

2023-2024
AGREEMENT

Between

LAWRENCE PUBLIC SCHOOL DISTRICT

and

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 6400



We dedicate this contract to the memory of our founder, Denise Fish, and in honor of one of our long-time leaders, Mary Lee. We are grateful for their tremendous work to build our union.



Left to Right: Mary Lee, Jessica Cook-Furst, Denise Fish and Anitha Subramanian

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Article 1. Recognition

1. The Board recognizes the Union as the exclusive representative for the purpose of meeting and conferring.
2. The bargaining unit shall consist of all employees of USD 497 who are employed in permanent positions and are paid on the Classified Salary Schedule.

Article 2. Closure Clause

Both the Board and the Union acknowledge that all mandatory subjects have been discussed and neither party has any right to meet and confer further on these or any other subjects during the term of this agreement except by mutual consent or as otherwise expressly provided herein.

Article 3. Duration

This article shall govern the rights as provided in the contract between the Board of Education and the Union during the effective period from July 1, 2023 through June 30, 2024. This article together with all the terms, conditions, and effects thereof, shall expire on June 30, 2024.

Article 4. Savings Clause

Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void; but, the remainder of the policy shall remain in full force and effect.

Article 5. Neutrality

1. The Union and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to our students and communities. A strong and vibrant Union provides a true partner in the labor management relationship and it is in everyone's best interest for the Union and the District to work together.
2. It is the expectation of both the Union and the District, that the District and all agents and representatives of the District shall remain neutral on the issue of Union membership. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the Union upon employment with the District in the bargaining unit.

Article 6. Employee Rights

1. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing.
2. Employees shall also have the right to refuse to join or participate in activities of employee organizations.

Article 7. Payroll Deductions

1. Union Dues

- a. A Classified Employee may elect to authorize payment of Union dues or amounts equivalent thereto, by submitting a form or card approved by the Union authorizing payroll deductions at any time during the year by giving the District thirty (30) calendar days' notice. Such authorization shall be irrespective of and independent of the employee's membership in the Union and shall not be a quid pro quo for Union membership.
- b. Within 30 days of ratification of this agreement, and updated annually, the Union will submit an electronic file to the Board, to include Employee ID, Employee Name, Tracking Number (Union Number), and the specific dollar amount of dues to be deducted for each individual under the agreement. This is equivalent to a percentage of each employee's hourly rate and will include the total amount of dues for the calendar year.
- c. The employer will refer solely to this document when inputting and updating dues deductions into the payroll system and will ensure that each member is assigned the proper dues amount as specified in this document.
- d. The District shall transmit to the Union the total monthly deduction for the classified dues as soon as possible after the last payroll of the month and no later than fifteen (15) calendar days following the last classified payroll. The District will supply the Union International Secretary/Treasurer with a listing of the Classified Employees for whom the deductions were made.
- e. Prior authorization existing on the effective date of this agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the Classified Employee.
- f. If the employer receives an authorization form from the employee without the Union's knowledge, the employee will be required to provide the deduction form to the Union who will then notify the Board of the employee's deductions with at least thirty (30) calendar days' notice.
- g. All authorizations for deduction mentioned in this Article shall continue until one of the following occurs:
 - An employee's authorization shall be automatically canceled upon termination of employment.
 - An employee's authorization shall be suspended during any pay period where they do not receive a paycheck, i.e.: unpaid leave of absence, winter break, spring break and summer break.
 - An employee revokes their membership in writing to the Local Union's Secretary/Treasurer in which the Local Union will then notify the District to stop the employee's deductions within thirty (30) calendar days' notice.
- h. Any change in the amount of monthly Union dues will be certified to the Board by the International Secretary/Treasurer of the Communications Workers of America. A certification which changes the dues shall become effective within thirty (30) days of the Board's receipt of the change.

2. Annuities

- a. Classified Employees may establish annuities with an eligible company in accordance with Federal and State regulations and the provision of this policy. The classified employee will follow the current district procedures for beginning payroll deductions on an annuity or 403(b). Deductions shall begin as soon as possible after the Board receives notification of the deduction within fifteen (15) days. The Board shall deduct the sum authorized by the Classified Employee each pay period. The payments shall be remitted to the annuity or 403(b) company or the District's common remitter no later than five (5) contract days after each classified payroll.
 - United Way of Douglas County
 - Savings or other banking institution accounts
 - Voluntary Benefit Deductions
 - Lawrence Schools Foundation
3. Hold Harmless Clause: The Union and its members shall assert no claim against the District, its Board of Education and members thereof, or District Classified Employees and agents, for any act or omission relating to this article and the implementation of the provisions of this article.

Article 8. Information Provided to and from the Union

The District shall supply the Union with an electronic list of bargaining unit employees upon request, but not more often than monthly to include the following:

- Employee ID
- Employee Name
- Position Title
- Location
- Hourly Rate
- District Email
- Home Address

The information listed above will be taken from District records and will be furnished on a timely basis; however, the Union recognizes that errors and delays may and will occur, and in using the information furnished, assumes all risks associated therewith. The Union and Board shall keep each other currently informed of their respective duly authorized representatives and shall promptly notify each other of any change of such representatives.

Article 9. Union Information for Bargaining Unit Staff

1. At the weekly new hire orientations, the employer will show a video provided by the Union. The employer will provide for new employees to meet with a Union rep in their building during the first month of their employment.
2. The District agrees to include official CWA correspondence in conjunction with "Welcome" information provided by the Superintendent, or Superintendent's designee, to

bargaining unit staff, prior to each school year. This will include the opportunity for the Union President or designee to address new bargaining unit staff during convocation and orientation events.

3. The Union will host bi-annual meetings of all classified staff in the fall (beginning of first semester) and winter (beginning of second semester) on paid time.
4. Each bargaining unit staff will have access to the contract. The complete versions will be easily accessible electronically through the District's website and an abridged hard copy (without copies of any forms) may be obtained from Human Resources at no cost.
5. If the District communicates with employees via electronic forums and/or provides employees with electronic forums with which they may engage with one another, such as electronic chat rooms or bulletin boards, the Union shall have access to these forums to distribute information to its members as well. The Union shall be permitted space physically and/or electronically to post information about the Union in a space mutually agreed upon by the District and the Union.

Article 10. Examination of Files

1. A bargaining unit staff, upon request, shall have the right to examine his/her personnel file as maintained in the District's personnel office. Credentials and references are excluded from the requirements set forth in this agreement.
2. No derogatory material related to the bargaining unit staff's conduct, service, character, or personality shall be placed in the bargaining unit staff's file without the bargaining unit staff's prior knowledge. Any derogatory material must be clearly dated.
3. Furthermore, the bargaining unit staff shall have an opportunity to review the derogatory material and to insert a written response into his/her file. Derogatory material shall be removed after five (5) years, at the employee's request, provided no further derogatory materials have been placed in the file. The bargaining unit staff's evaluation documents may not be removed from the personnel file.

Article 11. Union Representation

1. Any bargaining unit staff who is required to attend a meeting with an Administrator or Supervisor concerning non-renewal, placement on an Intensive Improvement Plan, re-evaluation, or written administrative reprimand may have a Representative present to assist and/or speak for the bargaining unit staff. The bargaining unit staff shall be given advance notice of the topic(s) to be discussed in the meeting.
2. In addition, if any formal or informal meeting between a bargaining unit staff and one or more Administrators is perceived to become hostile, any party involved may end that meeting. Another meeting will be scheduled to resolve this issue, with either or both parties having the right to representation.
3. In both cases, if no Representative is available to attend on the first date specified, a delay of one contract day will be granted to arrange representation for said meeting. Every effort will be made to schedule all such meetings before or after the regular school day.

4. The union and district agree that, per board policy, all employees are protected against discrimination and harassment. All bargaining members may have a representative present during any meetings or conversations involving concerns about discrimination and/or harassment.

Article 12. Just Cause

1. No employees shall be disciplined or reprimanded without just and sufficient cause. No employee shall be subject to discrimination, intimidation, or harassment due to his/her dissent and/or differences with the Administration. If an employee objects to any disciplinary action, he/she may use the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
2. The District shall follow a policy of progressive discipline which shall normally include, letter of warning, letter of reprimand, suspension, or discharge as a final and last resort. Any disciplinary action affecting an employee shall be appropriate to the behavior which precipitated the action as well as any previous disciplinary action on file for the employee.

