

***ATTICA  
PUBLIC  
SCHOOLS***

***ANEA and USD #511***

**Negotiated Agreement**

***2022-2023***

**NEGOTIATED AGREEMENT  
2022-2023**

**TABLE OF CONTENTS**

GENERAL PROVISIONS	3-4
DEFINITIONS	4-5
TEACHER RIGHTS AND RESPONSIBILITIES	5-12
ACADEMIC AND PERSONAL FREEDOM	13
SECTION 1. SALARY	13-14
SECTION 2. FRINGE BENEFIT AND SALARY REDUCTION PLAN	14-15
SECTION 3. SICK LEAVE	15
SECTION 4. SICK LEAVE BANK	16-18
SECTION 5. PAY FOR UNUSED SICK LEAVE	18
SECTION 6. PERSONAL LEAVE	18-19
SECTION 7. PROFESSIONAL LEAVE	19
SECTION 8. FUNERAL LEAVE	19
SECTION 9. MILITARY LEAVE	19
SECTION 10. JURY DUTY	19
SECTION 11. ASSOCIATION LEAVE	20
SECTION 12. TEACHERS' WORK DAY AND PART-TIME TEACHERS	20
SECTION 13. CONTRACT TERM - SALARY DEDUCTION	21
SECTION 14. PROFESSIONAL DEVELOPMENT COUNCIL	21
SECTION 15. LUNCHROOM SUPERVISION	21
SECTION 16. SUPPLEMENTAL DUTY PAY - HIGH SCHOOL	22-23
SECTION 17. SUPPLEMENTAL DUTY PAY - JUNIOR HIGH SCHOOL	24
EXHIBIT A U.S.D. #511 SALARY SCHEDULE	25
EXHIBIT B NOTICE OF DISCRIMINATION	26
PREAMBLE AND SIGNATURE PAGE	27

## **GENERAL PROVISIONS**

### **A. NONDISCRIMINATION**

The Board and the Association agree that there shall be no discrimination in the hiring, assignment, promotion, transfer, or discipline of teachers on the basis of race, creed, color, religion, age, national origin, sex, marital status, membership in the Association, or participation in the negotiation process.

### **B. PROFESSIONAL AGREEMENT**

The policy set forth herein shall be provided to all teachers employed by the U.S.D. #511. This agreement, when ratified by the Association and adopted by the Board, shall be known as the Professional Agreement and shall not be changed during the contract year unless by mutual consent of the parties and ratification by the bargaining unit and the Board.

### **C. SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **D. REPRODUCTION OF AGREEMENT**

After this Agreement, titled "Professional Agreement between Board of Education, U.S.D. #511 and U.S.D. #511 Attica NEA Teachers' Association" has been ratified by the Association and adopted by the Board, it shall be printed and made available to each teacher employed by the District Via electronic means. The Association will receive one hard copy with the appropriate signatures for ratification.

**E. LOST KEYS**

Each teacher will agree to pay the replacement cost for lost school district key(s).

**F. DURATION CLAUSE**

The term of the contract will begin on July 1 and end on June 30 of each year. Negotiations will be a one-year agreement.

**DEFINITIONS**

1. **ADMINISTRATION:** All persons employed by the Board for positions requiring an administrative certificate by regulation of the Kansas State Department of Education as stipulated in the current Certificate Handbook. The term “administration”, defined as Superintendent and Principal, likewise, applies to persons hired by the Board for the purpose of administering activities or programs and whose decisions directly affect teachers, librarians, and counselors.
2. **ADMINISTRATIVE CENTRAL OFFICE EMPLOYEE FILE:** The file in which teacher evaluations are kept in the Central Office.
3. **ASSOCIATION:** U.S.D. #511 Attica NEA, affiliated with Kansas National Education Association, and the National Education Association.
4. **BOARD:** The Board of Education of Unified School District No. 511, Attica, Kansas.
5. **CENTRAL OFFICE:** Office of Unified School District No. 511, Attica, Kansas, Superintendent, and Board of Education.
6. **DAYS:** Contracted school days.
7. **DISTRICT:** Unified School District No. 511, Attica, Kansas.

