non-professional duties at school activities shall be assigned when possible by mutual agreement of the Teacher and the Administration. Should the Administration be unable to secure mutual agreement on enough assignments to provide for proper administration and supervision of school activities, then the Administration shall have authority to assign Teachers to these non-professional duties. The Building Principal or his designee shall be responsible for the scheduling of those persons working extracurricular activities. Workers will be paid according to the "Extra Duty" payment schedule for the activities that qualify.

Article B – 9 TEACHER DRESS/APPAREL

Teachers will dress business casual except when prohibited by subject taught (e.g., physical education) or involved in a classroom activity (e.g., field trip, community cleanup day). Casual jeans are acceptable on Fridays.

Note – Due to COVID-19 and the increased demand on staff, teacher dress/apparel expectations were modified to more casual wear during the school day for the 21-22 school year.

Article B – 10 Inservice Flex-Time

Flex Inservice Day: Teachers are permitted to flex one-half of an inservice day that will be compensated by early release for the second half of a full day inservice identified each year by the administration. The one-half flex time can be achieved by documenting up to four hours (outside the contract day) of computer based/video professional development as assigned by the district. Each building principal will be responsible for establishing the documentation process. The window for this flex time is from the first working day of the contract to the end of the first 9 weeks

Article B-11 Teacher Plan Time

Elementary Staff (K - 6th) - Each full time elementary teacher whose major responsibility is to work with students in a classroom setting shall have a minimum of forty-five (45) minute of planning time daily, and a total of 225 minutes per 5 - day week planning time free from assigned other duties. This 45 time shall occur in one uninterrupted block of time and is in addition to their lunch period. In the event that the elementary schedule requires a time less than 45 minutes, at no time shall the period be less than 30 minutes and the schedule will be mutually agreed upon between the building principal and the certified staff. Any teacher absent from school relinquishes their planning period for that day.

Junior High/Senior High School - Each full time junior high/senior high school or shared teacher shall have a planning period equivalent in length to the standard class period free from assigned supervisory duty. For shared teachers, this time shall occur in one uninterrupted block of time. Any teacher absent from school relinquishes their planning period for that day.

Article B – 12 LIQUIDATED DAMAGES

It is recognized that a teacher may need to resign employment before the end of a contract year. Liquidated damages will be assessed according to the following tiers:

| | |
|--|------------|
| After the statutory deadline through June 30 | \$1,000.00 |
| July 1-31 | \$2,500.00 |
| August 1 through the 3 rd Friday of the following May | \$3,500.00 |

The teacher shall remit payment to the district with the letter of resignation. The board reserves the right, in its sole discretion, to waive liquidated damages.

Article C – Salary and Related Benefits

Article C – 1 ITEMS RELATIVE TO THE SALARY SCHEDULE

- A. Advancement on the salary schedule shall be limited to one step on vertical scale and one column horizontally from any contract year to the next contract year (See Appendix B).
- B. The "BS+16" Column may be reached by completing 16 graduate hours after the bachelor's degree was conferred. A Teacher may substitute undergraduate hours providing those hours to be substituted are directly related to the Teacher's assignment and approved to be so by the Board of Education.
- C. A Teacher must have a Masters degree to be on the "MS" column.
- D. The "MS+18" column may be reached by completing 18 graduate hours after the Masters degree was conferred. A Teacher may substitute up to 12 undergraduate hours, providing those hours to be substituted are directly related to the Teacher's assignment and approved to be so by the Board of Education.
- E. The MS+36 column may be reached by completing 36 graduate hours after the Masters degree was conferred. A Teacher may substitute up to 12 undergraduate hours providing those hours to be substituted are directly related to the Teacher's assignment as well as approved by the Board of Education prior to the Teacher taking these credit hours.
- F. Horizontal Advancement of the Salary Schedule. All horizontal movement shall be limited to the stipulations as set forth in the guidelines according to Article C-1, Subsections A - E of this section. Movement across to the next vertical column should be limited to hours earned beyond the staff member's last conferred degree. Excessive hours earned in obtaining the Bachelors degree will not be applicable for placement to the next vertical column (BS+16) or beyond to any other vertical column placement. Excessive hours earned while obtaining a Masters degree will not be applicable for placement to the next vertical column (MS+18) or (MS+36) column. Any certified staff anticipating horizontal movement for the following contract year shall notify the district office in writing by May 1 prior to the contract year of the anticipated horizontal movement. All college transcripts verifying hours towards a horizontal movement will be made available to the district office no later than September 1 of the contract year of the anticipated horizontal movement.
- G. Graduate hours, undergraduate hours and degrees need to be related to a Teacher's assignment and approved to be so by the Board of Education. Teachers should have prior written approval by their supervising principal for any hours or degrees that the Teacher will submit for advancement on the salary schedule. Failure to do this may result in a Teacher being denied advancement on the salary schedule.
- H. Except for the New Teacher orientation day, Teachers working more than 188 days will be paid 1/188th of their annual contract salary per additional working day. Days less than one full working day on the job will be prorated down as fractional parts of a day. Days during which more hours are worked than a regular working day will count only as one day. Specific days to be worked in excess of 188 days must have prior approval of the Superintendent before pay in addition to the regular annual contract will be made.

- I. Academic work assignments which take place outside the regular contracted duties and are specifically requested by the Administration will be compensated at a rate of eighteen dollars (\$18) per hour. Examples of these duties may include but are not limited to curriculum writing, grant proposals, assessments, and other school improvement projects.
- J. Teachers who receive an unsatisfactory evaluation and who are placed on probation by the Board will not receive a salary increase, whether incremental or across the board.
- K. For the 2022-2023 contract year only, two off schedule payments of seven hundred fifty dollars (\$750.) to all three-fourths time (.75) to full-time (1.) staff. Other staff will receive a prorated amount. These payments will not be part of the continuing contract. Horizontal and vertical movement will be allowed on the salary schedule in 2022-2023.

