

Professional Agreement

Unified School District #308

and

NEA-Hutchinson

2018-19

Professional Agreement
2018-19

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Duration clause

Professional Agreement
Between
Unified School District #308
And
NEA-Hutchinson
Hutchinson, Kansas

2018-2019 School Year

DEFINITIONS

When used in this Agreement, unless the context otherwise requires,

- A. "BOARD" means the Board of Education of Unified School District, Number 308, Reno County, Kansas.
- B. "MEMBER" means teachers, counselors, librarians, nurses, school psychologists, social workers, physical therapists, occupational therapists, dental hygienists, and certificated or licensed Head Start personnel.
- C. "ADMINISTRATION" means all persons employed by the Board in positions requiring an administrative certificate by regulation of the State Board of Education or persons designated by the Superintendent as administrators, provided these persons are not included in the definition of member as defined in the agreement.
- D. "ASSOCIATION" means NEA-Hutchinson, affiliated with Kansas National Education Association and the National Education Association.
- E. "DAYS" unless otherwise indicated, shall mean calendar days.
- F. "DISTRICT" means Unified School district Number 308, Reno County, Kansas.
- G. "SUPERINTENDENT" means the Superintendent of Schools of Unified School District, Number 308, Reno County, Kansas.
- H. "IMMEDIATE SUPERVISOR" means the principal of the building to which the member is assigned unless otherwise designated by the member's job description.

ARTICLE I
GENERAL TERMS

- A. The basic contract year for members, exclusive of those in supplemental or extended time contracts, shall be not more than 186 consecutive contract days consisting of a minimum of 1116 instructional hours, plus non teaching professional days, as determined by the Board of Education. Teachers new to the district shall be required to attend no more than five (5) professional learning days prior to the formal contracted return date. Teachers new to the district participating in this professional learning will be paid at the rate of \$20.00/hour.
- B. The contract year as negotiated will include non-teaching days for classroom preparation, inservice training or other professional activities.
- C. On professional days scheduled for inservice training, exclusive of orientation days, each member shall attend programs or activities offered by the district. Subject to the approval of the supervisor or principal and the Superintendent or his/her designee, members may elect to attend, research, or study at district resource centers when such research or study will lead to improved instructional opportunities for the members' students, or to perform specific instruction-related tasks in his/her classroom or building. Requests shall be made in writing and submitted ten (10) school days before scheduled inservice date.
- D. A Calendar Committee will be formed each year to develop a school calendar that fulfills Article 1; A, B, and C.
 - 1. The committee shall include five (5) members appointed by NEA-Hutchinson and five (5) persons appointed by the Superintendent or designee. The committee shall be co-chaired by one representative from each group. Two (2) additional community persons shall be appointed by the Calendar Committee.
 - 2. The Calendar Committee will be formed not later than December 1st of each year.
 - 3. The Superintendent and NEA-Hutchinson shall provide the committee with calendar interests prior to the first meeting. The committee will survey the staff, study appropriate calendars and conduct other necessary research.
 - 4. The committee will make its recommendation to the Board of Education by February 1st of each year.
 - 5. The Calendar Committee, in making its recommendation, shall include, but not be limited to, the following holidays:

Labor Day	January 1 (or the Monday following)
Thanksgiving Day and day after	Memorial Day
December 25 (or the Monday following)	July 4 (or the Monday after)
 - 6. Prior to ratification, the proposed calendar will be footnoted with the following:

“Calendar is subject to change based on state laws, funding and negotiations.”

ARTICLE II
LEAVE BENEFITS

A. PERSONAL LEAVE

1. Personal leave is defined, as leave that may be taken when a member must conduct personal matters during the regular school day. A member may take two (2) days per school year of personal leave without loss of pay, when a request for approval is made through channels to the Superintendent, and the Superintendent or his/her designee approves the same. A member may use four (4) days of sick leave for personal use, after the member has exhausted all personal leave and a day(s) of personal leave is needed. In this case, when a member finds that he/she is in need of a personal day, and he/she has exhausted all personal leave, then the member shall submit to his/her immediate supervisor the request for an additional day(s) of leave. The immediate supervisor will forward his/her recommendation to the Superintendent of Schools regarding the member's request for converting a day(s) of sick leave to personal leave. The Superintendent or his/her designee will approve the conversion of sick leave days to personal days on the recommendation of the member's supervisor. Personal leave will not accumulate.
2. When personal leave is requested on the first or last day of school, the day before or after Thanksgiving Recess, the day before or after Winter Recess, the day before or after Spring Recess, the request will only be granted when a substitute teacher can be found to teach in the employee's absence. A personal day requested during parent-teacher conferences or during an in-service day will be granted at the discretion of the building principal with approval by the Superintendent of Schools or his/her designee.
3. Request for leave shall be made on forms provided by the district. Only the immediate supervisor and the Superintendent or his/her designee shall know the contents of the request.
4. If a member's request for personal leave is denied by his/her supervisor, the member may appeal the decision in writing to the Director of Human Resources within five (5) business days after the request is denied. The Director of Human Resources will respond to the member's request for an appeal of the decision within five (5) business days after receiving the request for review of the denial.
5. If the member is not satisfied with the outcome of the appeal made to the Director of Human Resources, the member may then appeal the denial of the personal day(s) in writing to the Superintendent of Schools within five (5) business days after receiving the written decision from the Director of Human Resources. The Superintendent of Schools will respond to the member's appeal in writing within five (5) business days after receiving the appeal. The decision of Superintendent shall be final.
6. If a member does not take either or both days of personal leave provided for in paragraph A.1., the member shall be paid \$50.00 (less deductions) for each day of personal leave which he/she shall not take during the school year or, at the member's option, one day of sick and bereavement leave may be added to the member's accumulated amount for each day of Personal Leave not taken. Payment for unused personal leave shall be paid to the member as soon as practicable after the end of the school year but not later than the last day of June.

B. LEGAL LEAVE

1. A member will be granted the necessary time for appearance in any legal proceeding which the member is required by law to attend.
2. Any member, required to appear for jury duty during such time as the member would be regularly assigned for instructional duty with the district will receive regular pay.

C. PREGNANCY/ADOPTION LEAVE

1. When pregnancy prevents a member from performing her duties, the pregnancy will be deemed an illness to which the sick leave applies. A member shall, if requested by the Superintendent, furnish such medical reports as may be reasonably required to establish that the member is unable to return to work because of her illness.
2. A member who is otherwise eligible may take up to up to 12 work weeks of job-protected unpaid leave for the birth or placement of a son or daughter, to bond with a newborn or newly-placed son or daughter or to care for a son or daughter with a serious health condition, as provided in the Family and Medical Leave Act ("FMLA"). Such leave shall be concurrent with such employee's available sick leave. If and to the extent that eligible members are spouses, the available FMLA leave also is subject to the applicable limitations upon FMLA leave for spouses working for the same employer.

A member who participates in the District's Sick Leave Pool and who requires leave in addition to the member's other available leave in connection with the birth or placement of a child, may make application for additional leave from the Sick Leave Pool. Any such additional leave also shall be taken concurrently with FMLA leave.

3. If a member elects to be absent from work following childbirth, sick leave days will be deducted according to the number of days absent. If the member does not have enough sick leave days to cover the days absent, the member may elect to not work the balance of days up to six weeks (30 duty days) with the cost of a substitute deducted.
4. In the case of (3) above, the amount deducted from the member's salary for a post-pregnancy absence from work shall not exceed the amount paid to the substitute or the member's daily rate of pay, whichever is the lesser amount.

D SICK AND BEREAVEMENT LEAVE

1. Each full-time member begins each year with ten (10) days sick and bereavement leave. That is to be interpreted as meaning his/her own illness or an illness in the immediate family that could be termed "critical" or necessitates the absence of the member to provide care at home. The member will receive full salary for ten (10) days of absence, and the schools will pay the substitute. The "immediate family" is defined as: father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nieces and nephews, or any other person who makes his/her home permanently in the household of the member.
2. After a member has been with the district twenty (20) years, each year the member shall earn one additional sick day for each additional year of service. The member will receive full salary for the additional days of absence and the schools will pay the substitute.