8. **GRIEVANCE:** A complaint by a teacher or group of teachers based on an alleged violation, misinterpretation, or misapplication by the District of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.
9. **IMMEDIATE SUPERVISOR:** The building principal or such person(s) designated by the superintendent or board.
10. **SUPERINTENDENT:** Superintendent of Schools of Unified School District No. 511.
11. **PRINCIPAL:** Main building supervisor, certified as a principal by the State Department of Education.
12. **TEACHER:** All certified employees except administrators employed by the Board of Education. This definition includes classroom teachers, counselors, librarians, special education staff, and nurses.
13. **TERMINATION:** Shall mean the ending of a teacher's contract at any time. Non-renewal shall mean the ending of a teacher's contract as spelled out in the Continuing Contract Law.

## **TEACHER RIGHTS AND RESPONSIBILITIES**

### **A. DUE PROCESS**

[1] For the first four years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.

[2] Teachers who have completed four (4) consecutive years of employment as a teacher in the district and have been offered a contract in the district for the following year shall be considered non-probationary. At its discretion, the Board may formally grant non-probationary status to any teacher earlier.

[3] Non-probationary teachers may be terminated or non-renewed only if good cause is shown, including any ground which is put forward by the school board in good faith and which is not arbitrary to the school or Board's task of building up and maintaining an efficient school system.

[4] If the nonrenewal is to be based on poor job performance, the district and state evaluation procedure shall be followed. The teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.

[5] If the non-probationary teacher is non-renewed, he/she will be given written notice of the administration's intent to recommend that the Board not renew the teacher's contract. The teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract. The written notice from the administration shall contain the reason(s) for nonrenewal.

[6] The board shall hold such a meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and at such meeting; the administration shall provide evidence in support of the reasons for its recommendation to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the administration's evidence. Neither party shall have the right to have counsel present.

[7] If the board takes action to non-renew the teacher's contract, the parties shall select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be selected by alternately striking names from the KSDE list. The hearing officer shall be a volunteer or paid by the teacher. During the hearing, the basis for the nonrenewal shall be presented by the district. The teacher may challenge the district's evidence and present evidence on his/her own behalf. The hearing shall be closed at the end of the presentations. The hearing officer shall make a non-binding recommendation whether to sustain or reverse the non-renewal of the teacher. The final decision rests with the Board.

[8] If the Board decides to reinstate the teacher he/she will be reinstated in full. The Board's decision is binding on both parties.

## B. CLASSROOM MANAGEMENT

The Board and Association agree that the classroom teacher shall retain primary responsibility for management of his/her classroom. Such management responsibilities shall include, but not necessarily be limited to:

### 1. Classroom Budget

"Principal shall inform the instructor of tentative funds available for instructional materials and supplies for the following school year if requested by the teacher."

### 2. Student Evaluations

The teacher has the responsibility to determine grades and other evaluations of students.

## C. STAFF REDUCTIONS

1. The certified staff may be reduced owing to a substantial decrease in the number of pupils, changes in the makeup of the enrollment which requires modification of existing programs, as a result of substantial reductions in funds available, or for causes over which the board has no control. The classification and number of staff reductions shall be determined by the board as early as possible.

2. In the event of staff reductions the following steps will be applied:

a. Step 1: Reduction in force when possible will be accomplished through normal attrition.

b. Step 2: If additional staff reductions are required beyond step one, no non-probationary teacher shall be non-renewed or terminated until all probationary teachers in that classification have been non-renewed or terminated.

c. Step 3: If additional staff reductions are required beyond step two, then the Board shall retain those employees 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, or for 7-12 only, those employees with the most experience teaching those areas or disciplines to be preserved.

d. Step 4: Individuals who are non-renewed shall be offered recall in reverse order of termination to vacant positions which they are certified to fill. Recall will be initiated immediately upon the existence of a vacancy in the district.

#### D. GRIEVANCE PROCEDURE

##### 1. Purpose

The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Agreement or rules, regulations and/or policies of the Board. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

##### 2. Procedure

###### A. Level One

Any employee with a grievance shall first discuss the concern with his immediate supervisor to see if the issue can be informally resolved. An employee may be accompanied by an Association Representative, at Level Two and above.

###### B. Level Two

A formal grievance in writing shall be filed with the principal within five (5) days after disclosure of the facts giving rise to the grievance. Within five (5) school days of the filing of a formal grievance in writing, a meeting shall take place between the principal, the grievant, and/or representatives of either party; and an answer to the grievance shall be given to the grievant in writing within five (5) school days.

