

Sick Leave

Proposed language:

L. Extended Contract Employee Sick Leave

All licensed employees working more than 186 contract days (Extended Contract Employees) will be granted additional sick days to be prorated. Sick days will be prorated at 4 additional weeks over contract to be equivalent to 1 full sick day.

Date Proposed: _____ 5/7/2018 _____
TA date: _____
Date Dropped: _____

DUE PROCESS

A. Termination

A1. The termination or nonrenewal of the contractual services of any licensed employee, excluding administrative personnel, shall be for just cause. **Just cause** may include, but is not limited to, conduct unbecoming a professional staff member, unwillingness to be governed by this Agreement or other official policies of the Board of Education of District 308, neglect of duty, incompetence, unethical behavior, or loss of effectiveness as a teacher.

A2. All contracts for employment of licensed employees, excluding administrative personnel, shall be deemed to continue for the next succeeding school year unless written notice of the intention to terminate or not renew the contract is served by the Board of Education upon any such licensed employee by the date specified by Kansas statutes (third Friday in May), or unless the licensed employee shall give written notice to the Board of Education on or before the date specified by Kansas statutes (second Friday after the third Friday in May) that the employee does not desire continuation of the contract. (Law overrides named dates.) Terms of a contract of employment may be changed at any time by mutual consent of both the licensed employee and the Board of Education of the Unified School District 308. The termination of the services of any licensed employee, excluding administrative personnel, can occur at any other time for just cause.

B. Procedural Due Process

B1. The parties to this Agreement recognize that all licensed employees need to improve continuously in the performance of their professional duties. To this end, efforts shall be made to assist licensed employees in their professional growth. Such efforts shall include adequate observation followed by conferences in which the licensed employee should participate, in-service growth experiences of various kinds as provided by the school system, and affirmative utilization of the evaluation procedure as established in this Agreement. Once the administration suspects cause for dismissal, special and more detailed observation, evaluation, and conferences shall be initiated immediately to prove or disprove such suspicion.

B2. Upon the failure of the licensed employee to improve sufficiently, or in cases of continued declining efficiency, such licensed employee shall be given notice in writing clearly indicating areas in which substantial improvement is necessary for continued employment. The written notice shall be followed by a reasonable period of continuing sympathetic assistance by such person or persons as designated by the Superintendent of Schools.

B3. In the event the licensed employee does not respond to efforts designed to assist in the improvement of performance, there shall be documentation of evidence indicating that appropriate supervision has been given and that the appropriate level of professional performance has not been attained.

B4. Subsequent to compliance with the above provisions, a private conference may be held between the licensed employee and the Superintendent of Schools offering the licensed employee the opportunity to resign with the assurance that any recommendation made by the Superintendent of Schools will be a forthright statement of the individual's deficiencies as well as the areas of commendable performance.

B5. In the event the licensed employee does not resign, the Superintendent of Schools shall make a recommendation to the Board of Education that the employment of the licensed employee be terminated at an appropriate time. In making such a recommendation, the superintendent shall submit the reasons for the recommendation, along with documentation. The licensed employee shall receive a copy of the recommendation of the Superintendent of Schools and shall be informed in writing of the date, time, and place when the recommendation will be submitted to the Board of Education. The presentation to the Board of Education of nonrenewal shall be no later than the statutory date under KSA 72-5437. This provision shall not apply in cases of immediate dismissal.

B6. The licensed employee shall have the right to be present and represented by counsel when the Superintendent of Schools presents his recommendation to the Board of Education. The licensed employee shall also have the right to examine and have access to the documentation presented by the superintendent, but that licensed employee shall not have the right to be heard at this time. This activity shall not constitute a formal hearing. Action by the Board of Education, upon the recommendation of the Superintendent of Schools, will follow. If the decision of the Board of

Education is to terminate or not renew the contract of the licensed employee, written notice of the intention to terminate or not renew the contract is to be served by the Board of Education upon such licensed employee.

B7. Whenever a licensed employee, defined as any professional employee who is required to hold a certificate to teach in any school district, but excluding any person who is a retirant from school employment of the Kansas Public Employees Retirement System (KPERS), who [a] has completed three (3) consecutive years of employment and been offered a fourth contract in any Kansas school district and has completed two (2) consecutive years of employment in Unified School District 308 and has been offered a third contract; or [b] has completed three (3) consecutive years of employment in Unified School District 308 and has been offered a fourth contract is given written notice of the intention not to renew the contract of employment or termination of such notice of the intention not to renew the contract of employment or termination of such employment, written notice of the proposed nonrenewal or termination shall include a statement of the reasons for the proposed nonrenewal or termination and a statement that the licensed employee may have the matter heard by a hearing officer as provided for by law (KSA 72-5438) upon written notice being filed with the Clerk of the Board of Education within fifteen (15) days that he/she desires to be heard. Where a licensed employee alleges his/her termination or nonrenewal is the result of his/her having exercised a constitutional right, the aforementioned consecutive years of employment requirement shall not apply.

B8. The hearing provided before the selected hearing officer shall afford procedural due process, including the following:

B8.a. The right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or other person whom such party may select.