Article 13. Discipline and Suspension

1. The Union recognizes the right of the Board to discipline its bargaining unit staff. Discipline shall be progressive and appropriate to the severity of the infraction.
2. The Superintendent of Schools may suspend Classified Employees from duty. Such suspension shall be immediately reported to the Board. Classified Employees may be suspended and subsequently discharged for behavior that endangers the safety of students or staff, neglect of duty, violation of professional ethics, unprofessional conduct, insubordination, physical or mental incapacity, or other conduct which substantially interferes with continued performance of duties. In case of a suspension the Classified Employee shall, during the term of suspension, continue to receive regular compensation and other benefits as his/ her contract indicates until otherwise terminated through due process as may be required by law.
3. If the safety of students or staff is of concern or if the alleged conduct substantially interferes with the continued performance of duties, the bargaining unit staff may be removed from the classroom or building during the course of the investigation. After an investigation, should the grounds for removal prove to be unsubstantiated, the bargaining unit staff shall be reinstated.
4. No suspension or discipline shall occur without an appropriately substantive investigation.
5. Any investigation that leads to disciplinary action shall include a meeting with the bargaining unit staff in question. If an Administrator calls a meeting with the intent of discussing disciplinary action, he/she shall provide the bargaining unit staff with notice of the purpose and the topic of the meeting. The bargaining unit staff may choose to be

accompanied by a Representative and will be given the opportunity to respond to any charge prior to any disciplinary action being taken.

6. After an investigation, should the Supervisor determine that the infraction did occur, he/she will select the most appropriate action from the continuum listed below, taking into account the severity of the infraction and previous disciplinary actions.
7. Steps for progressive discipline:
 - a. Written Warning - The Supervisor shares the concern(s) with the bargaining unit staff. Supervisor will share a written summary of the concern(s) and expectations with the bargaining unit staff and such documentation shall be maintained in the bargaining unit staff's personnel file. The employee may respond to the written summary in writing within 10 work days.
 - b. Written Reprimand - The bargaining unit staff receives a signed and dated written reprimand. A copy shall be placed in the bargaining unit staff's personnel file. The bargaining unit staff has the right to respond in writing within 10 work days and that written response shall be attached to the documents in the personnel file.
 - c. Suspension with Pay - The bargaining unit staff is suspended with pay. All documents shall be placed in the personnel file. The bargaining unit staff has the right to respond in writing within 10 work days and that written response shall be attached to the documents in the bargaining unit staff's personnel file.
 - d. Suspension without Pay - The bargaining unit staff is suspended without pay. The bargaining unit staff shall be provided notice and an opportunity to meet with the Board before a final decision to suspend without pay. The bargaining unit staff must request the meeting with the Board within five (5) work days of the notice of suspension without pay. If no request for a meeting is made, the suspension without pay shall commence on the day following the expiration of the notice period. If a meeting is held and the Board determines the suspension should be imposed, pay will cease on the day following the decision until the period of the suspension without pay ends. All documents shall be placed in his/her personnel file. The bargaining unit staff has the right to respond in writing within ten (10) work days of the suspension's effective date and that written response shall be attached to the documents in his/her bargaining unit staff's personnel file.
8. If the bargaining unit staff is not satisfied with the determination of the Supervisor with respect to the Written Warning, Written Reprimand, or Suspension with Pay, the bargaining unit staff may appeal the decision to the Superintendent or his/her designee.
9. If the behavior resulting in the disciplinary action reoccurs, the disciplinary action placed in the bargaining unit staff's personnel file shall be retained permanently. If the behavior does not reoccur for five years, the documentation shall be removed from the file upon request of his/her bargaining unit staff.

Article 14. Joint Labor-Management Committee

1. The District and the Union agree to establish and participate in a joint labor-management committee to address areas of mutual interest. The parties are responsible for selecting their representatives to the committee. Under no circumstances shall collective bargaining occur in any committee meeting, however, recommendations from the committee can be made to the negotiation's teams. Likewise, the Labor-Management process will not be a substitute for the contractual grievance process.
2. The Labor Management Committee will be established and will include up to six (6) representatives for the Union and up to six (6) representatives for the District. One week prior to any scheduled Labor Management Meeting, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly but may be canceled or rescheduled by mutual agreement. Employees attending the Labor Management Meeting during their regularly scheduled workday shall not suffer a loss of pay.
3. Although the Labor-Management Committee may discuss the underlying causes of grievances, the Committee will not discuss or resolve individual grievances.

Article 15. Grievance Procedure

1. Purpose & Definitions

- a. The Union is recognized as the representative for the settlement of grievances for those designated in the bargaining unit in relation to the contract.
- b. The purpose of this procedure is to determine, at the lowest possible level, if a violation of this contract has occurred.
- c. A "grievance" shall mean a written complaint by a bargaining unit staff or group of bargaining unit staff that there has been a violation, misinterpretation, or misapplication of this contract.
- d. A "grievant" shall mean a bargaining unit staff or group of bargaining unit staff having a grievance.
- e. A "class grievance" shall mean two (2) or more grievances involving the same subject matter processed as a single grievance.
- f. The "primary evaluator" shall mean the building principal or the immediate supervisor for bargaining unit staff who have no building principal.

2. Steps of the Grievance Procedure

- a. **Step 1: Consultation with Principal:** Within ten (10) contract days of an act or condition which may be the basis for a grievance and before invoking the grievance procedure, the bargaining unit staff shall consult privately with the Principal to seek a reasonable solution to the problem, or in the alternative, the bargaining unit staff shall advise the Principal of the problem in a personal letter. If the problem shall be unresolved after ten (10) contract days following the private conference or receipt of the letter, the bargaining unit staff may proceed to file a grievance. It is understood that the bargaining unit staff may obtain the advice and counsel of others, including legal counsel, in the preparation of all grievance materials.

- b. **Step 2:** Human Resources Department: If the grievant is not satisfied with the disposition of the problem at consultation, or if notice of decision is not given within the ten (10) contract day period, the grievant may file the grievance with the Human Resources Department. The designated Administrator within the Human Resources Department shall notify in writing the grievant's primary evaluator and the President of the Union. The parties shall mutually agree in writing on a date and time for a hearing within five (5) contract days. Such hearing shall be convened within ten (10) contract days of the filing and shall be held outside the normal instructional hours. At the hearing, all parties shall be heard, and no formal rules of evidence or procedure shall be required, and the primary evaluator shall convene and conduct the hearing. The grievant shall be notified in writing of the decision and the reasons therefore within five (5) contract days of the hearing.
- c. **Step 3:** Superintendent of Schools: In the event that the grievant is not satisfied with the disposition of the grievance at Step 1, or if written notice of a decision is not given within the five (5) contract day period, the grievant may appeal the matter in writing to the Superintendent of Schools or his/her designee. If the grievant, within five (5) contract days, appeals the grievance to Step 2, the parties shall mutually agree in writing on a date and time of a hearing within five (5) contract days. Such hearing shall be convened within fifteen (15) contract days of the appeal and shall be held outside the normal duty hours. The Superintendent of Schools shall have the right to personally hear the testimony, or the testimony shall be heard by his/her designee, provided, however, that no designee who shall hear a grievance at this level shall be a party to the dispute or controversy in question. At the hearing all parties shall be heard. No formal rules of evidence or procedure shall be required, and the Superintendent of Schools or his/her designee shall convene and conduct the hearing. The grievant shall be notified in writing of the decision and the reasons therefore within ten (10) contract days after the hearing. An audio recording shall be made of all oral testimony at Step 2. The cost of the record shall be shared equally by the Board of Education and the grievant, or the Union, if the Union is involved in Step 2 and Step 3. In the event of an appeal to Step 3, the record on appeal shall include the audio recording of oral testimony from Step 2.
- d. **Step 4:** Board of Education: If the grievant is not satisfied with the disposition of the grievance at Step 2, or if written notice of a decision is not given within the ten (10) contract day period, the grievant may appeal the matter in writing to the Board of Education. Upon receipt of the appeal, the Board shall elect to decide the matter based upon written materials submitted by all affected parties during Step 2, the written grievance disposition, the audio recording, and the stenographic record from Step 2. The Board shall reserve the right to request additional oral testimony at such a hearing. The Board's decision on the method of hearing shall be by majority vote of the total Board membership present at the meeting where the Board makes its election. In either event, if the grievant, within five (5) contract days, appeals the grievance to Step 3, the grievant shall be

notified in writing of the date and time for submission of materials for Board review. Such date shall be within twenty (20) contract days of the appeal. Within ten (10) contract days after receiving the written material, the grievant shall be notified in writing of the Board's decision and the reason for the decision. The Board's decisions on disposition of grievances shall be by majority vote of the total Board membership present at the meeting or when voting on the submission of written material submitted by the parties.