###### C. Level Three

If the aggrieved person is not satisfied with the disposition of this grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, a formal grievance in writing shall be filed within five (5) school days with the Superintendent. Within five (5) school days of filing of the formal grievance in writing, a meeting shall take place between the Superintendent, the grievant, and the Association representative. An answer to the grievance shall be given to the grievant in writing within five (5) days. This level may be omitted if the Superintendent and the Principal are the same person.

###### D. Level Four



Within five (5) days of receipt of the decision at Level Three, the grievance may be submitted to the Clerk of the Board for consideration by the Board at its next scheduled meeting. The Board may appoint a committee of Board members to hear the grievance and report back to the Board at its next scheduled meeting.

E. Level Five

If a grievance pertaining to an alleged violation of the specific terms of this agreement, a board policy, administrative regulation or practice, is not resolved to the satisfaction of the grievant at the level involving the Board, the Association may submit the grievance to mediation within thirty (30) days after receipt of the decision by the Board. If the dispute is to be decided by mediation, the mediator will be chosen from the list of mediators published by the State Department of Education or another person mutually agreed upon by the Board and the Association.

The mediation of such dispute, including determination of the amount of any damages suffered by either party by reason of the acts or omissions of the other, shall be to the exclusion of any proceeding in a court of law. The decision of the mediator shall be final and binding on both parties. The cost of services of the mediation 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.

E. EVALUATIONS: PERMANENT PROFESSIONAL

Formal Evaluation K.S.A.. 72-9001 et. seq.

Evaluation is a cooperative process wherein the individual being evaluated and those responsible for making the assessment feel a joint responsibility to focus upon performance areas. Evaluation is a continuous process and should provide an opportunity for teachers and administrators to learn their strengths and possible weaknesses and to improve their effectiveness. Evaluation also serves to guide administrative decisions concerning continued employment, assignment, transfer, and promotion.

Personnel to be evaluated and by whom:

Regular classroom teacher by the principal.  
Special education teachers by the principal and/or Superintendent.

Procedures:

1. Every teacher shall have a copy of the evaluation form and procedures at the beginning of the school year.

2. Prior to any evaluation, the evaluator shall go over the evaluation form with an individual teacher or group of teachers to ensure mutual understanding of the evaluation system.

3. Only evaluations using the approved evaluation criteria and procedures shall be made a part of the teacher's Administrative Central Office Employee File.

4. A pre-evaluation conference may be held between the evaluator and the teacher for the purpose of establishing procedures.

5. USD 511 will follow the state guidelines regarding the frequency of evaluations.

6. The evaluator shall write a report of the formal evaluation, including recommendations. A teacher's self-evaluation will be included. The formal conference between the evaluator and the teacher shall be no later than five calendar days after formal evaluation is completed by the evaluator. This five-day time limit may be extended upon mutual consent of the evaluator and the teacher concerned.

7. Upon reception of a poor or adverse evaluation, a teacher shall be formally re-evaluated no sooner than thirty (30) days and no later than thirty-five (35) days after the initial evaluation to determine improvement level.

8. All formal observations for evaluative purposes shall be conducted openly and with full knowledge of the teacher. Each person evaluated has two weeks to respond to the evaluation in writing. This response and all written rebuttals concerning the evaluation shall be signed by the evaluatee and evaluator and become a part of the formal evaluation.

9. The use of eavesdropping, public address or audio systems and similar surveillance devices for the purpose of evaluation shall be strictly prohibited.

10. A copy of all evaluation forms shall go to the principal, the teacher and central administration. The teacher shall receive his copies upon leaving the formal conference. All evaluation forms and any attachments thereto shall be signed by the teacher and evaluator and placed in the teacher's Administrative Central Office Employee File and the Principal's Personnel File. All evaluation forms shall be retained in the Administrative Central Office Employee File for not less than three years.

11. The teacher or evaluator may request a conference after any classroom observation.

12. Informal evaluations by self, peer, and students shall be encouraged and

nothing in these procedures shall prohibit them. Such evaluations shall not become a part of the teacher's Administrative Central Office Employee File.

13. Evaluation observations and conferences shall not occur so as to unduly interfere with the normal teaching-learning process.

14. No action of non-renewal of a teacher's contract shall be taken based on a classroom evaluation observation without providing the teacher time for improvement as spelled out in the evaluation items No. 6 and 7 of this policy.