B8.b. The right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by Affidavit.

B8.c. The right of each party to present by such party's own witness in person, or their testimony by Affidavit or Deposition, except that when presented by Affidavit the same shall be served upon the Clerk of the Board of Education or the agent of the Board and upon the licensed employee in person or by first-class mail to the licensed employee's address which is on file with the Board of Education not less that ten (10) days prior to presentation to the hearing officer.

B8.d. The right of the licensed employee to testify in his/her own behalf and give reasons for his/her conduct, and the right of the Board of Education to present its testimony through such persons as it may call to testify in its behalf and to give reasons for its actions, rulings, or policies.

B9. Testimony at the hearing may, and upon the request of either party, shall be taken by a licensed shorthand reporter or electronically recorded and shall be transcribed upon request of any party or upon direction by a Court. The costs for any such transcription shall be borne by the Board of Education. All other costs of the hearing shall be borne equally by the parties.

B10. When either party desires to present testimony by Affidavit or by Deposition, that party shall furnish the date on which the testimony shall be taken to the hearing officer. A copy of the Affidavit or the Deposition shall be furnished to the opposing party within ten (10) days following the taking of any such testimony, and no such testimony shall be presented at a hearing until the opposite party has had at least ten (10) days prior to the date upon which the testimony is to be presented to the hearing or deponent to be answered under oath. Such ten (10) day period may, for good cause shown, be extended by the hearing officer.

B11. At any meeting the hearing officer may:

B11.a. Administer oaths

B11.b. Issue subpoenas for the attendance and testimony of witnesses and the production of books, papers, and documents relating to any matter under investigation.

B11.c. Authorize the taking of depositions

B11.d. Receive evidence and limit lines of questioning and testimony which are repetitive, cumulative, or irrelevant.

B11.e. Call and examine witnesses and introduce into the record documentary and other evidence.

B11.f. Regulate the course of the hearing and dispose of procedural requests, motions, and similar matters.

B11.g. Take any other action necessary to make the hearing accord with administrative due process.

B12. Hearings shall not be bound by rules evidence whether statutory, common law, or adopted by the rules of Court; the burden of proof shall rest upon the Board of Education of Unified School District 308; all relevant evidence shall be

admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that its probative value is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

B13. Unless otherwise agreed to by both the Board of Education and the licensed employee, the hearing officer shall render a written recommendation not later than thirty (30) days after the close of the hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the licensed employee and the Board of Education.

B14. The decision of the hearing officer shall be final, subject to appeal to the district court by either party as provided in K.S.A. 60-2101, and amendments thereto.

C. It is recognized that in an extreme situation, immediate dismissal could be in order. In such a situation, the attempts at sympathetic assistance shall not be required. However, any such dismissal would follow the notice and hearing procedures as set forth above.

D. Nonrenewal may result from basic changes in the educational offerings of the school system, structural reorganization of the system, or a substantial decline in the enrollment which would make nonrenewal reasonable, this being apart from any deficiency on the part of any licensed employee. In such a situation, all efforts to reassign the licensed employee to another position within the system shall be exhausted before nonrenewal shall be considered.

Date Proposed:

5/7/2018

TA date:

Date Dropped:

Article XIV-pg. 32

Salary Movement

A teacher 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 on Form 229, Application for Salary Schedule Reclassification. A current and approved IDP transcript to substantiate the request must be received in the Human Resource Office no later than September 15.

Proposed for 2018-2019 Salary Movement:

A teacher 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 or on January 30 on Form 229, Application for Salary Schedule Reclassification. A current and approved IDP transcript to substantiate the request must be received in the Human Resource Office no later than September 15 or January 30.

Date Proposed:

_____ 5/7/2018 _____

TA date: _____

Date Dropped: _____

Tuition Assistance:

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. 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.

Proposed for 2018-2019 Tuition Assistance:

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 **pro-rated** to the the total amount of tuition assistance received by the member will be deducted from the member's final payroll check. 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.

Date Proposed:

5/7/2018

TA date:

Date Dropped:

Teacher Plan Time:

The Board shall schedule a preparation time/period of at least thirty (30) 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.)

Proposed for 2018-2019 Teacher Plan Time:

The Board shall schedule a preparation time/period of at least thirty (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.)

Date Proposed:

_____5/7/2018_____

TA date: _____

Date Dropped: _____

Current:

E. 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.

Proposed:

E.

A. 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.

B. A stipend will be provided to Special Education Classroom Teachers for work outside the classroom of \$1000 per year to compensate for I.E.P writing, Classroom preparation, and other duties needed to fulfill the obligations related to the job that can not be completed during regular contracted hours.

Date Proposed:

_____ 5/7/2018 _____

TA date: _____

Date Dropped: _____

Proposed:

- F. Members not participating in the District offered health insurance are able to use the Board contributions for all other District offered fringe benefits.**

- G. Members not participating in the District offered health insurance are able to use the Board contributions for an outside insurance.**

Date Proposed: _____ 5/7/18 _____
TA date: _____
Date Dropped: _____