3. **Large Group Grievance:** In the event that twenty-five (25) or more bargaining unit staffs' grievances are combined or filed together as one (1) grievance, the third and final step shall be a formal hearing before the Board. At the hearing, the Board shall receive verbal evidence. All parties to a group grievance shall be present at each step of the grievance process or shall designate in writing a person to represent them. At the hearing before the Board, the grievant or his/her legal representative shall have the right to make arguments and present evidence and testimony. All parties shall have the right to cross-examine all persons giving evidence. All above time lines shall apply except the ten (10) contract day limitation in the consultation procedure shall be extended to fifteen (15) contract days for a large group grievance.
4. **Union Representation:** All bargaining unit staff shall have the right to representation during the grievance process. The purpose of this representation will be to support the grievant and monitor the grievance procedure. In the event that the Representative believes the person(s) conducting the hearing has not followed the written grievance procedure, the bargaining unit staff will first bring the issue to the attention of the person(s) conducting the hearing. If the bargaining unit staff files an appeal alleging a violation of the written grievance procedures, the Union shall have the right to present its position in writing on the alleged procedural violation at Step 2 and Step 3 of the grievance procedure; however, if the Union does not present a written position at Step 2, it cannot introduce the information at Step 3. The District must provide written notice to the Union if an appeal alleging a violation of the written grievance procedures is filed.
5. **No Reprisals:** No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the Administration or of the Board against any grievant, any party in interest, any grievance representative, any member of the Union, or any other participant in the grievance by reason of such participation.
6. **Miscellaneous:**
 - a. All documents, communications, and records dealing with the processing and disposition of grievances shall be filed in a separate grievance file and shall not be kept in any personnel file of any of the participants. The employee will have access to this file. The employee may file a written release with Human Resources allowing any or all of the file to be released to the employee's representative or the union and its representative. Upon receipt of the written release, Human Resources shall make the records available within ten (10) days.
 - b. The right to presence of legal counsel shall exist at Step 2 and Step 3 for both parties.
 - c. The filing of a grievance at all levels shall be on the Grievance Form and shall be reasonably specific as to the nature of the complaint. The grievant should, to the

extent possible, describe the alleged event or act giving rise to the grievance including time, date, and place of the event or act and the names and addresses of any witnesses thereto.

- d. All references to the time deadlines in terms of "day(s)" contained in this article which are not otherwise defined shall mean "contract days" during the school year and "calendar day(s)," excluding holidays and weekends, between school years. The representatives of the parties may waive or extend time lines by mutual agreement in writing.
- e. If the grievance as filed does not affect the immediate supervisor or someone under his/her supervision, Step 1 of the grievance procedure shall be omitted. Other steps may be waived by mutual agreement.
- f. It is agreed that a bargaining unit staff shall have the right to grieve the procedures and/or the decision/determination of any District agent(s) which may result in a "suspension" and/or placement on "probationary status" pursuant to the provisions of this agreement. Additionally, the District shall be required to have cause for placing any bargaining unit staff on said "suspension" and/or "probationary status."

Article 16. Classified Inclusion on District Committees

1. Classified staff shall have a right to representation on district committees. The Union President shall appoint members of the classified staff to serve on district committees where classified staff should have representation.

Article 17. Professional Development

1. USD 497 will provide all new classified staff with a full induction training and orientation, including any and all efforts to provide a paid day of job shadowing with an experienced staff person in the same or similar title.
2. USD 497 will provide all classified staff with at least two days per year of paid professional development.
3. Lawrence School District will provide professional growth opportunities for all employees. The District will provide job-embedded professional development on district curriculum, programs, and initiatives pertinent to the employees' work. If required professional development is offered outside of the contract day or calendar, employees shall be paid for the hours in training.
4. Whenever sufficient interest warrants, in-service courses shall be designed that offer an opportunity for staff to improve their skills.
5. All materials used for professional development will be provided by the District without cost to the employee. If the professional development is based on a newly adopted program or curriculum, access to the materials for that program or curriculum will be provided to the participants before or at the time of the professional development, to include online access.

6. The District and the Union agree there will be classified staff representation on the District Professional Development Council.

Article 18. Union Leave

1. The Board of Education shall grant release time to the Union's executive board at up to one full-time equivalent. The Union will notify the District of who will be on release regularly in Labor-Management meetings.
2. The Board of Education or designee shall give release time up to a maximum of fifty (50) contract days per year for personnel to participate in Union business. The designation of such personnel shall be made by the President of the Union with five work days' notice given to the employee's direct supervisor and the building principal or primary administrator.

Article 19. Health & Safety

1. The Union and the District agree that the safety of each employee in the unit is a concern of both the employer and the Union.
2. The District agrees that it has the responsibility and will make reasonable efforts to provide, maintain a safe working environment and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding health and safety conditions.
3. Workmen's Compensation Law will cover all employees.

Article 20. Seniority

1. Seniority shall be based upon an employee's continuous length of service with the employer. If more than one (1) employee has the same Seniority date, the last four (4) digits of the Social Security Number will be used to establish the ranking. The employee with the lowest number will be considered the most senior.

Article 21. Vacancies and Voluntary Transfers

1. Definitions
 - a. A "vacancy" shall be defined as a new position or a position not already filled by an employee from within a building.
 - b. A "transfer" shall be defined as a change from one position to another within the district.
2. Vacancies for positions covered by this bargaining unit will be posted on the District's website under "Careers," copies of which will be forwarded electronically to the Union office as they become known.

3. Eligible employees within the District will be considered before outside candidates. If more than one person who is qualified applies, then the person with the most seniority will be considered first.
4. The District recognizes that its obligation is to meet the needs and interests of students. However, the District also recognizes it has an obligation to consider the interests and aspirations of its employees.

Article 22. Involuntary Transfers

1. An involuntary transfer shall be defined as a change from one position to another when the employee has not requested such transfer.
2. It is recognized that an involuntary transfer is not a generally satisfactory method for filling a vacancy and, as such, will not be resorted to unless all other reasonable avenues have been pursued. However, the parties recognize that because of overstaffing a building or the loss or relocation of a program, it may be necessary to involuntarily transfer employees.
3. Human Resources will generate a list of employees subject to involuntary transfer by least seniority and share it with principals to inform impacted employees. A list of transfer positions will be available to all Union employees before the involuntary process is started.
4. Employees will receive notice of any involuntary transfer or reassignment at least 2 weeks prior to the transfer, except in cases of emergency or unavoidable changes in circumstances.

Article 23. Layoffs and Furloughs

1. When a layoff of employees is necessary, the employer shall determine the job titles affected and layoff first those employees with the lowest seniority.
2. Laid off classified employees shall be re-employed by the most senior returning first by job title of opening. No external candidates shall be appointed until all laid off employees have had the opportunity to be reappointed.
3. Whenever, in the judgment of the employer, there exists an occasion for layoffs from employment, the employer agrees to give the Union thirty (30) days notice before putting any layoffs into effect, unless extenuating (emergency) circumstances exist that would prevent 30 days notice.

Article 24. Health, Dental, Vision Insurance and Other Benefits

1. The School Board contributions toward medical, dental and vision insurance are based on the number of hours per day an employee works. The Board pays the full premium for employee only coverage on their choice of medical plan plus basic dental and basic vision for employees who work at least 6.0 hours per day or .75 FTE. For employees that work less than 6 hours per day or .75 FTE, the Board contributes on a prorated basis. Adding children, spouse, family and electing buy-ups are done at the employee's

expense. Premiums for medical, dental and vision are withheld pre tax, since the district is subject to IRC Section 125 rules and regulations. Rates can be found on the benefits website.

2. If the actual cost of the monthly premium for the medical, dental and/or vision insurance benefit coverage(s) is/are less than the monthly sum of five hundred eighty-seven dollars and sixty-one cents (\$587.61), the difference will be paid to each classified employee employee enrolled in medical, dental, or vision insurance. The amount paid will be based upon the premium difference for the selected coverage compared to the previous plan year's premium, prorated based upon the employee's full-time equivalency. If the classified employee chooses not to take one or more of the available individual insurance coverages, no payment in lieu will be made.
3. Benefits shall be paid pursuant the following FTE table with coverage effective on the first day of the month following initial employment or qualifying event.