15. When an employee is asked to sign material placed in the Administrative Central Office Employee File, such signature shall be understood to indicate his awareness of the material, but, in no instance shall said signature be interpreted to mean agreement with the content of the material. Refusal to sign said material at the time of its presentation is considered an act of insubordination. The employee may submit a written notation regarding any material which will be attached to his Administrative Central Office Employee File. If the employee believes that material to be placed in his Administrative Central Office Employee File is inappropriate or is in error, he may seek adjustment through the established Grievance Procedure. If said material is found to be inappropriate or in error, it shall be corrected or expunged from all files.

16. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the Board in executive session, the appropriate administrative staff designated by the Board, the school Board attorney upon request of the Board, the state Board of education as provided in K.S.A. 72-7215, the Board and the administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to his Board. The Board or its administrative representatives, including principals, shall not establish any separate personnel file which is not available for the employee's inspection.

17. If requested, a committee shall review the evaluation tool to determine its effectiveness and to determine if changes in the instrument need to be recommended and effected. The committee shall include board members, teachers, and administrators.

#### **F. RELEASE FROM CONTRACT**

A teacher who signs a contract with the District has both a moral and legal obligation to refrain from requesting a release from the contract. The decision to release a teacher from a contract shall be totally at the discretion of the Board.

Any teacher who requests and is granted a release from a contract after the date stipulated in the continuing contract law shall be assessed \$250 if the

resignation is submitted prior to June 10, \$500 if the resignation is submitted between June 10 and July 10, and \$1,000 if the resignation is submitted after July 10. There will be no release from the contract after August 1, except for reasons of personal hardship.

#### G. DURATION CLAUSE

The term of the contract will begin on July 1 and end on June 30 of each year. Negotiations will be a one-year agreement.

### **ACADEMIC AND PERSONAL FREEDOM**

#### A. ACADEMIC FREEDOM

1. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Kansas, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which open inquiry is encouraged consistent with the intellectual and maturity level of pupils involved and the mores of the community.

2. The Board supports the open study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning when presented in accordance with accepted standards of professional responsibility.

3. In order to assure the continuity and sequence of the curriculum within the framework of academic freedom, teachers shall teach in a manner consistent with the curricular objectives of a course. Additionally, academic freedom implies that a teacher must teach with scrupulous regard for honesty and accuracy.

4. Any challenge to teaching content, methods or materials shall be directed to the building principal and promptly brought to the attention of the teacher in written form detailing the nature of the challenge. If such a challenge cannot be resolved to the mutual satisfaction of the person raising the challenge, the principal, and the teacher, the decision of the principal shall stand pending a review and decision by the Board.

#### **SECTION 1. SALARY**

A. SALARY SCHEDULE 2022-2023 (Attached as Exhibit A)

B. SALARY SCHEDULE PLACEMENT

1. Total credit to be given for out-of-district years of service for the first five years, then half credit.
  
2. Entry-level in the U.S.D. #511 Salary Schedule shall be Step 1 on the bachelor's level. A bachelor's degree shall include all hours needed for the confirming of the degree as well as the hours necessary for the initial Kansas Teaching Certificate.
  
3. Additional hours used for advancement on the Salary Schedule shall be graduate level courses in the teacher's assigned field of teaching. Any other hours must be approved by the Superintendent. Twenty inservice hours, equivalent to 1 college credit hour, may be used for movement on the salary schedule, provided these hours are not paid for by the U.S.D. #511. Any teacher planning on completing enough hours to advance on the Salary Schedule must notify the Superintendent and the Board of Education in writing on or before June 1st of the upcoming contract year
  
4. In order to obtain special teachers, the Board may have to exceed the Salary Schedule; however, teachers hired above the salary schedule shall remain at that level until they reach the proper place on the Salary Schedule.

#### C. IMPROPER PLACEMENT

1. Any teacher who has been improperly advanced on the Salary Schedule will remain at that salary through the end of the current contract year. If the error is identified before the first paycheck is issued, the incorrect placement shall be corrected for the current contract year.

#### D. PAYDAY

1. Teachers will be paid on the tenth of the month before noon. If the tenth falls on a weekend or holiday, teachers will be paid on the last preceding workday.

### **SECTION 2. FRINGE BENEFIT AND SALARY REDUCTION PLAN**

A. The Board shall also provide the opportunity for each employee to execute a salary reduction agreement, once annually, if additional benefits are selected and the Board contribution does not cover the premium. Once the annual allocation is made for each selected benefit, the only changes which will be allowed are for

fluctuation in health care premium and/or change in family status.