3. It is the responsibility of the Superintendent or designee to decide when an illness with the family is “critical”.
4. If there is reasonable doubt concerning the normal recovery of the sick member of a family, such illness is assumed to be “critical”.
5. If a member does not use his/her sick and bereavement leave, it will accumulate indefinitely; but the limit for sick leave with pay for any one year is sixty (60) days (twelve school weeks). A member whose own personal illness has extended beyond the sixty (60) day limit would be permitted additional sick leave time with salary on the following basis provided he or she has accumulated the sufficient sick leave time and provided the illness is beyond sixty days, has been continuous and the result of the same illness. This schedule is based on years of continuous service to the district:
 - 11-15 years inclusive, 10 additional days (2 weeks)
 - 16-20 years inclusive, 15 additional days (3 weeks)
 - 21-25 years inclusive, 20 additional days (4 weeks)
 - 26-30 years inclusive, 25 additional days (5 weeks)
 - 31-35 years inclusive, 30 additional days (6 weeks)
 - 36 and more years inclusive, 35 additional days (7 weeks)
- a. A member who has additional days of sick leave accumulated beyond the limits set forth above may use those additional days when:
 - 1) The member has a single illness of continuing duration which exhausts all of his or her leave under the limits set forth in this article.
 - 2) The member has a continuing single illness which requires intermittent absences to an extent which exhausts his or her leave under the limits set forth in this article.
- b. To become eligible for the above extension of the use of accumulated sick and bereavement leave time, the member is required to present to the office of the Superintendent of Schools a statement from a licensed physician certifying the health status of the member prior to being granted the extension as scheduled above.
6. A member who is forced by sudden illness or bereavement to discontinue his/her work after one hour from the beginning of the school day shall be given credit for having worked one-half day. A member who is forced by sudden illness or bereavement to discontinue his/her work after one-half school day plus one hour from the beginning of the school day shall be given credit for having worked one (1) full school day.
7. The amount deducted from a member’s salary for an absence due to illness shall not exceed the daily substitute teaching rate or the member’s daily rate of pay, whichever is the lesser amount up to 25 accumulated days. After the 25th day, a member will be docked at the daily rate of pay.
8. Unused sick and bereavement leave reimbursement

- a. A member may elect to receive cash in the amount of \$10.00 (less deductions) for each day of unused sick and bereavement leave accumulated except that a member who is terminated for cause during the school year shall not receive payment for unused sick leave.
- b. On retirement, in good standing, as defined by the contract, a member shall be paid for his/her unused sick and bereavement leave at the rate of \$20.00 per day (less deductions), except that payment for unused sick and bereavement leave upon retirement shall never exceed seventy-five (75) days.
- c. A member who terminates his/her employment in good standing shall be paid for his/her unused sick and bereavement leave at the rate of \$10.00 per day (less deductions), except that payment for unused sick and bereavement leave upon termination shall never exceed fifty (50) days.

E. FAMILY LEAVE

The Federal Family Leave Act (FMLA) shall be part of this contract by reference except that no portion of this contract as previously negotiated shall be diminished in any way. The district plan for providing family and medical leave shall be established and implemented by the director of human resources. Questions regarding FMLA should be directed to the human resources department.

F. LEAVE OF ABSENCE FOR ONE (1) YEAR

Members may take a leave of absence for one (1) year, subject to the approval of the Superintendent or designee. An effort will be made to reemploy the member taking such leave depending on the availability of positions in the district for her/his experience and training. On reemployment, pursuant to this provision, the leave will not count as one year's teaching experience for the member. Any leave approved here under shall be reduced to writing, and shall include any special provisions under which the leave is granted.

H. SABBATICAL LEAVE

1. PURPOSE

In order to provide opportunities for maximal, professional improvement, sabbatical leaves are available to members for formal, full-time study at an accredited college or university. Such study shall be at the graduate level except in the case of vocational teachers who may require additional undergraduate credit as part of their study.

2. ELIGIBILITY

- a. An applicant must have been employed in the district for at least four (4) consecutive years.
- b. A member is eligible for only one sabbatical leave while an employee of the district.
- c. Each applicant must sign a statement of intent to return to service in the district immediately upon completion of sabbatical leave for a period of two (2) years.
- d. The applicant must agree in writing to refund prorated sums paid under the sabbatical leave program should the applicant fail to serve two (2) years in the district following return from sabbatical leave. In addition, interest shall be paid on any sums refunded at the prime rate as determined on the date the release from the contract is approved.

3. APPLICATION

- a. Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following academic year. Applicants shall be notified by April 1 as to the status of their application. The applicant for sabbatical leave shall include an outlined plan for the period requested with their application forms. This plan shall include an official approval by the cooperating accredited college or university.
- b. Not more than one member or the equivalent of one member of the bargaining unit shall be absent from the school system at any one time under the provision of this agreement. The sabbatical may be for a semester or a full year.

4. SELECTION

- a. The committee for sabbatical leave shall consist of two (2) persons appointed by the Superintendent, two members appointed by NEA-Hutchinson, and the Superintendent or designee.
- b. The committee will prepare a recommendation for sabbatical leave appointments, provided sufficient qualified and recommendable applications have been presented.
- c. Criteria for recommendation is to be based on the following:
 - 1) Assured eligibility
 - 2) Potential contribution of advanced study to the school district
 - 3) Evidence of professional growth
 - 4) Potential contribution to the applicant's professional growth
 - 5) The applicant's prior contribution to the school district, potential leadership, or for improvement of classroom instruction.
 - 6) Any other pertinent factor as established by the committee
- d. Following the presentation of the recommendations to the Superintendent of Schools, the Superintendent will then present the recommendation to the Board of Education for approval.
- e. The Board of Education reserves the right to deny any and/or all requests for sabbatical leave.

5. COMPENSATION

While on sabbatical leave, the member shall receive fifty percent (50%) of the contract base salary (does not include extra duty pay, extended contract, or supplemental pay) which would have been earned had the member not been on leave. Payment for a semester's sabbatical leave shall equal fifty percent (50%) of a semester's contract base salary, and payment for a year's sabbatical leave shall equal fifty percent (50%) of a year's contract base salary.

6. GENERAL PROVISIONS

A MEMBER SHALL:

- a. Receive full credit for system experience while on sabbatical leave.

- b. Retain accumulated sick leave days, but additional sick leave days shall not accumulate during the term of the sabbatical leave.
- c. Maintain all rights accruing under Kansas Public Employees Retirement System, if any.
- d. Shall receive the same fringe benefit options as if on full-time status.
- e. Upon completion of sabbatical leave, be reassigned to a position which is at least comparable to the one held when assuming sabbatical leave status.
- f. Not deviate while on sabbatical leave from his/her approved plan except with the written permission of the Superintendent of Schools.

I. EMERGENCY LEAVE

A member may make application for emergency leave for unusual situations so deemed by the member. Approval of such leave may be granted by the Superintendent of Schools or his/her designee. The emergency leave may be either paid or unpaid leave at the discretion of the Superintendent of Schools.

J. WORKER'S COMPENSATION

All injuries are to be reported immediately to the principal and a Workers Compensation Report must be filed as soon as possible with the human resources department in order for a claim to be filed. Report forms are available on the district website.

1. The district carries worker's compensation insurance for all members when they are on duty in the Hutchinson Public Schools. This benefit will pay for medical costs which occur as a result of a member being injured on the job. It also provides a benefit for loss of wages if the member cannot work as a result of an on-the-job injury. Loss-of-wages benefits begin on the eighth calendar day a member is unable to work due to the injury. This benefit is determined by the Worker's Compensation Act of Kansas and is a portion of the member's weekly wage.
2. The injured member will not be charged sick leave or receive sick pay for the portion of wages covered by the loss-of-wage benefit. The injured member will be paid the portion of his/her wages not covered by the loss-of-wage benefit and will be charged sick leave in the same proportion unless she/he requests otherwise. (i.e. If the loss-of-wage benefit is 65% of the member's regular wage, the district will pay the member 35% of the member's regular wage and the member will be charged .35 day sick leave for each day of absence.) Total sick leave will be recorded to the nearest ½ day.
3. For on-the-job injuries, members will seek medical attention, when necessary, from the doctor assigned by the district.
4. The district and NEA-Hutchinson will develop a safety program for members.

K. PROFESSIONAL LEAVE

Workshops deemed necessary for staff or program development may be on a released-time basis with substitutes provided by the school district for workshop participants. Such workshops must be approved by appropriate administrative personnel. The procedures for

requesting professional leave will be distributed to the staff annually. Should members be denied released time for professional leave, members may grieve the denial according to the steps provided in ARTICLE IV of the Professional Agreement.

- L. Members issued a supplemental contract with extended days will receive an extra half day of sick leave for every 10 days of the extended contract.

ARTICLE III SICK LEAVE POOL

A sick leave pool will be initiated and maintained for the benefit of all USD 308 school personnel.

- A. The sick leave pool will be governed by an employee committee having the following representation:
- Two teachers appointed by the President of NEA-Hutchinson.
 - Two classified employees appointed by the Classified Advisory Council.
 - Two Administrators-one principal and one other administrator, both selected by the Hutchinson Administrative Leadership Team.
 - Two ex-officio members (the President of NEA-Hutchinson and/or the Superintendent of Schools).

The sick leave pool committee will be co-chaired by the two ex-officio members. All records will be maintained by the Human Resources Office in collaboration with the President of NEA-Hutchinson. Monthly statements will be issued by the Human Resources Office and received by the sick leave pool committee.

B. MEETINGS

The sick leave pool committee will meet on an as needed basis. The Director of Human Resources and the President of NEA-H will prepare the agenda in advance. In case of an emergency, the co-chairpersons may call a special meeting of the sick leave pool committee. If the Director of Human Resources has received a request for use of the sick leave pool, and in his/her opinion, a meeting is not necessary to decide the outcome of the request, the HR Director may send information electronically to all voting members of the committee asking each member to cast his/her vote by return e-mail. The HR Director will inform all members of the committee the results of voting cast electronically.