FTE	Hours Per Day	Board Contribution
0.75 - 1.00	6.0 - 8.0	100%
0.65 - 0.74	5.2 - 5.9	70%
0.55 - 0.64	4.4 - 5.1	60%
0.50 - 0.54	4.0 - 4.3	50%
0.44 - 0.49	3.5 - 3.9	0%

4. In the event that a change in policy is presented by the health carrier(s), the fringe benefit committee as appointed by the Superintendent, or Superintendent's designee, and the President of the Union will discuss the change(s) and reach a mutual decision.
5. Section 125 of the Internal Revenue Code makes it possible for the board of education to identify voluntary benefits, as a part of a salary reduction plan. Any benefits identified in the board's salary reduction plan will not be subject to state and federal income tax or social security tax. All employees will be eligible for this option and items will be restricted from changing participation status during the plan year unless there was a change in status or other qualifying event as recognized by the IRS. Identified benefits for salary reduction are:
 - a. Employee paid health, dental, and vision insurance
 - b. Dependent care reimbursement
 - c. Medical expense reimbursement

6. Dependent care and medical expense reimbursement will be administered by a third party administrator selected by the Fringe Benefit Committee. The participant (employee) will pay the monthly administration fee if such fee is established by the third party administrator.
7. Benefits Not Included in Section 125. These shall be restricted from changing participating status during the plan year unless there was a change in status or other qualifying event as recognized by the IRS. Classified employees may continue to purchase the following under the normal salary deduction agreement (not part of Section 125):
 - a. Voluntary tax-sheltered annuities 403(b) of the Internal Revenue code
 - b. Life insurance
 - c. Salary protection insurance
 - d. Critical illness insurance
 - e. Hospital indemnity insurance
 - f. Accident insurance

Article 25. Retirement

1. KPERs/Social Security
 - The Board of Education makes available to its qualified classified staff members the benefits of two retirement programs -The Federal Insurance Contribution Act (Social Security) and Kansas Public Employees Retirement System Plan. Participation in both plans is mandatory of all qualified employees. Retirement for information regarding retirement, contact the KPERs representative in the Human Resources Department.
2. Non-Elective Employer Paid Contributions
 - Post Employment Contributions - Employees hired on or before July 1, 2007, will be eligible for Post Employment Contributions. Post Employment Contributions will not apply to any employee newly hired on or after July 2, 2007. The Board of Education provides a Post Employment Contributions plan in order to facilitate the voluntary retirement of employees of the school district who may find it necessary or desirable to retire from employment with the district prior to retirement age as provided pursuant to 42 U.S.C. § 416 (I)(I) of the Social Security Act. Any eligible employee may elect to take Post Employment Contributions under the terms and conditions set forth in this policy. Post Employment Contributions are entirely voluntary and at the discretion of an eligible employee.
 - Eligibility - Any employee is eligible for Post Employment Contributions if such employee:
 - is currently a full-time or part-time employee of the school district,
 - has fifteen (15) years or more of full-time or full-time equivalency employment service with the school district,
 - has twenty (20) years or more of service credit recognized by Kansas Public Employees Retirement System (KPERs), and

- must have reached his/her fifty-seventh (57th) birthday on or by September 1, in the year in which she/he retires, and have not reached retirement age as provided pursuant to 42 U.S.C. § 416 (l)(l) of the Social Security Act on or by August 31, in the year which she/he retires. Any employee is also eligible for Post Employment Contributions if such employee's combined age and years of service credit in KPERS totals eighty-five (85) "points" and such employee meets the above (a) and (b) requirements. Eligibility for Post Employment Contributions shall be determined by the KPERS designee (Payroll Department). Any employee applying for Post Employment Contributions shall have the responsibility to provide all facts and information necessary to prove eligibility for Post Employment Contributions and to verify benefits to be paid.

Application - Any employee may apply for Post Employment Contributions by giving written notice to the Department of Human Resources. Such written notice shall be submitted on or before the March 1st preceding the anticipated retirement date and shall include the following information if known:

- a. a statement of the applicant's desire to take Post Employment Contributions,
- b. the anticipated date of retirement,
- c. the applicant's birthday and age on the date of retirement,
- d. the current mailing address and telephone number of the applicant,
- e. the number of years the applicant has been employed by the school district,
- f. the total number of years of service credit recognized by KPERS,
- g. applicant's current annual salary, and
- h. whether the applicant desires to continue participation in the school district's health insurance program to retirement age as provided pursuant to 42 U.S.C. § 416 (l)(l) of the Social Security Act.

Exceptions to Such Policy – Extenuating circumstances which might result in an employee requesting Post Employment Contributions after the March 1 date will be evaluated jointly on a case by case basis by the Union's Executive Board and Superintendent. Following final action on any application for Post Employment Contributions, the Human Resources Department shall notify the applicant, in writing by April 15, of the amount of

annual Post Employment Contributions benefits to be paid.

- Post Employment Contributions Benefits - The annual Post Employment Contributions benefit for full-time or part-time employees who meet all the eligibility requirements shall be a sum of money equal to the product of
 - the number of years' service credit recognized by KPERS for such employee, multiplied by
 - the largest base salary received by the employee as a result of employment with the school district during any one (1) of five (5) immediately preceding school years (July 1 through June 30), multiplied by a factor of .006.

Terms and Conditions - The following terms and conditions shall apply to the School District's Post Employment Contributions plan:

- The annual Post Employment Contributions benefit shall be payable by the District as of December 20 beginning with the year in which the eligible professional employee shall have taken early retirement, not to exceed in total five consecutive annual payments. Annual payments paid by the District hereunder shall be paid with respect to the limitation year for purpose of IRC Section 415 that includes December 20, taking into account the application of IRC Section 403(b)(3).
- The District shall contribute such Post Employment Contribution Amount within six weeks of this December 20 date. The annual payment will be contributed by the District to the eligible employee's 403(b) Plan account established for the retiree with the District in the form of an Employer non-elective contribution. The Plan and assets in the Plan shall be subject to IRC Section 403(b) and regulations thereunder. The retiree may choose to leave assets in the account and withdraw them at a later date or choose to withdraw the assets from the account immediately after the account is funded with such contribution, all subject to the provisions of IRC Section 403(b) and regulations thereunder and the terms of the 403(b) plan.
- In the event that a retiree dies subsequent to taking early retirement but prior to receiving at least one annual payment hereunder, one payment shall be made for the year of death to the 403(b) account of the retiree in the annual amount as otherwise set forth in this Article. In the event that a retiree dies after the year in which the retiree has taken early retirement but prior to receiving five annual payments, a final contribution shall be made by the District to the 403(b) account of the retiree equal to the lesser of:
 - a) the Post Employment Contributions amount otherwise due the retiree during the year of death; or
 - b) the amount equal to the retiree's includible compensation for purpose of IRC Section 415(c) for the last full year of service divided by the full number of months in which the retiree was alive in such year, and no

further contributions shall be required to be made by the District thereafter.

- An employee taking Post Employment Contributions shall have the option to continue participation in the school district's health insurance program. The District shall provide the same health insurance program benefit provided to current employees (or the prorated amount determined by the employee's full-time equivalency at the time of retirement) not to exceed a maximum of seven (7) years or until Medicare eligibility is met, whichever comes first. If the employee is participating in family coverage, family members must meet eligibility requirements as set forth in the plan document. Family members who become eligible for Medicare prior to the retirees' Medicare eligibility will be subject to Medicare regulations. Medicare eligible participants (spouse or dependent) will be transferred to a single policy. Deduction for the Medicare eligible spouse or dependent will be equal to the computed MER rate (Medicare Exclusion Rider). In the event that an employee has been employed at less than full-time due to health reasons, the employee may submit documentation from a physician supporting the need for part-time employment in order to qualify for a single membership paid by the District instead of the prorated amount. The District shall retain the right to request a second opinion from a physician of the District's choice. The cost of a second opinion shall be borne by the District. In order to receive the fully paid single membership, the employee must not have been part-time for more than three consecutive years immediately prior to early retirement.
- The option for the retired employee to participate in the District's health insurance program shall automatically terminate at retirement age as provided pursuant to 42 U.S.C. § 416 (l)(l) of the Social Security Act or until Medicare eligibility is met subject to any right provided pursuant to COBRA,
- Any employee who takes Post Employment Contributions shall have the responsibility to keep the School District informed of his/her current mailing address and telephone number,
- Any person receiving Post Employment Contributions may apply for reemployment in the District. If the person is re-employed by the District in a contracted position, he/she must give up the Post Employment Contribution benefits. No employee will receive more than a total of five (5) years of Post Employment Contribution benefits.
- If death should occur to the recipient during this agreement, the Board of Education will honor said agreement for that fiscal year only. If compensation has not been paid at the time of death, said compensation shall be paid for that one year to the beneficiary as designated under the Kansas Public Employees Retirement System.
- No Post Employment Contributions will be paid prior to the employee's retirement under the Kansas Public Employees Retirement System.