B. The benefits offered shall include (1) group health insurance - Blue Cross or an alternative, (2) salary protection insurance, (3) group term life insurance, and (4) cash.

C. The Board will design the Section 125 Plan including salary reduction.

D. Teachers will have the right to continue to purchase tax-sheltered annuities in the same manner and from the same company, Security Benefit Life.

E. The Board will pay \$500 per month pro-rata for part-time teachers, toward a single or family policy on the district group health insurance plan (take it or lose it).

F. Any change in policy or provider of the district health insurance shall be determined jointly by a committee of the board of education members, administration, all staff and teacher organization representatives.

G. Certified teachers with current in force teaching contracts shall be reimbursed \$100 per credit hour providing documentation of class completed from a recognized university. A certified copy of the teacher's college hours from the recognized university will be presented with the request for reimbursement. Payment for the completed credit hours, when submitted and approved will be made after January 1 and after June 1 of the contract year. Maximum repayment of (9) nine hours per year.

H. Early Resignation bonus will be awarded to those teachers that notify the district of their intent not to return the following year. Teachers that notify the district in writing previous to the January Board meeting will receive a \$500 dollar stipend and those by the February Board meeting will receive a \$250 stipend.

I. Teachers will be reimbursed up to \$100 annually for the cost of a membership at the wellness center. The membership fees must be paid first then upon presentation of receipts reimbursement will be made annually.

### **SECTION 3. SICK LEAVE**

Ten (10) days will be allowed each contract year, accumulative to sixty (60) days maximum. If a teacher is absent more than he or she has accumulated sick leave

days, then he/she may apply for additional days through the sick leave bank. Once both resources are exhausted, substitute's pay will be deducted from the teacher's pay until the additional days used total fifteen (15) days. At this time no salary will be paid to the teacher.

## **SECTION 4. SICK LEAVE BANK**

### **Section 1**

#### **Purpose and Definition**

The USD 511 School district shall establish a voluntary Sick Leave Bank for the use of and benefit of all certified employees in the District. The intent of the bank is to benefit full-time employees who plan to return to work at the school District following a major medical illness or injury. In the event of long-term illness, the purpose of the Sick Leave Bank is to provide support and assistance to employees who have rendered substantial and beneficial service to the District.

#### **Sick Leave Days for Members**

Additional days may be requested from the bank only after the member has exhausted all accumulated sick leave days and personal days. To participate, the member must contribute two days of their sick leave to qualify for use of the bank, for the entire plan year, this is from August (first day of school) to May (last day of school). You will be guaranteed to receive at least the number of days you have submitted for that year if days still exist in the Sick Leave Bank.

Sick leave days from the bank are workdays granted to a member employee, who because of a serious extended illness, surgery, or temporary disability due to an injury, which necessitates an absence from work for five (5) consecutive days or longer. The Sick Leave Bank, in general, does not cover pregnancy. Complications arising from childbirth will be considered on an individual basis.

#### **Not Covered by the Sick Leave Bank**

1. Pre-existing conditions are not covered.
2. Chemical dependency and/or alcoholism are not eligible conditions for the Sick Leave Bank.
3. Members cannot use the Bank as a bridge to retirement.
4. Pregnancy, unless there are complications.

### **Section II**

#### **Membership**

##### **Eligibility**

1. Any employee whose position requires a teaching certificate is eligible to participate in the Sick Leave Bank.
  
2. Each employee will donate two days of his/her sick leave to the bank the first year and one day each subsequent year of continuous membership, to make sure the Sick Leave Bank maintains a balance of 120 days. After the bank has reached the maximum number of days, additions will be made at the beginning of each fiscal year to replace any days that have been used from the bank. Any additional days needed to complete the 120-day total requirement will be equally prorated among the remaining teachers. In the event additional days are needed the committee would ask for more donations.
3. The illness or injury must be verified by a physician and leave must be granted by the District Administration. This will need to be submitted to the Sick Leave Bank Committee for approval or rejection. When the word “day” appears in the following guidelines, the term “workday” is implied only actual work days will be counted for sick leave.
4. An application requesting withdrawal of days from the Sick Leave Bank must be filed with the Sick Leave Bank Committee and a letter from the applicant’s personal physician should accompany the application within two weeks of returning to work.
5. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
6. The teacher should apply to the Sick Leave Bank committee within two weeks after he/she has returned to work. They should apply prior to the pay period so that the account leave and pay accounting is maintained at the District Office.
7. The days drawn from the Bank shall be used for the personal prolonged illness of the employee or the extended illness of a member of the immediate family. Immediate family is defined as the employee’s spouse, children, sibling, grandchildren, parents or another person whose residence has been or is the home of the employee.
8. The Sick Leave Bank Committee has determined the maximum allocations as follows:
  - a. 10 Leave days maximum for accidental injury (applicant may re-apply for an additional 10 days if necessary)
  - b. 10 Leave days maximum for illness (applicant may reapply for an additional 10 days if necessary)
  - c. 20 Leave days for terminal illness (applicant may reapply for additional days if necessary)