C. MEMBERSHIP

Each newly hired employee named to a permanent position will be given the opportunity to join the sick leave pool by donating one (1) day of sick leave days received in the school year he/she is employed. Open enrollment in the sick leave pool will be limited to the first twenty (20) working days of employment for any employee.

Employees who did not elect to join the sick leave pool upon employment may join at the beginning of any school year until the end of open enrollment for fringe benefits. The required donation days at this time will be two (2) days.

D. APPLICATION

Members of the sick leave pool may make application for up to thirty (30) sick leave days in the event of extended or on-going disability due to illness or injury to self or immediate family. The application for sick leave pool days must be accompanied by a physician's statement verifying the need for the extended or ongoing leave. Extended disability is defined as any health issue that lasts three (3) or more consecutive days. On-going disability is defined as an employee or immediate family member who remains under continuous care of a physician for a specific medical condition. Application may also be made in the event of

the death of an immediate family member as defined in Article II D. 1. Documentation would be required, such as photocopy of the death certificate or obituary. Days borrowed would only allow for attendance at the funeral and related memorial services.

Upon return to full-time service the employee must repay the pool fifty percent (50%) of all borrowed days, at a rate not less than two (2) days per year thereafter. The debiting of the repayment of the days will be done at the beginning of a new school term. If the employee wishes to pay back more than the minimum number of days, a letter including the number of days to be paid back must be submitted prior to the first day of school to Payroll. If any employee retires, resigns, or is terminated at any time after return to service, an amount will be deducted from the employee's last pay check equal to his/her daily rate of pay for fifty percent (50%) of those days not returned to the sick leave pool. However, if the illness or injury is such that the employee is unable to return to work, no payment will be required. In the event that the employee returns to work prior to using all of the requested days, the extra days will be automatically returned to the sick leave pool. The employee will only be required to pay back fifty percent (50%) of the days used, not borrowed.

An employee must use all but up to five (5) days of his/her own sick leave prior to using days from the sick leave pool.

E. LIMITATION OF UTILIZATION

At no point may any employee owe the sick leave pool more than thirty days, except when granted through an appeal process as outlined below. An employee may make application for additional sick leave pool days before all the sick leave days have been repaid by the employee up to a limit of thirty (30) days within any fiscal year/school term.

F. APPEAL

When an application for sick leave pool days is denied by the committee, the employee may appeal the decision of the committee back to the committee for additional consideration.

When an employee has utilized the thirty (30) sick leave days, all other available leave days, and is not receiving benefits from a salary protection insurance policy or any other form of disability benefits, the employee may appeal to the sick leave pool committee for additional days beyond the thirty days. In such cases the employee's appeal must be accompanied by a physician's statement documenting the need for additional absence from work.

G. MAINTENANCE OF POOL

At the onset of the sick leave pool, the Board of Education will make a one time donation of one day for each day donated by a school employee to the sick leave pool. When the aggregate of the sick leave pool reaches a low of one hundred days, each member of the sick leave pool will be automatically debited one day and so notified by the Superintendent of Schools.

H. DONATION OF UNUSED DAYS

Members, who retire from the district or terminate from the district in good standing, may donate up to twenty (20) unused and unpaid sick and bereavement leave days to the sick leave pool, provided the sick leave pool has a total of not more than one thousand (1,000) days in the pool.

ARTICLE IV
GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of member complaints, and to provide recourse to orderly procedure for the satisfactory adjustment of complaints.

A. DEFINITIONS

1. A “grievance” shall mean a claim by a member or a group of members that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, a procedure which implements a provision of this Agreement and which is specifically attendant upon such provision, or the following:

If a method of review is prescribed by the law, or by any rule or regulation of the State Board of Education having the force and effect of law.

2. A “Grievant” shall mean a member or a group of members filing a grievance.

B. GRIEVANCE PROCEDURES

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor.

Nothing in this article shall prevent the grievant from being appropriately represented during this process.

Grievances not resolved shall be presented and adjusted in the following manner:

1. STEP ONE

- a. Any member may, in writing, present a grievance to the principal of the school or the immediate supervisor, within fourteen (14) days or ten (10) school days following knowledge of the act or condition which is the basis of the member’s complaint. The member and the principal of the school shall confer within fourteen (14) days or ten (10) school days of the receipt of the grievance with a view to arriving at mutually satisfactory resolution of the complaint. In the case of an individual grievance, the member must appear personally at the conference, and may be represented by a member of the bargaining unit, or an attorney at law of his/her choice. In a group grievance, one or more grievants may be designated, in writing, by other members of the group to appear personally at the conference with a representative of the bargaining unit, or an attorney at law of the grievants’ choice to represent the group.
- b. The grievant may present written documentation, including affidavits, at the conference.
- c. The principal of the school or supervisor will communicate his/her decision in writing together with the supporting reasons, to the aggrieved member, and to the Superintendent of Schools within fourteen (14) days or ten (10) school days following the conference.

2. STEP TWO

- a. If the grievance is not resolved at Step One, the aggrieved member may appeal to the Superintendent of Schools within fourteen (14) days or ten (10) school days after the member has received the decision of the principal of the school or supervisor. The appeal shall be in writing, and shall set forth specifically the act or condition and the grounds on which the grievance is based.
- b. The Superintendent of Schools, or designee, shall meet and confer with the aggrieved member on the grievance within fourteen (14) days or ten (10) school days of the receipt of the appeal, in view to arriving at a mutually satisfactory solution of the grievance. The member shall be given at least five (5) days or three (3) school days notice of the conference. The member may appear alone or he/she may be represented by a member of the bargaining unit or an attorney at law of his/her choice. The member shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this agreement. In a group grievance, one or more grievants may be designated, in writing, by other members of the group to appear personally at the conference with a representative of the bargaining unit, or an attorney at law of the grievants' choice to represent the group.
- c. Notice of the conference shall also be given to the principal of the school or immediate supervisor who rendered the decision at Step One, and the principal or supervisor may be present at the conference to state his/her views. The grievant may present written documents, including affidavits, at the conference.
- d. The Superintendent of Schools, or designee, shall communicate his/her decision in writing, together with the supporting reasons, to the member and his/her representative, if any, within fourteen (14) days or ten (10) school days following the conference. The principal or supervisor who rendered the decision at Step One shall also receive a copy of the decision.

3. STEP THREE

- a. If the grievance is not resolved at Step Two, the member may appeal from the decision of Step Two to the Board within fourteen (14) days or ten (10) school days after the decision of the Superintendent of School, or designee, has been received. The appeal shall be in writing, and shall set forth specifically the reasons for the appeal.
- b. The Board shall meet and confer with the aggrieved member with a view to arriving at a mutually satisfactory solution of the complaint, within twenty (20) days of the receipt of the appeal.
- c. The member shall be given at least seven (7) days or five (5) school days notice of the conference.
- d. The member may appear alone or may be represented by another member or an attorney at law of his/her choice. In a group grievance, one or more grievants may be designated, in writing, by other members of the group to appear personally at the

conference with a representative of the bargaining unit, or an attorney at law of the grievants' choice to represent the group.

- e. The member may present witnesses at the conference with the Board.
- f. Notice of the conference shall also be given to the principal of the school and the Superintendent who may be present at the conference to state their views.
- g. The Board will communicate its decision in writing, together with the supporting reasons to the aggrieved member within twenty (20) days following the conference.

4. STEP FOUR

- a. If a grievance pertaining to an alleged violation of the specific terms of this agreement is not resolved to the satisfaction of the grievant at Level Three, the Association may submit the grievance to advisory arbitration within thirty (30) days after receipt of the decision at Level Three, according to the procedure in (b) of this section.
- b. Any dispute to be decided by advisory arbitration shall be decided in accordance with the labor arbitration rules of the American Arbitration Association (AAA) in effect on the day of the demand for advisory arbitration, provided the arbitrator shall be prohibited from changing any language of this agreement or awarding any relief greater than that sought. Expedited AAA rules may be used upon mutual agreement of the Board and Association. The decision of the arbitrator shall be advisory on both parties. The cost of services of the arbitrator, including per diem expenses and all other mutually incurred costs, shall be borne equally by the Association and the Board. All other expenses shall be borne by the party incurring them. An arbitrator who is not from AAA may be mutually agreed to.
- c. Within thirty (30) days after the arbitrator has submitted his or her decision, the Board shall reconsider its decision and shall render a final determination of the grievance.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step.

The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

The Board and administration, and the member and his/her counsel, will cooperate in the investigation of any grievance. The Board and/or administration will furnish information that is relevant to the grievance being considered upon request by the member or his/her counsel. The member and/or his/her counsel will furnish information that is relevant to the grievance being considered upon request by the Board or the administration.

Should a conference or hearing be held under the grievance procedure, that requires a member and/or the member's counsel and/or witnesses to be absent from their regular

assignments, they shall be released without loss of pay or benefits. Should a large number of witnesses be required, the conference shall be scheduled outside of regular school hours.

C. NO REPRISALS

No reprisal of any kind will be taken by the Board or the school administration against any member because of his/her participation in any grievance procedure provided herein.