Article C – 2 RECERTIFICATION POINTS

Recertification points gained in the PDC program may be used for Teacher recertification, but will not be used for step changes on the salary schedule.

Article C – 3 EXTRA PAY FOR TEACHERS ON CONTRACT WHO SUBSTITUTE IN THE BUILDING

Teachers who are assigned by Administration to substitute or act in other supervisory capacity during their scheduled planning period shall be paid one-fourth of the substitute Teacher's daily pay.

Article C – 4 ITEMS RELATIVE TO SUPPLEMENTAL PAY AND COACHING

Various duties of Teachers which are conducted outside the school day and which are in excess of normal teaching responsibilities shall be assigned when possible by mutual consent of the Teacher and as needed for proper operation of the activities and other programs through mutual agreement of the Teachers and the Administration. The Principals or Superintendent will assign Teachers to the unfilled assignments as deemed necessary. The Board reserves the right not to employ personnel in supplemental positions which are not needed and to establish new supplemental positions at a salary commensurate with similar positions if needed. These extra duties and coaching duties which are assigned by mutual consent of the Teacher and the Administration or are assigned by the Principals or Superintendent as deemed necessary to fill unfilled assignments will be issued as SUPPLEMENTAL TEACHER'S CONTRACT. (See Appendix C & D)

Extra duties and coaching duties which are applied for by the Teacher, or are a part of the teaching assignment, such as head coaching duties, extra duties connected with music, speech, and drama, etc., may be included on the TEACHER'S CONTRACT OF EMPLOYMENT.

Article C – 5 CLASS ASSIGNMENTS

All Teachers who spend one-half or more of their instructional day in grades 7-12 will be assigned a class to sponsor in grades 7-12. The Teachers will sponsor their assigned class unless administratively changed or the class graduates. The duties will be assigned by the Administration as per the number of activities needed. To ensure consistency and fairness, Administration may assign certain duties to the sponsors. Pay will be divided equally according to the grade level or responsibilities that the sponsors may have in a given year.

Article C – 6 ANTICIPATED SCOPE/DESCRIPTION OF SUPPLEMENTAL

An anticipated scope of each supplemental will be completed by the certified staff awarded the contract and approved each year by the building principal by October 1st (See Appendix E).

Article C – 7 EXTRA DUTY PAY

At the beginning of each school year, a list of extracurricular activities will be submitted to each certified employee. The employee will choose four assignments from the list of activities and submit the assignments to the Activities Director, who will develop a work schedule. Once all certified employees have had the opportunity to select four work activities, volunteers will be allowed to request work assignments for the remaining activities. If faculty members are unable to work their assigned duty, they are responsible for securing substitutes. Request for payment will be submitted on time sheets three times a year (November 15, March 15, and May 15) to the Activities Director for approval and payment for work outside the regular teaching day. (See Appendix F)

Article C – 9 CAFETERIA SECTION 125 SALARY REDUCTION PLAN

The Board of Education shall allow all employees to reduce their salary by an amount up to a maximum determined by the Board. This salary reduction money may be applied to one or more fringe benefit options as specified below. These options shall be elected by each employee under the provisions of the Internal Revenue Code 125.

The options available under the IRC 125 Cafeteria Plan will be determined by the Board of Education and may include:

1. Group Medical Insurance or
2. Other options as approved by the Board of Education

Any amount between the cost of options selected and the maximum allowable will be paid to the employee as regular salary. The Board of Education will annually determine those policies and carriers eligible for inclusion in the IRC 125 Plan.

Employees may elect to purchase other insurance, tax sheltered annuities, or investments through payroll deduction, however, they may not be purchased through the Cafeteria Section 125 Salary Reduction Plan.

Article C – 10 HEALTH INSURANCE

Unless they are covered by another employer group health plan through a spouse or other family member, all eligible certified employees must purchase a minimum of the lowest plan available through the district's group health insurance, which meets the Affordable Care Act mandate.

The Board will contribute \$375.00 per month towards the health insurance for each teacher participating in the school sponsored health insurance group for the 2022-2023 school year. If the teacher does not participate in the school sponsored health insurance group, the teacher will not receive the money. USD 439 will comply with all state and federal laws and regulations.

Article C – 11 SICK LEAVE/FUNERAL LEAVE

Each Teacher shall receive eleven (11) days of sick leave per year, accumulative to sixty (60) days. Doctors' appointments, other than routine checkups, shall be allowed as sick leave. Illness, injury, or death in the family** shall be allowed as sick leave. Pregnancy, childbirth, or related medical conditions shall be allowed as sick leave according to Public Law 95-555, regulations of the Equal Employment Opportunities Commission, and the Family and Medical Leave Act of 1993 (FMLA). Leave for catastrophic events and other funeral leave shall be allowed as sick leave (see Catastrophic Leave and Other Funeral Leave, below).

**Definition of the word "family" as it relates to illness, injury, and death in the Sick Leave section, will be as follows:

1. Illness: member's spouse, children
2. Injury, major illness, major surgery: all the above-mentioned in illness plus father, mother, brothers, sisters, grandfathers, grandmothers, mother-in-law, father-in-law, grandchildren, son-in-law, and daughter-in-law.
3. Death: all of the above-mentioned in the illness and injury paragraphs, plus member's great-grandparents.