9. Sick leave days from the bank may not be granted for a disability when monies are paid to the member under the Worker's Compensation Act.
  
10. In no case will the number of days overlap the beginning days of KPERS disability benefits for the employee.
11. Any decision of the Sick Leave Bank Committee will be final. Any participation is voluntary, therefore, if someone disagrees with the rules or requirements they are not obligated to participate. The rules of the Sick Leave Bank can only be changed during the contract negotiating time period each spring. Any said changes cannot become valid until the next contract negotiation completion.

#### **Sick Leave Bank Committee**

This committee will be made up of members of the Sick Leave Bank and it will consist of the President of the Attica KNEA, two representatives from the Attica High School and two representatives from Puls Elementary School. If additional days are requested above the limited amounts, this will be voted on by all of the Sick Leave Bank members for approval of 2/3 of the members to increase the time given.

#### **Abuse**

Alleged abuse of the Sick Leave Bank will be investigated by the Sick Leave Bank Committee and, on finding of wrongdoing, the employee shall repay all of the sick leave days used from the Sick Leave Bank, shall be disqualified from future use of the Sick Leave Bank and may be subject to disciplinary action. Obtaining employment with an employer other than the School Board, while drawing from the Sick Leave Bank is considered abuse. The Sick Leave Bank Committee reserves the right to solicit an opinion by a Health Care Provider of the Sick Leave Banks choice on any application to the Sick Leave Bank.

#### **SECTION 5. PAY FOR UNUSED SICK LEAVE**

Sick leave remuneration shall be added to the terms and conditions of the contract.

A. Twenty dollars (\$20.00) shall be paid for each unused, accumulated sick leave day (60 days maximum) upon completion of five (5) years of service in the District to a teacher who leaves the district. Forty dollars (\$40.00) shall be paid for each unused, accumulated sick leave day (60 days maximum) upon completion of eight (8) years of service in the District to a teacher who leaves the district.

## **SECTION 6. PERSONAL LEAVE**

1. Three (3) days per year will be allowed for each employee for personal leave without pay deduction.
2. All additional personal leave days allotted will be deducted at the rate of their base contract per day.
3. Personal leave is non-accumulative and may not be used to extend a holiday or vacation period or during the first or last week of school. Personal leave shall not be used on a staff inservice day unless approved by the administration. No more than three (3) teachers in the U.S.D. shall use personal leave on the same day.
4. Notice of intent to use personal leave shall be given, if possible, enough to allow the building principal adequate time to secure a qualified substitute. Only in emergency situations should advanced notice be rendered less than forty-eight (48) hours prior to the leave.

## **SECTION 7. PROFESSIONAL LEAVE**

Certified personnel may be granted temporary leave with pay to attend conventions and conferences related to their specific assignment or to observe instructional programs in action in other schools either within or outside the district with approval of the Superintendent at least one (1) week in advance of their occurrence, after having been discussed with and recommended by the Principal. The teacher shall submit a written report to the Superintendent and the Board stating the benefits and topics of the conference or observation. Professional leave shall not be used on a staff inservice day unless approved by the administration.

Expenses for attendance at such conventions, conferences, and observations shall be paid by the district when attendance is approved.

## **SECTION 8. FUNERAL LEAVE**

Each certified employee will be granted two (2) days of non-accumulated funeral leave each year for funerals of their or their spouse's immediate family, including parents, grandparents, child, grandchild, brother, sister, or foster parent. If additional funeral leave is needed, the employee may be absent by applying the substitute pay for each day absent. In addition, each certified employee will be given one (1) additional day of non-accumulated funeral leave each year for funerals of close friends or members of the community.

## **SECTION 9. MILITARY LEAVE**

Teachers shall receive military leave as provided by federal statute.