D. INFORMAL MATTERS

Matters not warranting the formality of the above described procedure may be discussed informally at appropriate levels according to the organizational chart as described in the Board Policy Handbook.

E. FORMS FOR GRIEVANCE PROCEDURE

Approved forms to be used by members in the Grievance Procedure are available on the district website.

ARTICLE V
STATUTORY EVALUATIONS OF MEMBERS

- A. The document and procedures for the statutory evaluation of members shall be that included in the “Educator Appraisal Program Manual”. Copies of this evaluation document and procedures have been provided to all members and will be provided to all new members and are always available in building offices as well as the district office and website.
- B. An annual performance review will be conducted for all Head Start Teachers as required by Head Start and Early Head Start Performance Standards. A copy of the Performance Standard Review instrument will be in the office of the Director of Head Start and in the building office of each school where a Head Start or Early Head Start Program is located.
- C. Members who have been continuously in the employ of the district for such a period as to require the least number of statutory scheduled evaluations, and who are transferred from one building or assigned to another, shall remain on the same statutory scheduled evaluations, with two (2) exceptions:
1. Members who have been placed upon probation shall be informed of such in conference and in writing, and that they are to be evaluated pursuant to statute as if a new teacher.
 2. When any condition related to the transfer of a member indicates a need for additional statutory evaluations, the member shall be informed of the added statutory evaluations to be made, in conference and in writing.
- D. When a member is dissatisfied with his/her evaluation, the member may request, in writing, a review of the evaluation from the administrator in charge of personnel for the district. The administrator, the principal and the member shall meet and confer in an effort to resolve any differences about the evaluation. The decision of the administrator shall be final. However, nothing in this article shall prevent the member from exercising his/her rights to grieve the evaluation.
- E. Any changes to an evaluation or to the process outlined in the Evaluation Manual will be recommend by a committee. The committee shall include five (5) members appointed by NEA-Hutchinson and five (5) persons appointed by the Superintendent or designee. The committee shall be co-chaired by one representative from each group.

ARTICLE VI
PROBATIONARY STATUS

- A. A member may be placed on probation by the Superintendent of Schools for the malfeasance, misfeasance, or nonfeasance of his/her job responsibilities. Written notification will include specific reasons for placement on probation.
- B. When the cause for placement on probation arises in the course of the statutory evaluation cycle, the procedures to be followed are found in the Educator Appraisal Program Manual.
- C. When the cause for placement on probation arises apart from the ordinary statutory evaluation cycle, the member's evaluator will provide assistance to the member, addressing the reasons for placement on probation as outlined by the Superintendent of Schools and described in the Level I Improvement Plan in the Educator Appraisal Program Manual.
- D. When the cause for placement on probation arises apart from the ordinary statutory evaluation cycle, the member's evaluator will provide assistance to the member, addressing the reasons for placement on probation as outlined by the Superintendent of Schools and described in the Level I Improvement Plan in the Educator Appraisal Program Manual.
- E. The member shall continue to perform his/her regular duties, unless the Superintendent shall direct otherwise, and the member shall receive the salary and benefits to which the member is entitled during the period of probation.
- F. A member shall, on or before March 15 following receipt of notice of a Level II Improvement Plan, correct the deficiencies stated in the letter from the Superintendent of Schools or designee. In both cases, B. and C. stated above, the member will have a reasonable amount of time to correct the deficiencies for probation. Failure to correct the deficiencies for probation may lead to notification of non-renewal of contract.
- G. A member who is aggrieved may appeal the placement on probation according to grievance procedures outlined in ARTICLE IV.

ARTICLE VII
VACANCIES

A. A vacancy list for positions requiring certified personnel will be posted on the school district web site. This list will be maintained consistent with the vacancy list sent electronically to college and university placement offices. Vacancies will be e-mailed to all staff throughout the calendar year. Principals may not fill a teaching vacancy until five (5) school days have passed, giving current members the opportunity to be considered. Anytime this practice is not followed the Human Resources Director will notify the President of NEA-Hutchinson of the decision and the rationale for such a decision.

B. The vacancy list shall include the following:

1. Position title
2. Tentative building assignment
3. Qualifications desired
4. Person to contact for further information

ARTICLE VIII
PLACEMENT ON SALARY SCHEDULE

A. CREDIT FOR EXPERIENCE FACTOR FOR PLACEMENT ON SALARY SCHEDULE

1. The position of a new member on the salary schedule is to be determined by the member's educational experience and years of teaching experience outside the district as outlined in the following paragraph. However, the Superintendent of Schools may make an exception to this and grant up to five additional steps and consider placement in the next column to the right for a position deemed "hard to fill". The Superintendent may not place a member without a Masters degree in the Masters portion of the salary schedule. When the Superintendent does make such an exception, the Superintendent will notify the President of NEA-Hutchinson of the decision and the rationale for such a decision.
2. Credit may be given for teaching experience in other than public schools. Teaching experience in other than public schools will be evaluated, and a recommendation made, by the Superintendent of Schools concerning experience for credit.
3. Teaching experience will be considered only if the member has taught full time for at least nine (9) continuous months in any school year.

B. CREDIT FOR EDUCATIONAL PREPARATION FACTOR FOR PLACEMENT ON SALARY SCHEDULE

A member's placement on the salary schedule will be based upon the receipt of the following items in the Human Resources Office.

1. Form 229, "Application for Salary Schedule Reclassification", by September 15 for fall movement or by February 15 for spring movement.
2. Official transcripts or letter of confirmation signed by a university department chair supporting the "Application for Salary Schedule Reclassification" by September 15 or February 15. The official transcript or the letter confirming college credit by a university department must be submitted to Human Resources in a sealed envelope from the institution granting the college credit. An electronic transcript copy from a college or university is also acceptable provided the sending institution deems it "official."

ARTICLE IX
NON-TEACHING PLACEMENTS ON THE SALARY SCHEDULE

A. CLASSIFICATION OF REGISTERED NURSES

1. For classification purposes, a registered nurse (R.N.) diploma is equivalent to a Bachelors degree for initial placement on the salary schedule. The nurse will remain in the Bachelors classification column until a Bachelors degree is earned.
2. After a nurse has earned a Bachelors degree, additional credit hours shall be applicable for movement on the salary schedule consistent with other certified personnel.

B. THERAPISTS AND HYGIENISTS SALARY

Physical Therapists, Occupational Therapists, and Dental Hygienists may be compensated at an hourly rate of pay or an annual salary. The rate of pay or salary may be adjusted each year not to exceed the average negotiated adjusted salary.

- C. Non-teaching personnel, such as counselors, nurses, school psychologists, social workers, physical therapists and occupational therapists, will be awarded steps according to professional experience outside the field of education in addition to experience within education. This item sunsets on 6-30-19 unless otherwise negotiated.

ARTICLE X
PERSONNEL FILES OF MEMBERS

- A. Any member's files shall be open to the inspection of the employee during regular business hours of the Administration Center. At the request of the member, a representative of the Association may accompany the member for such an examination.
- B. The member shall have the right to respond to all materials contained in said file. Such response shall become part of the file.
- C. Credentials and related papers from teacher placement bureaus, which by their own regulations are labeled confidential, shall be destroyed unless otherwise requested by the entity that sent them after the member is hired.
- D. All materials in a member's file may be removed and destroyed when said material is four (4) years old, unless the law requires it to be kept. Any material that is four (4) years old and eligible to be removed shall be removed at the member's request. A member may request to be present when such material is destroyed.
- E. Members shall be notified prior to any deletion of records to provide the opportunity for the member to be present, if so desired.
- F. Members will be notified of any non-member initiated material added to their personnel file.

ARTICLE XI
SAVINGS CLAUSE

- A. Nothing in this Agreement (those agreed upon pursuant to the “Professional Negotiations”) shall be construed to limit the statutory power and duty of the Board or make, amend or execute decisions and policies that are necessary to operate and maintain the teaching programs and schools and to otherwise carry out its lawful responsibilities. Neither shall anything in this Agreement be construed to limit the statutory power and duty of the Superintendent.
- B. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- C. The Board shall not amend this Agreement, nor make nor execute decisions or policies which violate the terms of this Agreement.
- D. Any previously adopted policies, practices, procedures, customs, rules, regulations or writings of the Board which are in conflict with this Agreement shall be superseded by the terms set forth herein.

ARTICLE XII ASSOCIATION RIGHTS

A. PAYROLL DEDUCTIONS

Within thirty (30) days after receipt of written authorization from NEA-Hutchinson, the Board shall deduct from the salary of the members and make appropriate remittance for Association dues. The Association shall be responsible for the accuracy of such written authorization. The authorization shall be submitted annually to the payroll office by September 10 of each year. Such authorization shall be set forth on a spreadsheet reflecting the name of each employee who has authorized a monthly deduction for Association dues and the monthly amount to be deducted from each such member's monthly payroll payment.

Pursuant to such authorization the Board shall provide for the deduction of one-tenth of such dues from the monthly payroll payment of each employee identified in the Association's written authorization beginning in September and ending in June of each year. The Board shall provide for such employees' professional dues to be paid to the order of the Association within ten (10) school days after the conclusion of each regular payroll period.