2. Non-Elective Contributions

A Non-Elective Employer Contributory Employer Paid Deferred Benefit Account 403(b) will be established for each classified employee employed at least half time in USD 497. This account will be separate from any employee paid deferred benefit account, and no employee contributions, via salary reduction or otherwise, shall be allowed into the account.

- The following terms and conditions apply:
 - The District will contribute to the Employer Paid Account for each classified employee who works at least 4.0 hours per day. The full contribution is \$60 per month (\$720 annually). Contributions will be prorated based on the following chart:

Hours	Contribution
7.5 - 8.0	100%
6.5 - 7.4	87.5%
5.5 - 6.4	75%
4.5 - 5.4	62.5%
4.0 - 4.4	50%
Less than 4.0	Not eligible

- A classified employee's ownership interest in his or her employer paid account shall vest in yearly increments. A classified employee will receive one year of vesting credit for each contract year completed, starting with the 2008-09 contract year, in which the classified employee is employed at least half time with the District. The following vesting schedule will be used to determine the classified employee's ownership interest in the funds in the account:

Vesting Schedule

Year 1	0%
Year 2	20%
Year 3	40%
Year 4	60%
Year 5	80%
Year 6	100%

A classified employee shall have access to the vested portion of his/her employer paid account upon separation from service with USD 497. In the event that such a classified employee returns to a classified position within USD 497 at a future date, the previous years of service will be allowed toward placement on the vesting schedule.

- Employees will have options of investing in various investment tracks within the 403(b) Plan Document established by the employer. Employees not yet in their 7th year of the plan will be limited to investment options approved by the Fringe Benefits Committee.
- Employer paid contributions for District employees who do not make investment elections by September 1 will be placed in an investment track selected each year by the Fringe Benefits Committee, who will review the investment options annually and make changes as necessary.
- Contributions will be invested in an Employer Contributory 403(b) Plan, established for the employee with an approved vendor. Assets in the Plan will be subject to the regulations and limits under IRC Sections 403(b) and 415. The employee is subject to management charges to maintain the 403(b) plan.
- Withdrawals from the account upon separation from service may be considered taxable income. Qualified rollover options may allow a participant to defer taxation until a later date.
- Upon the death of a classified employee, the Designated Beneficiaries of the employee (as determined pursuant to the custodial agreement or related documents) will be entitled to the total vested amount in the employee's Employer Paid Account.
- Each participant in this plan is strongly encouraged to review the 403 (b) Plan Document. The Plan Document will determine the specific management of the accounts covered by this provision. The purpose of the Plan Document is to ensure compliance with all relevant codes and statutes.
- If the classified employee receives post employment benefits under Section I of this article, any funds in the classified employee's employer paid account will be used to offset the Board's liability pursuant to Section I.

Article 26. Classified Longevity Pay

To recognize the past and future contribution made by the long-term classified employee to the District, a classified employee will be provided a longevity payment. This payment will start after the employee has completed the 5th year of continuous service with the District. That amount will be paid each subsequent year until the classified employee reaches the next step of increase for recognized years of service or no longer works for the District. The payment will be paid in lump sum in the month the employee was hired. Years of service will be determined by the current hire date of the classified employee. Service must be continuous. The years of

service will be calculated subtracting the current hire date from the current year. If employment is terminated during the employee's anniversary month, the employee shall forfeit longevity pay.

Number of Years	Amount
5 - 9	\$100.00
10 - 14	\$200.00
15 - 19	\$300.00
20 - 24	\$400.00
25+	\$600.00

Article 27. Leave

1. **Leave of Absence.** Leave without pay may be granted for a period not to exceed one year. Application for such leave shall be submitted in writing, with the reasons therefore, to the Principal or Department Head.
 - a. Approved leave without pay shall not constitute a break in service for the purposes of seniority.
 - b. An employee returning to work after an approved leave of absence shall be reassigned to the same classification or to a comparable classification that they held before going on leave.
2. **Civil Leave.** If an employee is subpoenaed to court as a witness, except for any action in which he/she or the Union is a party, the proper leave application form shall be submitted with a copy of the subpoena attached. An employee shall receive his/her regular salary on those regularly scheduled working days he is required to be absent if he/she promptly provides evidence of attendance in the form of the actual subpoena received from the court. Failure to provide such evidence to the Board within thirty (30) calendar days after return shall result in the employee's loss of regular pay during the leave period. Court ordered appearance by subpoena shall not affect an employee's attendance or performance award. An employee may request personal leave, emergency leave, or vacation if they are subpoenaed or otherwise appear in an action in which they or the Union is a party.
3. **Personal Leave.** Each employee may take up to ten (10) duty days of leave with pay each year for personal matters which require the employee's absence during assigned work hours. Personal leave may not be carried over to the next school (fiscal) year. Leave taken shall be deducted from an employee's accumulated illness leave. Except in emergency situations, the employee will give written notice to the immediate Supervisor at least two (2) duty days in advance that he/she is taking leave. Unless a request to use

personal leave has been submitted and approved by the Administrative Supervisor or Building Administrator, taking personal leave on the day before and/or the day after a holiday or on a professional development day is not permitted. If approved, this personal day will be deducted from the employee's accumulated illness leave.

4. **Maternity/Paternity Leave.** A classified employee whose performance of duty is interrupted by reason of pregnancy or pregnancy of spouse/partner may apply for, and on application shall receive, the benefits of Maternity/Paternity Leave. To be recognized as a partner, an Affidavit of Domestic Partnership must be on file with the Human Resources Department prior to requesting any benefits. Such leave shall be for the purpose of postnatal care, birth of a child or the adoption of a child. All maternity/paternity leave must be used within one (1) year of the birth or adoption of a child. The employee shall submit a letter informing the primary evaluator of the pregnancy as soon as possible. A conference involving the employee and the primary evaluator shall be called by the primary evaluator and a decision shall be reached concerning the employee's absence and a tentative separation date. The employee is responsible for contacting the Human Resources Department prior to the absence regarding the details of the leave. If the employee qualifies for FMLA leave, Maternity/Paternity Leave will be managed under FMLA guidelines (see related section – Family and Medical Leave). If an employee does not qualify for FMLA leave, Maternity/Paternity leave will be managed as follows:
 - a. The number of paid and unpaid days shall not exceed the total of sixty (60) duty days during the year. The employee will be required to use any applicable of their paid leave days (including sick, vacation, etc.) before unpaid leave is taken (see related article – Unpaid Leave).
 - b. If an extension is medically necessary, as verified in writing by the employee's physician, and the employee has the necessary amount of illness leave, absences will be regarded as illness leave. If accumulated illness leave has been exhausted, the employee will automatically be placed on extended absence for personal or disability leave (see related article – Extended Absence for Personal Illness or Disability Leave) and be subject to the provision thereof.
5. **Bereavement Leave.** A classified employee shall be granted leave for funerals of immediate family. The classified E\employee will notify his/her immediate supervisor of the need to be absent for bereavement leave. Bereavement leave is subject to the following limitations:
 - a. Maximum of three (3) days per occurrence. Such days need not be consecutive.
 - b. Maximum of twelve (12) days per contract year.
 - c. Additional bereavement leave for extenuating circumstances may be granted by Human Resources and will be chargeable to accumulated leave. When death occurs to someone other than the immediate family, a Classified Professional Employee attending such a funeral will be allowed the option of using personal, business or emergency leave or unpaid leave.
6. **Illness Leave.** All full-time personnel may be entitled to illness leave pay for personal illness or for illness in the immediate family. Immediate family is defined as the employee's spouse/domestic partner, parent, child, brother, sister, grandparent,

grandchild, or his/her spouse's above mentioned immediate family, or near relatives of the employee or the employee's spouse who resides within the household of the employee. Personnel assigned to two hundred (200) days or more shall be entitled to illness leave at full pay for twelve (12) days each year. Personnel assigned to fewer than two hundred (200) days shall be entitled to illness leave at full pay for ten (10) days each year. The appropriate illness days will be awarded each pay period until the annual allotment has been earned. Such leave may be allowed to accumulate each year up to a maximum not to exceed the number of assigned duty days. Part-time personnel may be entitled to illness leave with USD 497 on a prorated basis. If an employee has a work agreement for two (2) or more part-time jobs, the hours for those positions may be combined to determine benefits awarded.