### **SECTION 10. JURY DUTY LEAVE**

A teacher who serves on jury duty will be granted paid leave of absence. The teacher will provide a copy of jury duty summons to Human Resources as soon as possible. If the teacher is compensated for jury duty service, the district will pay the difference between their regular salary and the jury duty compensation.

### **SECTION 11. ASSOCIATION LEAVE**

At the beginning of every school year, the Association shall be provided 4 days of board-paid association leave to be used by employees who are officers or agents of the Association. Substitutes will be paid by the Association. Prior notification is required for association leave.

### **SECTION 12. TEACHERS' WORK DAY AND PART-TIME TEACHERS**

#### **A. LENGTH OF DAY**

The total of a school workday shall consist of not more than 8 hours which shall include:

- (1) Preparation period as provided to employees under part C of this section.
- (2) Continue with present practice and policy (15 minutes before school begins and 30 minutes after school ends or equal to an 8-hour day.)
- (3) Leaving building: Employees may leave the building with administrative approval at any time during which they are not assigned to supervise pupils providing they notify the office on departure and upon return.

#### **C. PREPARATION PERIOD**

Each teacher shall have the equivalent of one class period for preparation each day. Part-time teachers will have their pro-rata amount of a class period for preparation and be compensated for it. The superintendent or principal will present an Administrative Request for Faculty Substitute when a teacher is asked to substitute or do work other than planning or preparing for their classroom during their planning period. The teacher will be paid at 1/7 of the current substitute pay.

D. Each employee shall have the equivalent of one day to prepare his/her classrooms for the first day of classes. Part-time teachers will be expected to attend that day equal to the amount of part-time for which they are employed and shall be compensated in a like fashion.

### **SECTION 13. CONTRACT TERM - SALARY DEDUCTION**

- A. Teachers will be hired for a term of 177.5 days.
- B. Part-time teachers will only be required to perform their pro-rata share of duties.
- C. All new teachers will have an additional day added to the contract for district inservice prior to the start of school inservice days and will be compensated \$144.00 for the additional day.
- D. Part-time teachers will be compensated for a full day when a full day attendance is required.
- E. Teachers will work 18.5 days of non-student contact days that will include: Professional Development, Parent/Teacher Conference, and Work Days. The district will designate one workday prior to students starting and one workday after students have finished for the year.

### **SECTION 14. PROFESSIONAL DEVELOPMENT COUNCIL (PDC)**

A district Professional Development Council shall be established. The council's duties are outlined in the district inservice plan. The local PDC shall consist of at least one certified teacher from the elementary, at least one from the secondary and one administrator. Teachers can outnumber administrators, but administrators cannot outnumber teachers.

### **SECTION 15. LUNCHROOM SUPERVISION**

The District will provide lunch for teachers who volunteer their time for lunch duty.

**SECTION 16. SUPPLEMENTAL DUTY PAY - HIGH SCHOOL  
2022-2023  
SUPPLEMENTAL SALARY SCHEDULE**

**HEAD COACHES:**

FOOTBALL	\$4,831
BOYS BASKETBALL	\$4,831
GIRLS BASKETBALL	\$4,831
GIRLS VOLLEYBALL	\$4,831
TRACK	\$4,831
GOLF	\$3,303

**ASSISTANT COACHES:**

FOOTBALL	\$3,170
BOYS BASKETBALL	\$3,170
GIRLS BASKETBALL	\$3,170
GIRLS VOLLEYBALL	\$3,170
TRACK	\$3,170

**OTHER SUPPLEMENTAL DUTIES:**

HEAD TEACHER (Secondary)	\$5,150
MUSIC K-12 Totals	\$4,034
ACTIVITIES DIRECTOR	\$5,579
FORENSICS	\$2,388
PLAY	\$2,167
CHEERLEADERS & PEP CLUB	\$3,232
CONCESSIONS BUYER	\$2,799
JR. CLASS SPONSOR - 3 EACH	\$1,146
SR. CLASS SPONSOR - 2 EACH	\$1,100
YEARBOOK	\$2,416
SCHOLAR BOWL	\$1,716
STUDENT COUNCIL (If 2 sponsors, split)	\$1,510
PROFESSIONAL DEVELOPMENT COMMITTEE - 2 EACH	\$ 602
9 <sup>th</sup> GRADE SPONSOR - 2 EACH	\$1,098
10 <sup>th</sup> GRADE SPONSOR - 2 EACH	\$1,098