An employee's authorized payroll deduction to pay Association dues shall remain in effect until modified or revoked in writing by the Association or by the employee or until such employee's contract of employment is terminated.

B. ACCESS TO BUILDINGS

The Association shall have the right to use school equipment and school buildings for meetings and for the transaction of official association business after regular school hours, subject to the approval of the building principal.

C. COMMUNICATION

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards in each school building. The Association shall have the use of the district mail service, member mail boxes and the district's e-mail for communication to members.

D. RELEASE TIME FOR THE ASSOCIATION PRESIDENT

The Superintendent of Schools will grant release time for the association president when, in the opinion of the Superintendent, it is necessary and beneficial for the association president to meet with the Superintendent, other administrators, or teachers who have requested the assistance of the association president.

E. ASSOCIATION LEAVE

1. Officer, chairperson, or designated members of NEA-Hutchinson shall be granted short leaves of absence to participate in local, regional, state or national meetings.
2. The accumulative leave for such members in a school year shall not exceed forty-five (45) days. In the event the leave for this purpose requires substitute personnel, the district will provide the same, up to thirty (30) days per school year. In the event that more than thirty (30) days are used per school year for this purpose, the district will provide the necessary substitute personnel, with cost thereof to be paid by NEA-Hutchinson.

3. The member requesting said leave must request the same in writing with the request containing the counter signature of the President of NEA-Hutchinson, three (3) days in advance of such leave, to the Superintendent. No leave for a member shall exceed three (3) consecutive school days.

F. JOINT MEETINGS

The Association President and Superintendent will meet jointly throughout the school year to discuss items impacting members.

ARTICLE XIII WORKDAY

A. LENGTH OF DAY

The school workday of the members shall be established by the district Board of Education. Members shall be at their stations/buildings twenty (20) minutes before and twenty (20) minutes after the student school day, five of which will be applied towards the early release days for elementary teachers. At the recommendation of the building principal and building school improvement team, the building staff may agree to modify the workday; however, the total time for members shall be forty (40) minutes more than the student day. On the last work day of the school calendar, the work day for teachers who have attended one open house during the school year will be one and one-half (1.5) hours less than the regular duty day.

In addition to the above time, members are responsible for professional duties. These may include, but not be limited to, the following: professional growth activities, program development, conferences, committee assignments, faculty and departmental meetings, student supervision and one open house/school year.

Non-teaching duties classed as extra pay activities shall receive compensation as indicated in ARTICLE XVII of the Professional Agreement.

B. PREPARATION PERIOD

The Board shall schedule a preparation time/period of at least forty (40) continuous minutes in the elementary schools and one class period in the middle schools and high school. Members may use this preparation time/period for such activities as lesson preparation, grading papers, and conferences. (The member shall be paid for class covers as specified in ARTICLE XVII of the Professional Agreement.)

The District Calendar Committee will schedule ½ day for member data/records at the end of each trimester.

A school improvement team may recommend to the school's faculty that teacher preparation time be altered to accommodate a change in a school improvement plan for a respective school. The recommended change must meet the following criteria: (1) be supported by research showing that a different approach in the use of time in the school will result in an increase in student learning (2) will include not less than 150 minutes of total planning time per week at the elementary school level, and will include not less than the total equivalent of one class period/day/week in the middle schools and high school. To alter how planning time is allocated during the week will require seventy-five (75%) of the members of the bargaining unit in a particular school to cast a vote on the recommendation submitted by the School Improvement Team (SIT), and of this required voting percentage, a simple majority affirmative vote would pass the recommendation. Any voting on a change in how planning time is allocated will be by secret ballot and the voting process shall be conducted by NEA-Hutchinson.

C. SOLICITATION DURING THE WORKDAY

Members will not be solicited for business or fringe matters during the workday without the member's prior permission.

D. PROFESSIONAL LEARNING/PLANNING

Elementary teachers increased the student contact day by 5 minutes during the 2009-10 school year to provide time for Professional Learning Communities, student achievement data analysis, professional development and member planning time. Currently this time, referred to as “release minutes” in the following paragraph, is used when students are dismissed prior to the end of the scheduled school day.

A joint Elementary Planning Team shall be created which includes three (3) teachers appointed by the President of NEA-Hutchinson and two (2) administrators appointed by the Superintendent. The Elementary Planning Team will annually recommend to the Calendar Committee how release minutes are to be used during the following school year. In order to change from current practice the recommendation must meet the following criteria: (1) be supported by research showing that a different approach in the use of time in the school will result in an increase in student learning (2) will include the equivalent of five (5) minutes of release time per student contact day provided by elementary teachers. The joint committee may also alter the District calendar within the current school year to pilot a program which meets the above criteria. In the event the use of release minutes is discontinued for the purpose of Professional Learning Communities, student achievement data analysis, professional development and member planning time, the elementary teachers’ student contact day will be decreased by five (5) minutes. The Superintendent has authority to modify release minutes due to extenuating circumstances, such as snow days. The reasons will be explained in advance to the President of NEA-Hutchinson.

ARTICLE XIV
SALARY SCHEDULE

See ARTICLE VIII A. for placement of newly hired members on the salary schedule.

A. SALARY SCHEDULE EXPERIENCE FACTOR

A member may advance his/her salary horizontally on the salary schedule in accordance with his/her educational preparation as outlined in Article XI. Movement on the salary schedule experience factor is limited to only one step/year.

B. CORRECTIONS TO A TEACHER CONTRACT

When a member determines his/her contract does not accurately reflect his/her correct placement on the salary schedule, the member will have ten (10) working days from the time a newly issued contract is received to notify the Superintendent of Schools of the error and to present documentation that the contract does not reflect the member's appropriate placement on the salary schedule. If the Superintendent of Schools is not notified as described above, then the member's placement on the salary schedule will be considered correct as of that date and changes will not be made to the member's contract.

C. USE OF PROFESSIONAL DEVELOPMENT POINTS FOR MOVEMENT ON THE SALARY SCHEDULE

All members are required to earn a sufficient number of college credit hours and/or Professional Development Council (PDC) points to qualify for renewal of their license and for movement on the salary schedule. Approved PDC points that may be used for relicensure may be used for advancement on the salary schedule under the following guidelines:

1. Twenty (20) approved and completed points are the equivalent of one (1) graduate hour of credit.
2. PDC points may be used for advancement on the salary schedule if the points are approved for the individual by the Professional Development Council at the application or impact level.
3. To qualify for horizontal salary schedule movement on PDC points, the individual must have an approved Individual Professional Development Plan on file and meet the relicensure guidelines as set forth by the Kansas State Department of Education.

4. PDC points are approved for salary advancement as shown below:

from column II to III	300 approved points
from column III to IV	300 approved points
from column IV to V	300 approved points
from column VII to VIII	300 approved points
from column VIII to IX	300 approved points
from column IX to X	300 approved points

5. When a member uses PDC points to advance on the salary schedule, the accumulation of approved points will be reduced by the number used for the salary schedule advancement; members who advance on the salary schedule through the acquisition of an advanced degree do not lose the accumulated PDC points unused prior to the degree.

6. A member wishing to use PDC points for advancement on the salary schedule must submit to the Human Resource Office a request for salary schedule advancement by September 15 for fall movement or by February 15 for spring movement on Form 229, *Application for Salary Schedule Reclassification*. A current and approved PDC transcript to substantiate the request must be received in the Human Resource Office no later than September 15 or February 15.
7. If a teacher earns additional PDC points prior to the first day of the contract year which entitles a teacher to salary schedule advancement, the primary contracted salary shall be under the schedule earned plus up to a maximum of one vertical step.
8. Staff development activities/events for PDC movement must align with the school district's strategic plan.
9. Use of approved PDC points for movement on the salary schedule was added to the Professional Agreement beginning with the 2004-05 school term. Only approved PDC points accumulated from that point forward shall be considered for salary schedule movement.
10. PDC points cannot be used for salary movement if college credit is purchased for the same staff development activity or event.
11. For college coursework to be acceptable for movement on the salary schedule and for renewal of a certificate/license the course must be approved by PDC.

D. TUITION ASSISTANCE

1. Members may apply for college credit tuition assistance for courses taken after July 1, 2008. The following conditions have to be met:
 - The area of study must fulfill a need within the school district as determined by the superintendent.
 - Prior to commencement of coursework, the members shall sign an agreement (Tuition Assistance Agreement) with the district which includes the plan of study to be completed and which shall be approved by the superintendent.
 - The coursework must be completed through an accredited institute of higher learning.
 - a. The maximum tuition assistance for any one course shall not exceed \$250 per credit hour. Additional fees assessed, such as for online or distance education, by the institution will be included. The costs of books or supplies or other related course fees or expenses also qualify for tuition assistance.
 - b. Part-time members are entitled to tuition assistance on the same basis as full-time members.
2. Completion of Program
 - a. By accepting tuition assistance, members agree to continue their employment by the district for three (3) years after completion of an approved plan of study. If a member leaves the district prior to completing an approved plan of study or prior to expiration of the three-year period after completion, an amount equal to the total amount of tuition assistance received by the member will be deducted from the member's final payroll check. Upon approval of the Board of Education, the pay back will be prorated when extreme circumstances, such as critical illness or spousal relocation,

necessitate the member leaving the district. Proration will be according to the number of years the member has worked beyond the completion of the approved plan of study. Such deduction shall not exceed the amount of the member's final payroll check after deducting taxes and insurance. No such deduction will be made if the member's employment is terminated or non-renewed by the District within three years after completion of an approved plan of study.