Article C – 12 CATASTROPHIC LEAVE

Teachers shall be granted up to 5 days temporary leave with pay in cases of catastrophic events (fire, flood, tornado, hurricane - not all-inclusive list) that occurs to the Teacher or Teacher's mother, father, children, grandmother, or grandfather and up to 3 days temporary leave with pay in cases of catastrophic events that occur to the Teacher's brother or sister. This leave shall be granted by the Building Principal and/or the Superintendent and deducted from accrued sick leave.

Article C – 13 OTHER FUNERAL LEAVE

This means the death of a relative or a close friend not mentioned in the Sick Leave section. Leave shall be limited to two occurrences or two days maximum per year and shall be deducted from accrued sick leave.

Article C – 14 UNUSED SICK LEAVE

Certified employees retiring from USD 439 employment upon the conclusion of the 2022-23 school term and thereafter shall be awarded a \$25.00 per day compensation allowance for every day of accumulated sick leave beyond 20 days and up to 60 days maximum per individual. (\$1000.00 maximum draw)

Additional stipulations are twofold:

1. Been employed by USD 439 a minimum of 10 years.
2. Must be fully eligible for KPERS retirement.

Article C – 15 WELL PAY FRINGE BENEFIT

Each certified staff member shall be entitled to earn up to a maximum of three hundred (300) dollars each school year. People eligible for this well pay plan are those individuals who have been charged with two (2) days or less of sick leave during each school year. All certified staff using more than two (2) sick days per school year would not be eligible for this compensation.

The pay rate would be as follows:

| Sick Days Used | Compensation |
|--|--------------|
| Zero | \$300.00 |
| Greater than 0 and up to and including 1 | \$225.00 |
| Greater than 1 and up to and including 2 | \$150.00 |

Each full-time certified staff member shall be allowed eleven (11) days of sick leave per year, accumulative to sixty (60) days. Part-time certified employees shall be paid at the same rate commensurate with their designated teaching contract assignment. Example: A 0.5 teaching contract shall be compensated at the rate of fifty (50) percent of the daily rate. The payment will be made to the certified staff member on a separate check no later than June 30th of each fiscal school year.

Article C – 16 PROFESSIONAL LEAVE:

The Teacher may receive professional leave to attend workshops, institutes, professional meetings or trips involving school business and school visitation upon approval by the Administration.

Article C – 17 PERSONAL LEAVE (Paid):

Personal Leave – Paid: A maximum of three (3) days per year may be used at the discretion of each Teacher for the conduct of personal business. Teachers shall not take temporary leave for personal business on the days immediately before nor after Board-adopted non-working days. Also, no Teacher may use the first ten student attendance days or the last five student attendance days of the school year for personal leave. Exceptions may be made in cases of emergency when authorized by the Superintendent. The notification for personal leave shall be made out in written form at least 48 hours in advance of the anticipated day(s) of absence, except in cases of emergency when authorized by the Principal. Personal leave (paid or unpaid) shall not be granted to more than two (2) Teachers in the district in any one day except in case of emergency when authorized by the Superintendent.

Article C – 18 UNUSED PERSONAL LEAVE (Paid) BENEFIT

Teachers will be reimbursed for unused paid personal days at the rate of \$100 per unused day. The payment will be made to the certified staff member on a separate check no later than June 30th of each fiscal school year. The Board of Education retains the right to adapt the reimbursement for unused paid personal day and/or modify the plan on a year-to-year basis. Should the Board of Education choose to suspend, amend, or terminate the reimbursement for unused paid personal days, notification shall be given to the staff in the period between July 1 and August 15, one year prior to discontinuing the program.

Article C – 19 PERSONAL LEAVE – (UNPAID)

A maximum of one (1) day per year may be used at the discretion of each Teacher for the conduct of personal business. Teachers shall not take temporary unpaid leave for personal business on the first day or last day students are in attendance. Exceptions may be made in cases of emergency when authorized by the Superintendent. The notification for unpaid personal leave shall be made out in written form at least 48 hours in advance of the anticipated day of absence, except in cases of emergency when authorized by the principal. Personal leave (paid or unpaid) shall not be granted to more than two (2) Teachers in the district in any one day except in case of emergency when authorized by the Superintendent. Teachers that take an unpaid leave day will have $1/N^{\text{th}}$ (N =contract days) deducted from the next three (3) pay-cycles following the unpaid leave date.

Article C – 20 JURY DUTY:

Teachers will be released for jury duty as required by law.

Article C – 21 EXTENDED LEAVES OF ABSENCE

Any Teacher who requests and receives an extended leave of absence for more than one semester (90 school days) in a school year will not receive a year's experience on the salary schedule.

- A. Disability Leave: Refer to Board of Education policy #70-37.
- B. Family And Medical Leave: Refer to Board of Education policy #70-110.
- C. Professional Leave: Instructors may receive, subject to the approval of the Board, extended leaves for professional reasons (i.e., advanced course work or training). The length of each professional leave shall be established by the Board after reviewing the request of the instructor. No extended leave shall be considered a termination of employment. Extended leaves shall be subject to the following provisions. An Instructor shall:
 - (a) Receive no salary from U.S.D. #439 when on extended leave.
 - (b) Retain, during the extended leave, accumulated sick leave days but will not receive credit for any additional sick leave days.
 - (c) Retain membership, if so desired, in the group insurance plan during extended leave for the period of time allowable by the insurance company. Arrangements for payment of coverage must be made in advance with the Superintendent.
 - (d) Be reassigned in a regular position which is at least comparable to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of the school year, the effective date of return shall be subject to a vacancy for which the Instructor is qualified. If the date of return from extended leave is the beginning of the school year, the assignment shall be assured, provided the Instructor notifies the Superintendent on or before April 15 of his intention to return. On or before March 15, the Superintendent shall make reasonable attempts to notify each Instructor on leave of this provision.
 - (e) Application for extended leaves shall be made as soon as the Instructor is aware that the leave is necessary. All applications for extended leaves of absence shall be made to the Board of Education.