NATIONAL HONOR SOCIETY -1 ONLY	\$1,208
FUTURE FARMERS OF AMERICA DISTRICT HEAD	\$5,587

**SECTION 16. SUPPLEMENTAL DUTY PAY - HIGH SCHOOL**  
(continued)

KESA CHAIRPERSON	\$11.09 PER HOUR	\$500 YEAR MAXIMUM
DISTRICT COMMITTEE MEMBERS	\$11.09 PER HOUR	

TIME KEEPERS:

FOOTBALL	\$16.63 PER GAME
BASEBALL	\$16.63 PER GAME
BASKETBALL	\$16.63 PER GAME
VOLLEYBALL	\$16.63 PER MATCH

SCOREKEEPING:

VOLLEYBALL	\$16.63 PER MATCH
BASKETBALL	\$16.63 PER GAME
BASEBALL	\$16.63 PER GAME

FOOTBALL ANNOUNCER	\$16.63 PER GAME
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GATE DUTY:

FOOTBALL	\$16.63 PER GAME
BASKETBALL	\$11.09 PER GAME
VOLLEYBALL	\$11.09 PER MATCH

QUIZ BOWL:

MODERATORS AND JUDGES (MAXIMUM OF 8)	\$11.09 PER MEET
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LINE JUDGES

VOLLEYBALL	\$12.50 PER MATCH
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**SECTION 17. SUPPLEMENTAL DUTY PAY - JUNIOR HIGH SCHOOL  
2022-2023  
SUPPLEMENTAL SALARY SCHEDULE**

**HEAD COACHES:**

FOOTBALL	\$3,170
BOYS BASKETBALL	\$3,170
GIRLS BASKETBALL	\$3,170
VOLLEYBALL	\$3,170
TRACK	\$3,170

**ASSISTANT COACHES:**

FOOTBALL	\$ 2,219
BOYS BASKETBALL	\$ 2,219
GIRLS BASKETBALL	\$ 2,219
VOLLEYBALL	\$ 2,219
TRACK	\$ 2,219

**OTHER SUPPLEMENTAL DUTIES:**

HEAD TEACHER (Elementary)	\$ 2,652
CHEERLEADERS & PEP CLUB	\$ 2,078
SCHOLAR BOWL	\$ 1,510
MS/ASSISTANT AD	\$ 2,016
SPELLING BEE COORDINATOR	\$ 363
6th GRADE SPONSOR- 1 (DIVIDED BY TWO)	\$ 526
7 <sup>TH</sup> GRADE SPONSOR -2 EACH	\$ 802
8 <sup>TH</sup> GRADE SPONSOR - 2 EACH	\$ 802

**TIMEKEEPER:**

VOLLEYBALL	\$11.09 PER MATCH
BASKETBALL	\$11.09 PER GAME
FOOTBALL	\$16.63 PER GAME

**SCOREKEEPER:**

VOLLEYBALL	\$11.09 PER MATCH
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## **EXHIBIT B**

### **OFFICE OF CIVIL RIGHTS/VOCATIONAL EDUCATION GUIDELINES**

#### **NOTICE OF DISCRIMINATION**

Applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding negotiated agreements or professional agreements with the School District are hereby notified that this District does not discriminate on the basis of race, religion, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the Attica Public School District's compliance with the regulations implementing Title VI, Title IX, Americans with Disability Act Section 504 is directed to contact the coordinator who has been designated to coordinate the District's efforts to comply with the regulations implementing these laws.

Specific complaints of alleged discrimination under Title IX (sex) and Section 504 (handicap) should be referred to:

Superintendent of Schools, 718 N. Main, Attica, KS 67009 (620) 254-7915.

Title VI, Title IX, and Section 504 ADA complaints may also be filed with the Regional Office for Civil Rights. Address correspondence to:

U.S. Department of Education, Region VII  
Office for Civil Rights  
10220 N. Executive Hills Blvd.  
Kansas City, MO 64153

**PREAMBLE**

The attached agreements have been reached as the result of professional negotiations, Pursuant to K.S.A. 72-5413, et seq, between the Board of Education of Unified School District #511, Attica, Kansas, and the Attica National Education Association.

Ratified by the Professional Employees  
of Unified School District #511

Ratified by the Board of Education  
of Unified School District #511

\_\_\_\_\_  
President of Attica NEA

\_\_\_\_\_  
President of the Board of Education  
of Unified School District #511

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date