Any employee who is ill and unable to work must notify his/her primary evaluator who will notify the appropriate Central Administrator or Supervisor to secure substitute personnel if needed. A doctor's certificate and/or a release to work document shall be requested by the Human Resources Department after an absence of more than three (3) consecutive duty days related to illness or injury.

There shall be no right to accrue illness leave days during a school year unless services are rendered by the employee in that year. Employees new to the District shall accrue illness leave, but may not use the days until after the first ninety (90) calendar days of employment. Classified employees who are absent, by designated medical providers recommendation, due to a work related injury (worker's compensation) may use accumulated illness leave or vacation the first five consecutive duty days (seven calendar days per statute). The employee may be supplemented through accumulated illness leave with an amount sufficient to pay the employee 100 percent of his/her salary from the 8th calendar day through the remainder of the absence due to a work related injury. If the employee depletes his/her accumulated illness leave, the employee will receive worker's compensation benefits only. (Worker's compensation payment will be deducted for paid days only.) After an employee is on leave due to a work related injury for more than 21 calendar days, the employee will receive worker's compensation benefits for the first five duty days. The district will not require reimbursement for those first five days. Worker's compensation payments shall be sent to the employee.
Reference: Worker Compensation Policy (EBAA Board Policy)

Article 28. Holidays

All classified employees (except seasonal & temporary) who are four (4) hours per day and/or a minimum of twenty (20) hours per week shall receive regular pay (no overtime) for board-approved holidays that fall within the employees' assigned duty days. Classified staff who work less than four (4) hours per day and/or a minimum of 20 hours/week will not be paid for holidays. The Board of Education recognizes several national holidays.

All classified staff will receive pay for the following holidays:

- Labor Day
- Thanksgiving Day and the day after
- Christmas Day and the day before
- New Year's Day
- Martin Luther King, Jr. Day
- Friday of Spring Break week

Classified 12 month staff will also receive pay for the following additional holidays:

- The 4th of July
- Memorial Day
- Juneteenth

Article 29. Vacation

Vacation accrual is available only to 12-month employees (250 duty days or more). Classified employees will be given vacation at the rate of .4 of a day per pay period. The first allocation is made with the first check. There are 26 pay periods per year providing a total of 10.4 days of vacation per year. After five years, allocation shall be .6 of a day per pay period for a total of 15.6 days per year. After ten years the allocation shall be .7 of a day per pay period for a total of 18.2 days per year. Vacation time is cumulative to 1.5 times the maximum days allowed.

Part-time hourly personnel must be half (1/2) time (four or more hours per day), or a minimum of 20 hours per week to qualify for paid vacation. Earned vacation may be taken with the approval of the primary evaluator and the appropriate supervisor and submitted to the Building Administrator. No substitute personnel shall be secured for employees who are on vacation without prior approval from the Administrator responsible for securing substitutes. Upon resignation or retirement, employees may sell back any unused vacation time at their full rate of pay.

Article 30. Inclement Weather Days

In the event of an inclement weather day, classified nine-month employees may use a personal/business day, if available, for a lost duty day that would not be made up at a later date. Classified Twelve-month employees (250 duty days or more) are expected to work on all inclement weather days. If a classified 12-month employee does not work, the absence should be reported as an unpaid day or the employee may elect to use a personal/business or vacation day.

When 12-month classified employees are called in to perform weather-related or time sensitive tasks as directed by their supervisor when the district is closed, the employee will be paid at double their regular rate for hours worked. In no event will an employee performing weather-related or time sensitive work when the district is closed be entitled to more than double their normal rate of pay for the actual hours worked.

The Board of Education may compensate employees for up to two inclement weather days when all staff are excused provided either or both of the days are not scheduled to be made up later in the contract year. Nothing precludes the Board of Education from providing additional pay for inclement weather days beyond the language set forth herein.

Article 31. Medical Examination

1. All classified employees are required to have a medical examination at the time they are first employed in Lawrence Public Schools. Each classified employee shall submit evidence of his/her physical condition by having a pre-placement medical examination conducted by the provider designated by the Board of Education. Expenses incurred for such examinations are the responsibility of the Board of Education. Failure to report for the scheduled medical examination or to cancel and not reschedule an appointment will result in the classified employee assuming the cost of the examination.
2. The Board of Education shall retain its right to require medical examinations when the physical or mental health of a Classified Employee, in the opinion of the Administration, affects the performance of a classified employee and/or is detrimental to the health of the students. Such exams shall be at the Board's expense. The Board shall have the right to select the physician and determine the nature of the examination. The Board's representative shall receive a report as to the classified employee's fitness for duty. Human Resources shall provide the classified employee a copy of the fitness for duty report.

Article 32. Hours of Employment

All classified personnel will work the number of days and hours per day as listed on the employee's agreement. Employees are assigned specific starting and ending times and may perform absolutely no work outside this schedule (i.e., no excess or overtime) unless specifically authorized by the immediate Supervisor. Any deviation from the assigned starting/ending time must be approved by the Supervisor. All excess or overtime hours must be pre-approved by the Supervisor. If the employee prefers to take compensatory time the employee must notify the Supervisor prior to working beyond the regular work schedule. Employees shall not clock in or out for another employee. This will lead to disciplinary action for both employees that could result in suspension or termination. (This practice constitutes fraud that may result in criminal prosecution.)

Unless otherwise authorized by the Supervisor, full-time hourly employees shall take a 30 minute duty free lunch break away from their work station. Employees must clock out when they begin the lunch break and clock in when they end the lunch break. Those employees who are required to work during the lunch break shall be compensated, therefore, will not clock out during this time. Employees should review and ensure all time reported is accurate. Report any discrepancies to the Supervisor. It is recommended that the employee periodically review the

time and attendance records throughout the work week. Any questions regarding the accuracy of compensation should be directed to the Payroll Department.

Building administration will work with staff to ensure they have opportunities for one or more short breaks during the day provided student needs are always covered and job responsibilities are completed in a timely manner.

Article 33. Overtime Payment/Compensatory Time for Hourly and Salaried Employees Not Exempt

1. Work Schedules. Work schedules shall be established by the employee's primary evaluator.
2. Overtime Pay
 - a. Pay for actual time worked in excess of forty (40) hours a week shall be paid at one and one-half (1 1/2) times the regular rate and shall be approved in advance by the appropriate Supervisor and/or Administrator.
 - b. Compensatory time in lieu of overtime pay may be taken at one and one-half (1 1/2) per overtime hour worked provided it is approved. No more than 240 hours of compensatory time may be accumulated, and the employee may be required to use the compensatory time within the year in which it was earned.
 - c. Exception to Overtime Rule: When a non-worked holiday falls in the pay period, an hourly employee may be paid overtime even though the actual time worked does not exceed forty (40) hours in the pay period with prior approval from the appropriate Supervisor and/or Administrator.
 - d. Excess Hours (hours in excess of contracted hours) any employee who incurs excess hours will be paid at the straight time rate. In the alternative, the employee may be allowed to accrue compensatory time at the straight time rate.

Article 34. Compensation for Accumulated Illness Leave

Individuals covered by this agreement, resigning or retiring during the school year, shall be reimbursed at the rate of twenty-five dollars (\$25.00) per day for all unused and accumulated illness leave, provided they have at least twenty (20) years of service in the Lawrence Public Schools. In the case of the death or permanent disability of a person who has at least twenty (20) years of service and is at least 60 years of age, the person or his/her estate shall be reimbursed at the rate of twenty-five dollars (\$25.00) per day.

Personnel who have served in the district for at least ten (10) years but less than twenty (20) years would receive ten dollars (\$10.00) per day for all unused and accumulated illness leave should they retire or resign.

Personnel who have served in the district for at least five (5) years but less than ten (10) years would receive five dollars (\$5.00) per day for all unused and accumulated illness leave should they retire or resign.

In case of death, the above applicable amount will be reimbursed to the beneficiary, as designated under KPERS.