Article C – 22 RESIGNATION/RETIREMENT

Teachers who submit a timely resignation from USD 439, effective the end of the current teacher contract, shall receive the following incentive:

| Resignation Submitted by: | Incentive |
|---------------------------|-----------|
| December 31 | \$1000.00 |
| January 31 | \$500.00 |
| February 28 | \$250.00 |

ARTICLE C – 23 SICK LEAVE BANK

A sick leave bank will be established to enable participating teachers to extend their number of leave days when necessary by using from the sick leave bank made possible by teachers volunteering days from their sick leave. The bank will be available only to teachers donating days to the bank.

Participation - Participation to the sick leave bank is voluntary and commences when the teacher makes an initial deposit of one day of sick leave. Contributions to the sick leave bank will be made by September 10th of each school year. Teachers employed after the start of the school year will have thirty (30) calendar days to join the sick leave bank by making a voluntary contribution of a day. Sick leave days contributed to the sick leave bank shall be subtracted from accumulated sick leave of the teacher donating but does not disqualify a teacher from the well-pay benefits. Teachers must sign an agreement bonding them to the donation of days, and days donated are no longer the property of the donor. In the event that the bank goes below 20 days, additional days may be requested during the school year if deemed necessary by the sick leave bank committee. Previously participating certified staff who choose not to donate days when requested by SEA at the beginning of a school year are no longer members of the sick leave bank.

If a certified staff that chose not to participate later wishes to join the pool, they may join the following year by contributing a day the next school year by September 10 or by contributing a day if SEA requires participants to contribute a day in the event the sick leave pool drops below 20 days. The SEA president will update the Board Clerk of current participants and days available in the bank.

Sick Leave Bank Procedures –

- a. The Sick Leave Bank Committee shall be chaired by the Association President (or SEA appointee) and shall consist of two additional certified staff identified at the beginning of each school year, and the respective building principal. If the teacher works in both buildings, the principal of the building where a majority of the time is spent will be assigned to the committee. Upon review by the committee, the chairperson shall notify the teacher if the application to receive days from the sick leave bank has been approved or denied.
- b. Use of the sick leave bank shall be used for serious injury or illness of the teacher or teacher's immediate family (spouse, child, parent). No one may use the sick leave bank until his/her sick leave is exhausted. No teacher shall use sick leave after becoming eligible for disability benefits of Kansas Public Employees' Retirement Systems. A

doctor's documentation justifying the medical leave is required, this statement will be attached to the request to draw from the Sick Leave Bank form.

- c. Any leave request prior to the birth of the child(ren) as recommended by a treating physician may be taken from sick leave bank. Maternity/Paternity leave shall be available immediately following birth and/or adoption of the child(ren). If the teacher does not have 30 days (6 weeks) available in their sick leave, the teacher must first use all their available personal leave and sick leave days. Then the teacher may request up to five (5) days from the sick leave bank. After the sick leave bank days are used, additional days are unpaid. Maternity/Paternity leave is defined by the Family Medical Leave Act.
- d. For other catastrophic events (i.e., natural disaster, death of immediate family member, or others as determined warranted by committee) teachers may request days from the sick leave bank once the teacher has exhausted their personal and sick leave days.
- e. Employees desiring to use the bank must submit a written request via Sick Leave Bank Form to the SEA President. The request must stipulate how their previous sick leave was used and how the requested days will be used. Any teacher making an application for days from the sick leave bank must provide appropriate documentation to substantiate that the teacher is unable to work because of illness/injury or other documentation as requested from the committee (i.e., death certificate, etc.). The SEA President will send a copy of the application form to the superintendent and Board Clerk and should refer the request to the Sick Leave Bank Committee for consideration.
- f. The initial grant shall not exceed five (5) days. Requests for additional days shall be reviewed by the committee and may be extended up to five (5) days. No employee may use more than thirty (30) days from the sick leave bank in any one calendar year. Approval or denial of requested days is at the discretion of the sick leave bank committee. The SEA President shall provide the applicant, in writing, the action on the request. The Superintendent and Board Clerk shall be notified regarding the action.
- g. Decisions related to approval or rejections of requests for sick leave bank use will be a majority rule basis. Certified staff who wish to appeal a decision of the committee shall make such an appeal directly to the superintendent. The superintendent will consult with the committee to make a final decision. The decision of the committee and superintendent is final and shall not be the basis of any grievance.

Article D – Teacher-Board Relations

Article D – 1 TEACHER DUE PROCESS

Whenever a Teacher who has taught four or more continuous years in the district is given written notice of a board's intention to not renew the Teacher's contract, the Teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract.

The board shall hold such meeting within 10 days after the filing of the Teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The Teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

Article D – 2 GRIEVANCE PROCEDURE

This procedure shall be the sole procedure for remedying any and all violations of this Agreement, except where specifically set out to the contrary.

DEFINITION OF GRIEVANCE - A grievance is a complaint by a person(s), or the Association covered by this Agreement involving an alleged misinterpretation, misapplication, violation or disregard of this agreement.

PROCEDURE FOR HANDLING GRIEVANCE:

Step One. The aggrieved person(s) shall first present the grievance in writing to their Principal within five (5) school days of its occurrence with the objective of resolving the matter informally. The aggrieved person(s) shall have the right to have an Association member present at such a meeting. The Principal shall have the right to have a professional person present at such a meeting. If the grievance is not resolved, or if the Principal does not answer the grievance within five (5) school days of its receipt, the grievance shall advance to Step Two.