- b. If a member fails to complete an approved plan of study and continues to be employed by the district, an amount equal to the total amount of tuition assistance received by the member will be deducted from the member's final payroll check of the fiscal year when the plan of study was dropped. Such deduction shall not exceed the amount of the member's final payroll check after deducting taxes and insurance.
3. A member may obtain tuition assistance by either having the institution directly bill the district or by providing a receipt showing expenses paid as a part of the course when enrollment is complete. The member will be required to submit an official transcript at the end of each spring semester to verify a grade of A or B for courses taken during the previous year. The transcript will be submitted to Human Resources in a sealed envelope or submitted electronically, if possible, from the institution. The member will provide an unofficial grade report showing the final grade of an A or B at the completion of each course taken. If the member does not finish a course or if a transcript review determines the member did not receive a grade of A or B in a particular course, the member must reimburse the district the total amount spent on the course. Any assistance not repaid prior to the member's final check of the contract year will be deducted from that check. Such deduction will not exceed the amount of the member's check after deducting taxes and insurance.
4. Members can use hours earned through Article XIV, D to move horizontally on the salary schedule, if those hours qualify.
5. As a part of the application process, the date by which any licensure endorsements must be added by KSDE will be determined. Should a member not meet this deadline, a dock of \$100 per month will be assessed against the member until the appropriate endorsement is added to his/her license not to exceed the total amount of tuition assistance for the program of study.
6. If a member successfully adds an endorsement without completing a plan of study, the member is released from the need to complete said course of study.

E. SUPPLEMENTARY SALARY SCHEDULE

The 2018-2019 Supplementary Salary Guide is available at www.usd308.com under Staff Resources then Employee Handbooks.

F. PART-TIME MEMBERS

1. The member shall receive the percentage of the compensation for that step based on the percentage of time the member is employed.
2. Part-time members will be eligible for all district benefits that full-time members are eligible to receive based on a pro-rated basis.

ARTICLE XIV
2018-19 Salary Schedule

STEP	BA-0	BA-15	BA-30	BA-45	MA-0	MA-15	MA-30	MA-45	MA-60
1	\$38,550	\$39,421	\$40,312	\$41,224	\$43,107	\$44,082	\$45,078	\$46,097	\$47,139
2	\$39,128	\$40,072	\$40,977	\$41,904	\$43,888	\$44,897	\$45,957	\$46,996	\$48,077
3	\$39,715	\$40,733	\$41,653	\$42,594	\$44,682	\$45,727	\$46,853	\$47,912	\$49,034
4	\$40,311	\$41,405	\$42,340	\$43,298	\$45,491	\$46,574	\$47,766	\$48,847	\$50,009
5	\$40,916	\$42,088	\$43,039	\$44,012	\$46,315	\$47,435	\$48,698	\$49,799	\$51,004
6	\$41,529	\$42,782	\$43,750	\$44,738	\$47,153	\$48,313	\$49,648	\$50,770	\$52,019
7	\$42,152	\$43,489	\$44,471	\$45,476	\$48,006	\$49,206	\$50,616	\$51,760	\$53,054
8	\$42,785	\$44,206	\$45,205	\$46,227	\$48,875	\$50,117	\$51,603	\$52,770	\$54,111
9	\$43,426	\$44,936	\$45,951	\$46,990	\$49,760	\$51,044	\$52,609	\$53,798	\$55,187
10			\$46,709	\$47,764	\$50,660	\$51,989	\$53,635	\$54,847	\$56,285
11			\$47,480	\$48,553	\$51,578	\$52,950	\$54,681	\$55,916	\$57,405
12				\$49,354	\$52,511	\$53,930	\$55,747	\$57,008	\$58,547
13				\$50,168	\$53,461	\$54,928	\$56,835	\$58,119	\$59,713
14					\$54,429	\$55,944	\$57,943	\$59,252	\$60,901
15					\$55,414	\$56,979	\$59,072	\$60,408	\$62,113

ARTICLE XV
FRINGE BENEFITS FOR MEMBERS

- A. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. This program shall be a salary reduction plan which also allows members to deduct certain additional benefits not allowed under the Section 125 program as well as provide certain fixed benefits as described later in this section.

- B. Benefits that may be used under salary reduction include the following:
 - 1. District sponsored group health insurance
 - 2. District sponsored cancer insurance
 - 3. District sponsored dental insurance
 - 4. District sponsored vision insurance
 - 5. Dependent care reimbursement
 - 6. Medical reimbursement
 - a. All members with medical reimbursement will be required to use the medical reimbursement card provided to the member as a part of this benefit.

- C. *The Board shall contribute toward the purchase of health insurance the sum of four hundred fifty-five (\$455.00) or the minimum required by the Affordable Care Act (whichever is greater) per month for each full-time member who participates in the district's health insurance group. Beginning with the new plan year on January 1, 2019, the Board shall contribute toward the purchase of health insurance the sum of four hundred eighty-five dollars (\$485) per month for each full-time member who participates in the district's health insurance group. The President of NEA-Hutchinson and the Superintendent of Schools will each name up to six (6) members to the benefits committee. The President of NEA-H, one Board member, the Director of Fiscal Management, and the Superintendent of Schools will serve as non-voting members of the committee.

- D. Members may deduct payments to a tax sheltered annuity. These deductions must comply with Internal Revenue Code 403b.

- E. The selection of the options by the members must be consistent with the stipulation of the insurance packages and in such a manner to allow reasonable administrative procedures. Selection may not be changed during the school year, except the plan may permit a participant to revoke a benefit election after the coverage period has begun and make a new election for the remainder of the covered period if both the revocation and new election are on account of and consistent with a change in family status insofar as health insurance is concerned (e.g. marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment of spouse).

*Change approved 7/26/10

ARTICLE XVI
EXTRA PAY ACTIVITIES

A. *Non teaching duty assignments shall not be made for the following duties without voluntary consent of the member. Extra pay activities shall be paid monthly as part of the member's regular paycheck. Those performing such duties outside the regular school day for which they are not receiving supplemental or differential pay, shall receive the following compensation:

1. Selling Tickets\$11.00/hour (\$22.00 minimum/session)
2. Taking Tickets\$11.00/hour (\$22.00 minimum/session)
3. Operating or working in a concession stand\$11.00/hour (\$22.00 minimum/session)
4. Scoring or timing games\$11.00/hour (\$22.00 minimum/session)
5. Track timers, field judges\$11.00/hour (\$22.00 minimum/session)
6. Supervisory duties at dances or games\$11.00/hour (\$22.00 minimum/session)
7. Music program supervision.....\$11.00/hour (\$22.00 minimum/session)

MEMBERS MAY MAKE APPLICATION FOR THE ABOVE DUTIES

8. Van Drivers.....\$11.00/hour
9. Lunchroom/breakfast supervision.....\$13.00/hour (This duty may be assigned to a member in the event of an unforeseen emergency.)
10. Safety patrol supervision.....\$11.00/daily-duty assignment
(Members performing this supervision will be on duty outside the school building forty (40) minutes minimum and sixty (60) minutes maximum per daily-duty assignment. When volunteers are not available for this extra pay activity, a member may be assigned this duty, but may not be assigned such duty in more than one of any two (2) consecutive school years.)
11. Noon recess playground supervision\$13.00/hour
It is understood that students shall be supervised during noon recess by members. All members will participate in a rotation for recess unless the participation interferes with the learning of students. Volunteers for this duty will be given preference. Members participating in noon recess supervision will be paid according to Article XVI A. 11.

Additionally, two members, per building, must be present to assist with emergency situations. Members, in each building, will create a list of volunteers for the emergency assistance and the noon recess playground supervision duties to assure compliance with the above provisions. Members serving on the emergency assistance duty will not receive extra duty pay.

12. INCLEMENT WEATHER PLAN

In the event of inclement weather each building will follow the “Inclement Weather Plan”.

- A. The principal of each school shall prepare an inclement weather plan and submit it to his/her faculty for input. The plan will include how student supervision will occur during times of inclement weather.
 - B. Members performing inclement weather duty will be paid at the same rate as noon recess playground supervision outlined in item 11.
 - C. The member will complete a timesheet showing his/her inclement weather duty time(s). The member’s supervisor will approve the timesheet and submit it for payment. Payment will be included in the regular payroll check, the pay period immediately following the approved timesheet being received in the payroll department.
13. **Members will be paid \$20 per hour for IEP meetings, Horizons wrap-around meetings and district required meetings outside the contract day, payable in 15 minute increments.
14. ***Members will be paid \$20 per hour for their work on school improvement planning which occurs outside the contract day.
15. **Teacher Acting as Principal\$200/year for no more than 10 full days, additional days to be compensated at \$40 per full days. A substitute principal will be the first option when an elementary principal has to be out of the office for a full day. It will be the discretion of the building principal to determine if a substitute principal or the Teacher Acting as Principal will be needed for absences less than a full day. Anytime the Teacher Acting as Principal is needed to cover a principal’s absence, he/she will have a substitute teacher in his/her classroom to minimize disruptions to students.