Article 35. Wage Scale

Wage Scale for 2023-2024

		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
A	01	\$ 11.82	\$ 11.92	\$ 12.02	\$ 12.12	\$ 12.22	\$ 12.32	\$ 12.42	\$ 12.52	\$ 12.62	\$ 12.73	\$ 12.84	\$ 12.95	\$ 13.06	\$ 13.17	\$ 13.28	\$ 13.61	\$ 13.61	\$ 13.61	\$ 13.96	\$ 13.96	\$ 13.96	\$ 14.32	\$ 14.32	\$ 14.32	\$ 14.56	\$ 14.56
B	02	\$ 12.21	\$ 12.31	\$ 12.41	\$ 12.51	\$ 12.61	\$ 12.71	\$ 12.82	\$ 12.93	\$ 13.04	\$ 13.15	\$ 13.26	\$ 13.37	\$ 13.48	\$ 13.59	\$ 13.70	\$ 14.06	\$ 14.06	\$ 14.06	\$ 14.42	\$ 14.42	\$ 14.42	\$ 14.79	\$ 14.79	\$ 14.79	\$ 15.05	\$ 15.05
C	03	\$ 12.61	\$ 12.71	\$ 12.82	\$ 12.93	\$ 13.04	\$ 13.15	\$ 13.26	\$ 13.37	\$ 13.48	\$ 13.59	\$ 13.70	\$ 13.82	\$ 13.94	\$ 14.06	\$ 14.18	\$ 14.54	\$ 14.54	\$ 14.54	\$ 14.92	\$ 14.92	\$ 14.92	\$ 15.31	\$ 15.31	\$ 15.31	\$ 15.57	\$ 15.57
D	04	\$ 13.03	\$ 13.14	\$ 13.25	\$ 13.36	\$ 13.47	\$ 13.58	\$ 13.69	\$ 13.81	\$ 13.93	\$ 14.05	\$ 14.17	\$ 14.29	\$ 14.41	\$ 14.53	\$ 14.65	\$ 15.04	\$ 15.04	\$ 15.04	\$ 15.43	\$ 15.43	\$ 15.43	\$ 15.83	\$ 15.83	\$ 15.83	\$ 16.11	\$ 16.11
E	05	\$ 13.47	\$ 13.58	\$ 13.69	\$ 13.81	\$ 13.93	\$ 14.05	\$ 14.17	\$ 14.29	\$ 14.41	\$ 14.53	\$ 14.65	\$ 14.78	\$ 14.91	\$ 15.04	\$ 15.17	\$ 15.56	\$ 15.56	\$ 15.56	\$ 15.97	\$ 15.97	\$ 15.97	\$ 16.39	\$ 16.39	\$ 16.39	\$ 16.68	\$ 16.68
F	06	\$ 13.92	\$ 14.04	\$ 14.16	\$ 14.28	\$ 14.40	\$ 14.52	\$ 14.64	\$ 14.77	\$ 14.90	\$ 15.03	\$ 15.16	\$ 15.29	\$ 15.42	\$ 15.55	\$ 15.68	\$ 16.10	\$ 16.10	\$ 16.10	\$ 16.52	\$ 16.52	\$ 16.52	\$ 16.96	\$ 16.96	\$ 16.96	\$ 17.26	\$ 17.26
G	07	\$ 14.39	\$ 14.51	\$ 14.63	\$ 14.76	\$ 14.89	\$ 15.02	\$ 15.15	\$ 15.28	\$ 15.41	\$ 15.54	\$ 15.67	\$ 15.81	\$ 15.95	\$ 16.09	\$ 16.23	\$ 16.65	\$ 16.65	\$ 16.65	\$ 17.10	\$ 17.10	\$ 17.10	\$ 17.55	\$ 17.55	\$ 17.55	\$ 17.86	\$ 17.86
H	08	\$ 14.88	\$ 15.01	\$ 15.14	\$ 15.27	\$ 15.40	\$ 15.53	\$ 15.66	\$ 15.80	\$ 15.94	\$ 16.08	\$ 16.22	\$ 16.36	\$ 16.50	\$ 16.64	\$ 16.79	\$ 17.24	\$ 17.24	\$ 17.24	\$ 17.69	\$ 17.69	\$ 17.69	\$ 18.17	\$ 18.17	\$ 18.17	\$ 18.49	\$ 18.49
I	09	\$ 15.39	\$ 15.52	\$ 15.65	\$ 15.79	\$ 15.93	\$ 16.07	\$ 16.21	\$ 16.35	\$ 16.49	\$ 16.63	\$ 16.78	\$ 16.93	\$ 17.08	\$ 17.23	\$ 17.38	\$ 17.84	\$ 17.84	\$ 17.84	\$ 18.32	\$ 18.32	\$ 18.32	\$ 18.81	\$ 18.81	\$ 18.81	\$ 19.15	\$ 19.15
J	10	\$ 15.92	\$ 16.06	\$ 16.20	\$ 16.34	\$ 16.48	\$ 16.62	\$ 16.77	\$ 16.92	\$ 17.07	\$ 17.22	\$ 17.37	\$ 17.52	\$ 17.67	\$ 17.83	\$ 17.99	\$ 18.47	\$ 18.47	\$ 18.47	\$ 18.97	\$ 18.97	\$ 18.97	\$ 19.48	\$ 19.48	\$ 19.48	\$ 19.83	\$ 19.83
K	11	\$ 16.47	\$ 16.61	\$ 16.75	\$ 16.90	\$ 17.05	\$ 17.20	\$ 17.35	\$ 17.50	\$ 17.65	\$ 17.81	\$ 17.97	\$ 18.13	\$ 18.29	\$ 18.45	\$ 18.61	\$ 19.11	\$ 19.11	\$ 19.11	\$ 19.62	\$ 19.62	\$ 19.62	\$ 20.16	\$ 20.16	\$ 20.16	\$ 20.52	\$ 20.52
L	12	\$ 17.04	\$ 17.19	\$ 17.34	\$ 17.49	\$ 17.64	\$ 17.80	\$ 17.96	\$ 18.12	\$ 18.28	\$ 18.44	\$ 18.60	\$ 18.76	\$ 18.93	\$ 19.10	\$ 19.27	\$ 19.78	\$ 19.78	\$ 19.78	\$ 20.32	\$ 20.32	\$ 20.32	\$ 20.87	\$ 20.87	\$ 20.87	\$ 21.25	\$ 21.25
M	13	\$ 17.64	\$ 17.80	\$ 17.96	\$ 18.12	\$ 18.28	\$ 18.44	\$ 18.60	\$ 18.76	\$ 18.93	\$ 19.10	\$ 19.27	\$ 19.44	\$ 19.61	\$ 19.78	\$ 19.96	\$ 20.50	\$ 20.50	\$ 20.50	\$ 21.06	\$ 21.06	\$ 21.06	\$ 21.63	\$ 21.63	\$ 21.63	\$ 22.03	\$ 22.03
N	14	\$ 18.26	\$ 18.42	\$ 18.58	\$ 18.74	\$ 18.91	\$ 19.08	\$ 19.25	\$ 19.42	\$ 19.59	\$ 19.76	\$ 19.94	\$ 20.12	\$ 20.30	\$ 20.48	\$ 20.66	\$ 21.23	\$ 21.23	\$ 21.23	\$ 21.80	\$ 21.80	\$ 21.80	\$ 22.40	\$ 22.40	\$ 22.40	\$ 22.81	\$ 22.81
O	15	\$ 18.91	\$ 19.08	\$ 19.25	\$ 19.42	\$ 19.59	\$ 19.76	\$ 19.94	\$ 20.12	\$ 20.30	\$ 20.48	\$ 20.66	\$ 20.85	\$ 21.04	\$ 21.23	\$ 21.42	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.60	\$ 22.60	\$ 22.60	\$ 23.22	\$ 23.22	\$ 23.22	\$ 23.64	\$ 23.64
P	16	\$ 19.58	\$ 19.75	\$ 19.93	\$ 20.11	\$ 20.29	\$ 20.47	\$ 20.65	\$ 20.84	\$ 21.03	\$ 21.22	\$ 21.41	\$ 21.60	\$ 21.79	\$ 21.99	\$ 22.19	\$ 22.79	\$ 22.79	\$ 22.79	\$ 23.42	\$ 23.42	\$ 23.42	\$ 24.07	\$ 24.07	\$ 24.07	\$ 24.51	\$ 24.51