Step Two. In the event the grievance is not satisfactorily resolved in Step One, the aggrieved person(s) and/or their representative shall give formal notice in writing to the Principal and the Association Professional Rights and Responsibilities Committee (PR&R). The PR&R Committee and/or the aggrieved person(s) may within twenty (20) school days after the grievance occurred request in writing to meet with the Superintendent, setting forth the grievance.

Step Three. Upon receipt of the grievance, the Superintendent shall within five (5) school days attempt to arrive at a settlement with the aggrieved person(s).

Step Four. In the event the grievance is not satisfactorily resolved at Step Three, the PR&R Committee and/or the aggrieved person(s) may, within five (5) school days after the decision in Step Three, request a hearing before the Board of Education. However, the Board may designate a committee of Board members at least two (2) to hear such grievance. This Board Committee hearing may be waived by mutual consent of the aggrieved person(s) and the Board.

Step Five. In the event the aggrieved person(s) is/are not satisfied with the disposition of the grievance at Step Four, the aggrieved person(s) and the Board shall seek to agree on and establish the necessary procedure to resolve the grievance.

Article D – 3 TEACHER PERSONNEL FILES

If at any time a memorandum is placed in the Teacher's personnel file, which describes an incident to be used as a basis for affecting a Teacher's future employment, the Teacher shall be notified of the memorandum and be given a copy of the memorandum if requested. The memorandum shall set forth only the specific facts of any incident recorded. The Teacher may respond in writing to any memorandum. Such response shall be placed in the Teacher's files.

Article D – 4 TEACHER DISCIPLINE, SUSPENSION, AND TERMINATION

The Association recognizes the right of the Board, through the Superintendent of Schools or the Superintendent's designee, to discipline Teachers subject to this Professional Agreement. It is agreed that information concerning proposed disciplinary actions is privileged information. The professional educator may divulge such information for the purposes of consultation or to obtain representation.

Discipline and Suspension shall be progressive and appropriate to the severity of the infraction. Although discipline may be imposed in a progression, the Board reserves the right to impose any level of discipline, including termination, as deemed appropriate without the need to first impose a lower-level measure.

The Superintendent or Superintendent's designee may suspend Teachers from duty. Such suspension shall be immediately reported to the Board. Teachers may be suspended and subsequently discharged for behavior that endangers the safety of students or staff, neglect of duty, violation of professional ethics, unprofessional conduct, insubordination, physical or mental incapacity, or other conduct which substantially interferes with continued performance of duties. In case of a suspension the teacher shall, during the term of suspension, continue to receive regular compensation and other benefits as the contract indicates, unless it is determined the Teacher should be suspended without pay or until otherwise terminated through due process as may be required by law.

If the safety of students or staff is of concern or if the alleged conduct substantially interferes with the continued performance of duties, the teacher may be removed from the classroom or building during the investigation. After an investigation, should the grounds for removal prove to be unsubstantiated, the teacher shall be reinstated.

No licensed employee will be disciplined, suspended, with or without pay, or discharged, without first conducting an investigation to establish the basis to discipline and provide notice. Discipline must be proportional to the gravity of the offense, taking into account mitigating, extenuating, and aggravating circumstances. Any investigation that leads to disciplinary action shall include a meeting with the teacher in question. If an administrator calls a meeting with the intent of discussing disciplinary action, he/she shall provide the teacher with notice of the purpose and the topic of the meeting. The teacher may choose to be accompanied by a representative and will be given the opportunity to respond to any charge prior to any disciplinary action being taken.

After an investigation, should the supervisor determine that the infraction did occur, the most appropriate action will be selected and imposed from the continuum listed herein, taking into account the severity of the infraction and previous disciplinary actions.

Steps for progressive discipline:

1. Written Warning - The supervisor shares the concern(s) with the teacher. Supervisor will share a written summary of the concern(s) and expectations with the teacher and such documentation shall be maintained in the teacher's personnel file. The teacher may respond to the written summary in writing within 10 workdays.
2. Written Reprimand - The teacher receives a signed and dated written reprimand. A copy shall be placed in the teacher's personnel file. The teacher has the right to respond in writing within 10 workdays and that written response shall be attached to the documents in the personnel file.
3. Suspension with Pay - The teacher is suspended with pay. All documents shall be placed in the personnel file. The teacher has the right to respond in writing within 10 workdays and that written response shall be attached to the documents in the teacher's personnel file.
4. Suspension without Pay - The teacher is suspended without pay. The teacher shall be provided notice and an opportunity to meet with the board before a final decision to suspend without pay. The teacher must request the meeting with the board within five (5) workdays of the notice of suspension without pay. If no request for a meeting is made, the suspension without pay shall commence on the day following the expiration of the notice period. If a meeting is held and the board determines the suspension should be imposed, pay will cease on the day following the decision until the period of the suspension without pay ends. All documents shall be placed in the teacher's personnel file. The teacher has the right to respond in writing within ten (10) workdays of the suspension's effective date and that written response shall be attached to the relevant documents in the teacher's personnel file.
5. Termination – The teacher may be terminated provided the Board has established just cause for such action. Just cause shall be defined as any reason put forth by the board that is not unreasonable, arbitrary, or capricious. The teacher shall be entitled to Due Process pursuant to the terms set forth in Article D-1 Teacher Due Process.

If the Teacher is not satisfied with the determination of the supervisor with respect to the Written Warning, Written Reprimand, or Suspension with Pay, the teacher may appeal the decision to the Superintendent or the Superintendent's designee.

If the behavior resulting in the disciplinary action reoccurs, the disciplinary action placed in the member's personnel file shall be retained permanently. If the behavior does not reoccur for five years, the documentation shall be considered null and void and shall be removed from the file upon request of the teacher.