If, in the absence of a principal, the Teacher Acting as Principal is asked to perform extra pay activities for which a classroom teacher would receive compensation, he or she shall be paid at the applicable rate for Extra Pay Assignments in addition to pay for Acting Principal. All Extra Pay Assignments must be recorded on an Extra Duty Form. (Elementary members may apply for duty.)

Teacher Acting As Principal duties may include:

- a. Assuming, and when necessary, delegating principal duties (i.e. breakfast, lunchroom, discipline).
- b. Consulting with parents as needed in the absence of the principal.
- c. Handling any emergency situation that arises in the absence of the principal (must be knowledgeable of the crisis plan as well as fire drill and tornado drill procedures.)
- d. Communicating with the appropriate Central Office Staff when assistance or advice is warranted.
- e. Supervising classified staff as appropriate.

*Change approved 9/26/16 **Change approved 5/27/08 ***Change approved 5/27/2009

ARTICLE XVII
ADDITIONAL COMPENSATION

A. Extended Contracts

The Board may offer extended contracts to members for services provided in addition to the basic contract. Members may submit to the Superintendent a request for an extended contract. Extended contracts are for one contract year only and are not a part of the basic contract.

Extended contracts are not subject to the continuing contract law. Compensation for extended contracts will be at the daily rate of pay (the member's basic salary schedule amount for the teacher duty days contracted), for a specified number of days. Daily rate of pay duties will include, but not necessarily be limited to: Preparation before or after the contract year in a member's area of responsibility.

B. Extra Teaching Period

The Board may offer secondary-level (7-12) members a teaching assignment in place of a planning period. Acceptance of such assignments will be voluntary on the part of a member. These assignments will be for the current contract year only and may be for only a trimester. Compensation will be proportionate to the period of time of the planning period being replaced by the teaching assignment in relation to the number of teaching periods in the school day. (i.e. A member whose teaching schedule follows a five (5) period day would be compensated at one-fifth (1/5) of their annual rate of pay for the entire year or one-fifteenth (1/15) per trimester. A member whose teaching schedule follows an eight (8) period day would be compensated at one-eighth (1/8) of his/her annual rate of pay for the entire year or one twenty-fourth (1/24) per trimester. A member whose teaching day does not follow either of the examples cited will be compensated at a rate calculated individually. If the extra teaching period duty is for less than a grading period, the member will be compensated for the actual number of teaching days.

C. Department Chairperson

Compensation of members identified as department chairpersons at Hutchinson High School will be according to the following formula:

1. Additional salary of \$60/member assigned to the department at the close of the previous school year.
2. Department chairpersons in the six largest departments should be provided one period for chairperson duties.
3. When a chairperson in one of the six largest departments is assigned to teach a full year class rather than have a period for chairperson duties, in addition to receiving regular chairperson compensation, the chairperson will receive for teaching the class, compensation proportionate to the period of time of the planning period being replaced by the teaching assignment in relation to the number of teaching periods in the school day (i.e. A member whose teaching schedule follows a five (5) period day would be compensated at one-fifth (1/5) of their annual rate of pay for the entire year or one-fifteenth (1/15) per trimester. A member whose teaching schedule follows an eight (8) period day would be compensated at one-eighth (1/8) of his/her annual rate of pay for the entire year or one-twenty-fourth (1/24) per trimester.) If the assignment to teach a class

rather than have a period for chairperson duties is for a time less than one year, the compensation will be adjusted in a similar proportion.

D. Member as a Substitute Teacher

1. When the administration assigns a regular member as a substitute teacher at the time that the member does not have a regular instructional period, the member will be compensated at the rates listed in item 2.

In the case of elementary teachers as substitutes, a member will be compensated at the designated rate if students do not go to a physical education or music class ordinarily taught by another teacher. Elementary teachers, who give up plan time to supervise students during elementary dress rehearsal, will be paid according to the schedule below.

Elementary teachers who are asked to incorporate another class into their class are to be compensated according to the schedule shown in No. 2 below:

2. Substitute teaching assignment will be reimbursed on the following basis:
Forty-four (44) minutes or under \$10.00
Forty-Five (45) minutes up to eighty (80) minutes \$15.00
Additional coverage beyond 80 minutes is to be compensated in accordance with current daily substitute teacher pay either half-day or full day, depending on length of class incorporation.

E. Special Education Stipends

1. The salary enhancement for the positions of Psychologist, Speech Therapist, Visually Impaired Teacher, Occupational Therapist and Physical Therapist are to be calculated at 17% of Masters, Step 1 of the Salary Schedule in Article XXIV.
2. Licensed Special Education staff other than those listed in E.1 above will receive a \$1,000 stipend for their work outside the contract day to gather data, write IEPs and other duties needed to fulfill obligations that cannot be completed during contract hours.

- F. Any member who submits a letter of resignation or retirement to leave the district prior to January 31st of the current contract year will receive a salary enhancement of \$500 after the Board approves the letter. Members who submit a letter of resignation or retirement to leave the district prior to November 30th of the current contract year will receive a salary enhancement of \$750 after the Board approves the letter.

G. Curriculum Involvement

1. *It is agreed that members shall be involved as active participants in assisting in district-wide curriculum development, textbook selection committees and other curriculum meeting for the district on a volunteer basis. When such work occurs outside the regular duty day, the member will be paid twenty dollars (\$20.00) per hour.
2. When members are involved in textbook selection committee work and the recommendation of the committee is unacceptable to the Board; then the members on the committee will be provided information regarding the unacceptability of the recommendation and one opportunity to suggest an alternative textbook selection.

- H. The Board may offer contracts for teaching duties outside the regular school day or outside the regular school year. The member will be compensated for these teaching duties at the member's regular daily (hourly) rate for a specified number of hours. These duties will include, but are not limited to, alternate school teaching and summer school teaching.
- I. Online Course Compensation
 - 1. Teacher will be compensated for the development of online courses when authorized and approved in advance by the high school principal as follows for time spent outside the contract day:
 - a. Year 1: Paid at the curriculum involvement hourly rate in Article XIV up to 45 hours.
 - b. Year 2 revisions: Paid at the curriculum involvement hourly rate in Article XIV up to 30 hours
 - 2. Teachers will be compensated for the delivery of online courses during the regular school year as follows:
 - a. Whether the online class is a part of the regular teaching schedule or paid as an extra period is at the discretion of the high school principal.
 - b. Factors weighed in that decision would include the size of the online class and the size of the classes in the teacher's regular schedule.

*Change approved 9/26/16

ARTICLE XVIII
MILEAGE ALLOWANCE

- A. A member required to travel and use his/her own conveyance in his/her assigned duties, will be paid the per mile rate established by the State of Kansas.
- B. A member eligible for mileage allowance payment will receive a monthly check beginning in October of each fiscal year.
- C. A member eligible for this benefit shall select C1 or C2 for keeping the record of miles traveled. The procedure selected, C1 or C2, shall be binding for the academic year under contract.
 - 1. To facilitate the payment of mileage, the mileage traveled per week by the member will be computed beginning in August for twenty (20) days to arrive at an agreed sum to be paid on a regular basis to the member.

OR

- 2. To facilitate the payment of mileage, the member will keep a mileage report of each trip and turn it in by the 25th of each month beginning in August. The mileage allowance payment will be made after the next regularly scheduled meeting of the Board of Education.

ARTICLE XIX
TEACHING ASSISTANT ASSIGNMENTS

A teaching assistant will be assigned to regular education elementary classrooms once the following student enrollments have been maintained for a two (2) week period:

Regular primary classroom (K-3)	29 students
Combination primary classrooms	28 students
Regular intermediate classroom (4-6).....	31 students
Combination intermediate classrooms	29 students

When a teaching assistant is appropriately assigned to a class which exchanges students with another class for purposes such as reading or math, the aide shall be assigned to that group which has the greater need for additional assistance for the portion of time devoted to that subject. Any decision made as a result of this article shall be subject to the grievance procedure.

ARTICLE XX
TRANSFER AND REASSIGNMENTS
TRANSFERS

Members who are transferred to a different building on or after the first student attendance day:

- A. Will receive additional compensation equal to the member's daily rate of pay for one (1) day on or before the second regular pay period following the member's transfer.
- B. Will also receive one (1) day release time with a substitute provided by the district, provided the transferred teacher is at work and is preparing to teach the students he/she will receive as a result of the transfer.
- C. Will receive reimbursement up to \$300 (three hundred dollars) for purchase of necessary classroom materials appropriate to his/her transfer position. The teacher shall submit a request for reimbursement in accordance with Board policy.
- D. Payment will be made to the teacher in a regular payroll check issued on or before the second regular pay period following the teacher's supervisor documenting to the Superintendent or his/her designee that the students in the teacher's classroom were actually engaged in learning on the first day the teacher received students as a result of the transfer.