Article D – 5 REDUCTION IN FORCE

Procedural Guidelines:

In the event the Board determines the size of the professional staff must be reduced, the following guidelines shall be observed in reducing the number of teaching positions:

- A. The reduction of personnel shall, when possible, be accomplished through normal attrition;
- B. Staff members who are probationary Teachers or who have been placed on probation;
- C. Staff members who, by state certification standards, are only provisionally certified in their assigned teaching positions;
- D. The Board shall retain those Teachers who in the opinion of the Administration and Board have the most to contribute to the students and the district;

- E. Length of service;
- F. The Board will give any Teacher discharged due to staff reduction a favorable recommendation. Also, any job openings known to the Administration in the Teacher's particular area of education would be made known to the Teacher.

APPENDIX A – Teacher's Contract of Employment

TEACHER'S CONTRACT OF EMPLOYMENT

Unified School District No. 439

Harvey County, Kansas

THIS CONTRACT, entered into this ____ day of _____, 20____, by and between Unified School District No. 439, Harvey County, Kansas, hereinafter called "Board", and _____, hereinafter called "Teacher".

THE PARTIES hereto agree that the Teacher is employed in the position of _____, Step _____, Level _____, and is to perform the duties of such position for the school year 20____, at the yearly contract salary of \$ _____ on the basis of _____ contract days to be paid in not less than twelve (12) substantially equal installments, paid once (or more often) each month commencing in September of the school year.

THIS CONTRACT subject to the following conditions:

- a. The teacher shall perform the duties and services necessary to the position for which employed, shall make and file reports required by the Board or Superintendent, shall cooperate with the administrators in the development and execution of the teaching program, and shall perform such other services as may be mutually agreed upon by the Board and Teacher.
- b. This contract is contingent upon the Teacher being and remaining certificated during the term of employment hereunder with respect to the position for which employed, as provided by law and regulation of the State Board of Education.
- c. In the event the employment of Teacher hereunder should be terminated, as provided by law, prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall be equal in the same proportion of the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined in paragraph two of this contract and further defined and scheduled by school policy manual.
- d. The Teacher and Board expressly agree that they will abide by the school policies. The Teacher and Board agree that they will abide by the Negotiated Agreement between the S.E.A. and the Board. The terms of this contract and conditions of employment shall be subject to revision only upon the mutual consent of both parties hereto.

THIS CONTRACT recommended by the Superintendent of Schools and approved and accepted by the Board of Education on _____.

WITNESS our hands the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 439

Harvey County, Kansas

By _____
President

Clerk

THIS CONTRACT approved and accepted by the Teacher on _____.

Teacher

APPENDIX B – 2022-2023 Salary Schedule

| Step | BS | BS +16 | MS | MS+18 | MS + 36 |
|------|-------|--------|-------|-------|---------|
| 1 | 46070 | 49276 | 50548 | 52082 | 53381 |
| 2 | 46452 | 49706 | 51057 | 52661 | 54040 |
| 3 | 46837 | 50136 | 51570 | 53242 | 54700 |
| 4 | 47224 | 50565 | 52080 | 53821 | 55361 |
| 5 | 47652 | 51035 | 52625 | 54443 | 56063 |
| 6 | 48080 | 51509 | 53170 | 55067 | 56768 |
| 7 | 48506 | 51979 | 53714 | 55689 | 57471 |
| 8 | 48930 | 52451 | 54262 | 56311 | 58176 |
| 9 | 49400 | 52959 | 54842 | 56978 | 58922 |
| 10 | 49870 | 53466 | 55423 | 57643 | 59669 |
| 11 | 50339 | 53976 | 56001 | 58310 | 60417 |
| 12 | 50767 | 54481 | 56582 | 58975 | 61164 |
| 13 | 51205 | 55024 | 57201 | 59672 | 61955 |
| 14 | | 55566 | 57816 | 60366 | 62746 |
| 15 | | 56111 | 58434 | 61060 | 63536 |
| 16 | | 56656 | 59049 | 61756 | 64327 |
| 17 | | 57200 | 59667 | 62495 | 65162 |
| 18 | | 57589 | 60282 | 63234 | 65997 |
| 19 | | 57985 | 60674 | 63974 | 66829 |
| 20 | | 58403 | 61072 | 64366 | 67662 |
| 21 | | 58831 | 61492 | 64768 | 68058 |
| 22 | | 59272 | 61923 | 65191 | 68460 |
| 23 | | | 62365 | 65627 | 68886 |
| 24 | | | | 66074 | 69324 |
| 25 | | | | | 69773 |

APPENDIX C – Supplemental Teacher’s Contract

SUPPLEMENTAL TEACHER'S CONTRACT OF EMPLOYMENT

UNIFIED SCHOOL DISTRICT NO. 439
Harvey County, Kansas

IT IS HEREBY AGREED to by and between the Board of Education of Unified School District No. 439, Harvey County, Kansas (hereinafter referred to as the Board) and _____, (hereinafter referred to as Teacher) is hereby employed by the Board for the school year 20____ to 20____, as defined and scheduled by Board, which shall include the following:

| SUPPLEMENTAL ASSIGNMENT | SALARY |
|---------------------------|--------|
| 1. | \$ |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL SUPPLEMENTAL SALARY | \$ |

Said salary payable in twelve (12) equal monthly payments commencing _____, 20__.

THIS CONTRACT shall not be subject to State Laws 72-5410 through 72-5412, but be offered on a yearly basis and enjoy the privileges of the approved Negotiated Agreement. This contract is supplemental to the provisions of the Teacher's Contract of Employment, a copy of which is attached hereto but is not a part thereof.

BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 439
Harvey County, Kansas

By _____
President Employee

Date Date

Clerk, Board of Education

Date
APPENDIX D – Pay Scale for Supplemental Duties

Supplemental Contracts

Directors

| | | | |
|---|---------------------|--|------|
| 1 | Activities Director | | 5763 |
|---|---------------------|--|------|

Class Sponsors

| | | | |
|---|---------------|------|------|
| 1 | Seventh Grade | 7th | 249 |
| 1 | Eight Grade | 8th | 249 |
| 1 | Freshmen | 9th | 396 |
| 1 | Sophomores | 10th | 406 |
| 1 | Juniors | 11th | 1794 |
| 1 | Seniors | 12th | 723 |

Fine Arts

| | | | |
|---|------------------------|----------|------|
| 1 | Band | 5th-8th | 957 |
| 1 | Band | HS | 3136 |
| 1 | Vocal | JH | 462 |
| 1 | Vocal/Encore | HS | 2809 |
| 1 | 3 Act Play | Inactive | 1238 |
| 1 | 1 Act Play | HS | 333 |
| 1 | Musical/Stage Craft | HS | 3745 |
| 1 | Musical Assistant | HS | 781 |
| 1 | Debate/Drama/Forensics | HS | 1875 |

Other Sponsors

| | | | |
|---|------------------------|------------|------|
| 2 | Assessment Coordinator | Elem/JH/HS | 1500 |
| 1 | Student Council | HS | 1498 |
| 1 | Business/Vocational | Inactive | 1337 |
| 1 | NHS | HS | 317 |
| 1 | Scholars Bowl | HS | 1581 |
| 1 | Quiz Bowl | JH | 791 |
| 1 | Science Fair | HS | 365 |
| 1 | Yearbook | HS | 1597 |
| 1 | JH Yearbook | JH | 309 |
| 1 | FCCLA | Inactive | 1337 |
| 1 | Newspaper | HS | 515 |
| 1 | CHAMPS | HS | 314 |
| 1 | Vocational/Tech | HS | 1337 |

High School Athletics

| | | | | | |
|---|--------------|-----------|-------|------------|------|
| 1 | Football | Head | HS | Boys | 5394 |
| 4 | Football | Assistant | HS | Boys | 3506 |
| 1 | Volleyball | Head | HS | Girls | 5394 |
| 1 | Volleyball | Assistant | HS | Girls | 3506 |
| 1 | Cross County | Head | HS/JH | Boys/Girls | 4577 |
| 1 | Basketball | Head | HS | Boys | 5394 |
| 2 | Basketball | Assistant | HS | Boys | 3506 |
| 1 | Basketball | Head | HS | Girls | 5394 |
| 1 | Basketball | Assistant | HS | Girls | 3506 |
| 1 | Track | Head | HS | Boys/Girls | 4577 |
| 2 | Track | Assistant | HS/JH | Boys/Girls | 3365 |
| 1 | Softball | Head | HS | Girls | 4577 |
| 1 | Softball | Assistant | HS | Girls | 3365 |
| 1 | Baseball | Head | HS | Boys | 4577 |
| 1 | Baseball | Assistant | HS | Boys | 3365 |
| 1 | Golf | Head | HS | Boys/Girls | 3335 |
| 1 | Cheer | Head | HS | Boys/Girls | 5259 |
| 1 | Dance Team | Head | HS | Boys/Girls | 1515 |

Junior High Athletics

| | | | | | |
|---|------------|-----------|----|------------|------|
| 1 | Football | Head | JH | Boys | 3355 |
| 1 | Football | Assistant | JH | Boys | 2522 |
| 1 | Volleyball | Head | JH | Girls | 3355 |
| 1 | Volleyball | Assistant | JH | Girls | 2552 |
| 1 | Basketball | Head | JH | Boys | 3355 |
| 1 | Basketball | Assistant | JH | Boys | 2522 |
| 1 | Basketball | Head | JH | Girls | 3355 |
| 1 | Basketball | Assistant | JH | Girls | 2522 |
| 1 | Track | Head | JH | Boys/Girls | 3522 |
| 1 | Track | Assistant | JH | Boys/Girls | 3209 |
| 1 | Cheer | Head | JH | Boys/Girls | 3355 |

Note - If a Sponsor attends clinics with students and stays overnight, an additional \$100/night will be allowed for the first two (2) nights and \$40 for each night thereafter.

APPENDIX E – Description of Supplemental Duties Form

Description of Supplemental Duties

SUPPLEMENTAL: _____

STAFF: _____

School Term: _____

ANTICIPATED SCOPE OF SUPPLEMENTAL:

(Type Description Here)

DISCLAIMER STATEMENT: The supplemental job description lists typical examples of work and is not intended to include every job and responsibility specific to a position. An employee may be required to perform other related duties not listed on the supplemental job description, provided that such duties are characteristic of that classification.

SIGNATURES:

The above is an accurate reflection of the anticipated duties of my supplemental position.

_____/_____/____

Employee's Signature & Date

_____/_____/____

Supervising Principal's Signature & Date

_____/_____/____ Date Reviewed by Superintendent

_____/_____/____ Date Approved by Board

APPENDIX F – Extra Duty Pay

| | Per Night Football | Per Match Volleyball | Per Game Basketball | Per Game Base/Softball |
|-------------|--------------------------|--------------------------|--------------------------|---------------------------|
| Clock | H.S. 30.00 J.H. 25.00 | H.S. 20.00 J.H. 15.00 | H.S. 20.00 J.H. 15.00 | H.S. 20.00 J.H. 15.00 |
| Gate | H.S. 20.00 J.H. 15.00 | H.S. 15.00 J.H. 12.00 | H.S. 15.00 J.H. 12.00 | H.S. 15.00 J.H. 12.00 |
| Book | | H.S. 20.00 J.H. 15.00 | H.S. 20.00 J.H. 15.00 | H.S. 20.00 |
| Line Judge | | H.S. 20.00 J.H. 15.00 | | |
| Supervision | H.S. 25.00 J.H. 20.00 | | H.S. 10.50 J.H. 7.50 | |
| Chain Gang | H.S. 30.00 J.H. 25.00 | | | |

Weightlifting 14.00 per hour/capped at a total of 120 hrs.