REASSIGNMENTS

Members who are reassigned to different instructional assignments (course, grade level) on or after the first student attendance day:

- A. Will receive additional compensation that will be based on the member's daily rate of pay and will be a portion of said daily rate of pay for one day according to the portion of the instructional assignment changed.
- B. Will also receive release time with a substitute provided by the school district to work at the school site in preparation for the new assignment as follows:
 - 1. Reassignments of less than one-half day – one day.
 - 2. Reassignments of one-half day to a whole day – two days.
- C. Payment will be made to the teacher in a regular payroll check issued on or before the second regular pay period following the teacher's supervisor documenting to the Superintendent or his/her designee that the students in the teacher's classroom were actually engaged in learning on the first day the teacher received students as a result of the new assignment.

ARTICLE XXI
EARLY RETIREMENT

Members who choose to retire prior to age sixty-five (65) and meet the established criteria are eligible for benefits through an early retirement program.

- A. In order for members of the district to participate in the voluntary Early Retirement Program, the member must meet the following eligibility requirements:
1. The member shall be eligible by age and experience for full retirement benefits under Kansas Public Employees Retirement System (KPERs) or the member shall be a minimum of sixty (60) years of age at some time during the calendar year in which early retirement is requested. [Note: C.1. (b)]
 2. The member shall be receiving retirement benefits from KPERs or from the Social Security Administration.
 3. The member shall not be older than sixty-four (64) years on the date of retirement.
 4. The member shall have a minimum of fifteen (15) years of credited full-time service with the district of which the last ten (10) are consecutive.
 5. The member shall have a minimum of twenty (20) years of credited service as recognized by KPERs.
 6. The member shall be a full-time employee of the district.
 7. Participation in the district's Early Retirement Program by a member shall not create a hardship for the district or its students.
 8. The participation in the district's Early Retirement Program by a member must be approved by the Superintendent.
- B. In order to receive early retirement benefits, the member must provide the following information to the district:
1. A letter stating the member's desire to participate in the Early Retirement Program.
 2. The anticipated date of retirement.
 3. The member's birthday and age on the date of retirement.
 4. The member's current mailing address and telephone number.
 5. The number of years the member has been employed in the district.
 6. The total number of years of service credit recognized by KPERs.
- C. The benefits given to those who qualify and follow the procedures stated above are as follows:
1. The member shall annually receive one of the following:

- a. *Ten percent (10%) of the member’s “average annual income” plus two hundred twenty-five dollars/month (\$225.00) to be used toward payment of a health insurance policy as part of the district health insurance plan.

OR

- b. Fifteen percent (15%) of the member’s “average annual income”.

*The salary benefits shall be paid for a maximum period of five (5) years, but in no event will salary benefits be paid after the end of the school year when the member reaches the age of sixty-five (65). [Refer to A.1. above] The health insurance benefit begins the month following when the employees existing contract and health benefit ends. The member may continue their health insurance on COBRA after July 1 and before the beginning of the benefit. The health insurance benefit shall continue until the month in which the benefit has been paid for sixty (60) months, or, if earlier, the month in which the retiree becomes sixty-five (65). The member will elect which form of early retirement benefit (10% salary/\$225 monthly health insurance benefit or 15% salary) the member desires on a form provided by the district.

- 2. If the benefit ends before the retiree reaches age sixty-five (65), the retiree who elected the 10% salary/health insurance benefit may continue the health insurance at their own expense until the retiree becomes eligible for Medicare at age sixty-five (65).

Employees who intend to retire must notify the Superintendent of Schools in writing before March 1 each year. Potential retirees who have given written notice will schedule a meeting with the Benefits Coordinator to calculate the annual payment on an Early Retirement Worksheet.

The “average annual income” shall be defined as the average of the Primary and Supplemental contracts over the last 16 quarters of employment. The first payment shall be made the January following commencement of the employee’s retirement.

*Any person who is eligible for early retirement benefits and who, at the time of application for early retirement, is the insured person participating in the district health insurance plan, may choose to continue group health insurance through the district group health insurance program until the early retiree reaches the age of sixty-five (65). Persons who are not a member of the district group health insurance plan at the time of application for early retirement are not eligible to elect the 10% plus \$225/month insurance benefit. Change in category of coverage may be made only in accordance with the following chart in the absence of a life qualifying event.

<u>Coverage at time of application for Early Retirement</u>	<u>Options</u>
Single	Single
Family	Single Employee/Spouse Employee/Child Family

Employee/Spouse

Single
Employee/Spouse

Employee/Child

Single
Employee/Child

3. All early retirement benefits paid by the district shall automatically terminate upon the death of the member or at any time the retiree does not receive retirement benefits from either KPERS or the Social Security Administration for a period which exceeds one month. The retiree or surviving spouse has the option to continue health care coverage at his/her own expense at the current member rate.
- D. It is the parties' intent that the district's early retirement incentive plan shall not constitute a non-qualified deferred compensation plan within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"). The parties agree that the provisions of the district's plan shall be construed and applied in accordance with I.R.C. 409A (a)(2), (3) and (4) to avoid the plan's treatment as a failed non-qualified deferred compensation plan as contemplated by Section 409A of the Code and the regulations promulgated pursuant thereto. This paragraph shall be effective for tax years commencing after December 31, 2004, and thereafter.
- E. Upon approval of the Board of Education, the qualifying date for early retirement notification may be waived if a member can document extenuating circumstances, such as an unanticipated staffing change or health issue, which occurs after March 1 of any year that necessitates the need to retire from USD 308.

*Change Approved 5/27/08

ARTICLE XXII
REDUCTION IN FORCE

A. General Provisions

Reduction in force may occur when the district finds it necessary to reduce the number of members due to program elimination or reduction, insufficient enrollment, insufficient revenue, reorganization of the district, consolidation or modification of programs, or any other reason which may require reduction in personnel. In the case of reductions in force due to program reductions, prior to the administration's public recommendation to the Board to initiate reduction in force procedures, the Superintendent will consult with the president of the Association regarding the possible program reductions.

1. Whenever possible, the reduction in force will be accomplished through normal attrition.
2. If the necessary reduction cannot be accomplished through attrition, the Board shall first retain those members possessing current teaching certificates with the longest period of continuous service in the district who are qualified to teach in those areas or disciplines to be preserved. For full-time members, seniority is defined as the number of contracted years of employment in the district. For part-time members seniority is defined on the basis of the total of the fractional years the member has been employed.
3. The Superintendent will recommend to the Board the names of members to be terminated under the reduction in force provision and in accordance with state statutes regarding teacher contracts.

B. Recall Provisions

1. Those members who have been terminated through a reduction in force shall be offered reemployment with the district for a period of up to three (3) years following the reduction when vacancies occur for which the member is licensed.
2. Upon reemployment, the member shall resume the position on the salary schedule according to the member's experience and training. The member may receive a maximum of one (1) year's experience on the salary schedule if the time of unemployment exceeded one school year.
3. Reemployed members shall be credited with leave benefits accumulated prior to termination.
4. New members shall not be employed if there are terminated members on recall who have proper certification and qualifications to fill vacancies.
5. If the member is offered two (2) positions in which he or she is licensed and those are rejected by the member, then the school district is not under any further obligation to offer additional opportunities to return until after July 1 of that calendar year.

ARTICLE XXIII
STATE INSERVICE PLAN

A. Purpose of the Professional Development Council

The Professional Development Council (PDC) will exist for the following purposes:

1. Assist in determining inservice needs for the staff of the Hutchinson Public Schools.
2. Recommend inservice activities to meet the needs of the certified staff. Facilitate efforts internal and external to the district for inservice education activities.
3. Approve or disapprove participants individual professional development plan (IPDP).

B. Organization of the Professional Development Council

1. The Professional Development Council (PDC) will consist of nine (9) voting members, [five (5) teachers and four (4) administrators] and the director of human resources.
2. Administrators on the PDC will be appointed by the Superintendent or his/her designee on or before October 1 and will serve a one (1) year term. The director of human resources will chair the council as a non-voting member. The remaining four (4) administrative positions will include an elementary principal and a secondary principal.
3. Teachers on the PDC will be appointed by the President of NEA-Hutchinson, subject to approval by the NEA-Hutchinson Executive Board, by October 1, and will serve a one (1) year term. Each of the elementary, middle and high school levels will be represented on the PDC.

C. Governance of the State Inservice Plan

By-laws and operating procedures will be established by the PDC for implementing and administering the state and local inservice plan. Specific information regarding member participation will be distributed to eligible participants.

ARTICLE XXIV
ACTIVITY PASSES

A member's district photo-identification badge shall be considered an activity pass. The member's district photo-identification badge shall admit the member and two additional persons to all home regular season activities at which there is an admission charge, provided all persons seeking admission enter the same entrance at the same time. Members are allowed to purchase district-wide activity tickets at 50% off the current ticket price. Tickets must be purchased by the member from the athletic office in order to qualify for the discounted rate.