Elementary Music Concerts (Classroom Teachers) 15.00

Activity Bus Driver - Same rate as classified staff

APPENDIX G – Sick Leave Bank Enrollment Form

USD 439 – Sedgwick Public Schools

SICK LEAVE BANK ENROLLMENT FORM

Name: _____

ENROLLMENT

In accordance with Article C - 23 of the USD 439 Teachers Negotiated Agreement, I understand that an eligible employee may enroll as a member of the Sick Leave Bank by donating one (1) sick leave day by September 10, 2023.

☐ Please deduct 1 (one) sick leave day from my allowance, and place it in the Sick Leave Bank.

☐ I do not wish to participate in the sick leave bank.

Signed: _____ Date: _____

ARTICLE C – 23 SICK LEAVE BANK

Participation - Participation to the sick leave bank is voluntary and commences when the teacher makes an initial deposit of one day of sick leave. Contributions to the sick leave bank will be made by September 10th of each school year. Teachers employed after the start of the school year will have thirty (30) calendar days to join the sick leave bank by making a voluntary contribution of days. Sick leave days contributed to the sick leave bank shall be subtracted from accumulated sick leave of the teacher donating, but does not disqualify a teacher from the well-pay benefits. Teachers must sign an agreement bonding them to the donation of days and days, donated are no longer the property of the donor. In the event that the bank goes below 20 days, additional days may be requested during the school year if deemed necessary by the sick leave bank committee. Previously participating certified staff who choose not to donate days when requested by SEA at the beginning of a school year are no longer members of the sick leave bank.

If a certified staff that chose not to participate later wishes to join the pool, they may join the following year by contributing a day the next school year by September 10 or by contributing a day if SEA requires participants to contribute a day in the event the sick leave pool drops below 20 days. The SEA president will update the Board Clerk of current participants and days available in the bank.

Sick Leave Bank Procedures -

- a) The Sick Leave Bank Committee shall be chaired by the Association President (or SEA appointee) and shall consist of two additional certified staff identified at the beginning of each school year, and the respective building principal. If the teacher works in both buildings, the principal of the building

where a majority of the time is spent will be assigned to the committee. Upon chairperson shall notify the teacher if the application to receive days from the sick leave bank has been approved or denied.

- b) Use of the sick leave bank shall be used for serious injury or illness of the teacher or teacher's immediate family (spouse, child, parent). No one may use the sick leave bank until his/her sick leave is exhausted. No teacher shall use sick leave after becoming eligible for disability benefits of Kansas Public Employees' Retirement Systems. A doctor's documentation justifying the medical leave is required, and this statement will be attached to the request to draw from the Sick Leave Bank form.*
- c) Any leave request prior to the birth of the child(ren) as recommended by a treating physician may be taken from sick leave bank. Maternity/Paternity leave shall be available immediately following birth and/or adoption of the child(ren). If the teacher does not have 30 days (6 weeks) available in their sick leave, the teacher must first use all their available personal leave and sick leave days. Then the teacher may request up to five (5) days from the sick leave bank. After the sick leave bank days are used, additional days are unpaid. Maternity/Paternity leave is defined by the Family Medical Leave Act.*
- d) For other catastrophic events (i.e., natural disaster, death of immediate family member, or others as determined warranted by committee) teachers may request days from the sick leave bank once the teacher has exhausted their personal and sick leave days.*
- e) Employees desiring to use the bank must submit a written request via Sick Leave Bank Form to the SEA President. The request must stipulate how their previous sick leave was used and how the requested days will be used. Any teacher making an application for days from the sick leave bank must provide appropriate documentation to substantiate that the teacher is unable to work because of illness/injury or other documentation as requested from the committee (i.e., death certificate, etc.). The SEA President will send a copy of the application form to the superintendent and Board Clerk and should refer the request to the Sick Leave Bank Committee for consideration.*
- f) The initial grant shall not exceed five (5) days. Requests for additional days shall be reviewed by the committee and may be extended up to five (5) days. No employee may use more than thirty (30) days from the sick leave bank in any one calendar year. Approval or denial of requested days is at the discretion of the sick leave bank committee. The SEA President shall provide the applicant, in writing, the action on the request. The Superintendent and Board Clerk shall be notified regarding the action.*
- g) Decisions related to approval or rejections of requests for sick leave bank use will be a majority rule basis. Certified staff who wish to appeal a decision of the committee shall make such an appeal directly to the superintendent. The superintendent will consult with the committee to make a final decision. The decision of the committee and superintendent is final and shall not be the basis of any grievance.*

APPENDIX G – Sick Leave Bank Request Form

REQUEST FOR PERMISSION TO DRAW FROM THE SICK LEAVE BANK

NAME: _____

CURRENT DATE: _____

DATE SICK LEAVE BEGAN (CURRENT ILLNESS): _____

DATE(S) YOU WISH SICK DAYS TO BE APPLIED: _____

Reason for Request: _____

Statement of Pertinent Medical Information for the Committee: _____

(Please attached additional documentation as necessary.)

Physician’s Signature/Date

Employee’s Signature/Date

SEA Committee Signature/Date

Building Principal/Date

Central Office Use Only: Received on: _____