Q	17	\$ 20.28	\$ 20.46	\$ 20.64	\$ 20.83	\$ 21.02	\$ 21.21	\$ 21.40	\$ 21.59	\$ 21.78	\$ 21.98	\$ 22.18	\$ 22.38	\$ 22.58	\$ 22.78	\$ 22.99	\$ 23.62	\$ 23.62	\$ 23.62	\$ 24.28	\$ 24.28	\$ 24.28	\$ 24.95	\$ 24.95	\$ 24.95	\$ 25.41	\$ 25.41
R	18	\$ 21.01	\$ 21.20	\$ 21.39	\$ 21.58	\$ 21.77	\$ 21.97	\$ 22.17	\$ 22.37	\$ 22.57	\$ 22.77	\$ 22.98	\$ 23.19	\$ 23.40	\$ 23.61	\$ 23.82	\$ 24.48	\$ 24.48	\$ 24.48	\$ 25.16	\$ 25.16	\$ 25.16	\$ 25.86	\$ 25.86	\$ 25.86	\$ 26.34	\$ 26.34
S	19	\$ 21.77	\$ 21.97	\$ 22.17	\$ 22.37	\$ 22.57	\$ 22.77	\$ 22.98	\$ 23.19	\$ 23.40	\$ 23.61	\$ 23.82	\$ 24.04	\$ 24.26	\$ 24.48	\$ 24.70	\$ 25.39	\$ 25.39	\$ 25.39	\$ 26.10	\$ 26.10	\$ 26.10	\$ 26.82	\$ 26.82	\$ 26.82	\$ 27.32	\$ 27.32
T	20	\$ 22.56	\$ 22.76	\$ 22.97	\$ 23.18	\$ 23.39	\$ 23.60	\$ 23.81	\$ 24.03	\$ 24.25	\$ 24.47	\$ 24.69	\$ 24.92	\$ 25.15	\$ 25.38	\$ 25.61	\$ 26.32	\$ 26.32	\$ 26.32	\$ 27.05	\$ 27.05	\$ 27.05	\$ 27.80	\$ 27.80	\$ 27.80	\$ 28.30	\$ 28.30
U	21	\$ 23.38	\$ 23.59	\$ 23.80	\$ 24.02	\$ 24.24	\$ 24.46	\$ 24.68	\$ 24.91	\$ 25.14	\$ 25.37	\$ 25.60	\$ 25.83	\$ 26.07	\$ 26.31	\$ 26.55	\$ 27.29	\$ 27.29	\$ 27.29	\$ 28.05	\$ 28.05	\$ 28.05	\$ 28.83	\$ 28.83	\$ 28.83	\$ 29.37	\$ 29.37
V	22	\$ 24.23	\$ 24.45	\$ 24.67	\$ 24.90	\$ 25.13	\$ 25.36	\$ 25.59	\$ 25.82	\$ 26.06	\$ 26.30	\$ 26.54	\$ 26.78	\$ 27.03	\$ 27.28	\$ 27.53	\$ 28.30	\$ 28.30	\$ 28.30	\$ 29.09	\$ 29.09	\$ 29.09	\$ 29.91	\$ 29.91	\$ 29.91	\$ 30.47	\$ 30.47
W	23	\$ 25.11	\$ 25.34	\$ 25.57	\$ 25.80	\$ 26.04	\$ 26.28	\$ 26.52	\$ 26.76	\$ 27.01	\$ 27.26	\$ 27.51	\$ 27.76	\$ 28.02	\$ 28.28	\$ 28.54	\$ 29.34	\$ 29.34	\$ 29.34	\$ 30.16	\$ 30.16	\$ 30.16	\$ 31.01	\$ 31.01	\$ 31.01	\$ 31.59	\$ 31.59
X	24	\$ 26.03	\$ 26.27	\$ 26.51	\$ 26.75	\$ 27.00	\$ 27.25	\$ 27.50	\$ 27.75	\$ 28.01	\$ 28.27	\$ 28.53	\$ 28.79	\$ 29.06	\$ 29.33	\$ 29.60	\$ 30.43	\$ 30.43	\$ 30.43	\$ 31.29	\$ 31.29	\$ 31.29	\$ 32.17	\$ 32.17	\$ 32.17	\$ 32.77	\$ 32.77
Y	25	\$ 26.99	\$ 27.24	\$ 27.49	\$ 27.74	\$ 28.00	\$ 28.26	\$ 28.52	\$ 28.78	\$ 29.05	\$ 29.32	\$ 29.59	\$ 29.86	\$ 30.14	\$ 30.42	\$ 30.70	\$ 31.57	\$ 31.57	\$ 31.57	\$ 32.46	\$ 32.46	\$ 32.46	\$ 33.38	\$ 33.38	\$ 33.38	\$ 34.01	\$ 34.01
Z	26	\$ 27.98	\$ 28.24	\$ 28.50	\$ 28.76	\$ 29.03	\$ 29.30	\$ 29.57	\$ 29.84	\$ 30.12	\$ 30.40	\$ 30.68	\$ 30.97	\$ 31.26	\$ 31.55	\$ 31.84	\$ 32.74	\$ 32.74	\$ 32.74	\$ 33.67	\$ 33.67	\$ 33.67	\$ 34.63	\$ 34.63	\$ 34.63	\$ 35.29	\$ 35.29
AA	27	\$ 29.01	\$ 29.28	\$ 29.55	\$ 29.82	\$ 30.10	\$ 30.38	\$ 30.66	\$ 30.95	\$ 31.24	\$ 31.53	\$ 31.82	\$ 32.12	\$ 32.42	\$ 32.72	\$ 33.03	\$ 33.97	\$ 33.97	\$ 33.97	\$ 34.93	\$ 34.93	\$ 34.93	\$ 35.92	\$ 35.92	\$ 35.92	\$ 36.60	\$ 36.60
BB	28	\$ 30.09	\$ 30.37	\$ 30.65	\$ 30.94	\$ 31.23	\$ 31.52	\$ 31.81	\$ 32.11	\$ 32.41	\$ 32.71	\$ 33.02	\$ 33.33	\$ 33.64	\$ 33.96	\$ 34.28	\$ 35.25	\$ 35.25	\$ 35.25	\$ 36.25	\$ 36.25	\$ 36.25	\$ 37.28	\$ 37.28	\$ 37.28	\$ 37.99	\$ 37.99
CC	29	\$ 31.21	\$ 31.50	\$ 31.79	\$ 32.09	\$ 32.39	\$ 32.69	\$ 33.00	\$ 33.31	\$ 33.62	\$ 33.94	\$ 34.26	\$ 34.58	\$ 34.90	\$ 35.23	\$ 35.56	\$ 36.57	\$ 36.57	\$ 36.57	\$ 37.61	\$ 37.61	\$ 37.61	\$ 38.68	\$ 38.68	\$ 38.68	\$ 39.42	\$ 39.42
DD	30	\$ 32.37	\$ 32.67	\$ 32.98	\$ 33.29	\$ 33.60	\$ 33.91	\$ 34.23	\$ 34.55	\$ 34.87	\$ 35.20	\$ 35.53	\$ 35.86	\$ 36.20	\$ 36.54	\$ 36.88	\$ 37.93	\$ 37.93	\$ 37.93	\$ 39.02	\$ 39.02	\$ 39.02	\$ 40.14	\$ 40.14	\$ 40.14	\$ 40.90	\$ 40.90
EE	31	\$ 33.58	\$ 33.89	\$ 34.21	\$ 34.53	\$ 34.85	\$ 35.18	\$ 35.51	\$ 35.84	\$ 36.18	\$ 36.52	\$ 36.86	\$ 37.21	\$ 37.56	\$ 37.91	\$ 38.27	\$ 39.37	\$ 39.37	\$ 39.37	\$ 40.50	\$ 40.50	\$ 40.50	\$ 41.66	\$ 41.66	\$ 41.66	\$ 42.46	\$ 42.46
FF	32	\$ 34.84	\$ 35.17	\$ 35.50	\$ 35.83	\$ 36.17	\$ 36.51	\$ 36.85	\$ 37.20	\$ 37.55	\$ 37.90	\$ 38.26	\$ 38.62	\$ 38.99	\$ 39.36	\$ 39.73	\$ 40.87	\$ 40.87	\$ 40.87	\$ 42.05	\$ 42.05	\$ 42.05	\$ 43.26	\$ 43.26	\$ 43.26	\$ 44.09	\$ 44.09
GG	33	\$ 36.15	\$ 36.49	\$ 36.83	\$ 37.18	\$ 37.53	\$ 37.88	\$ 38.24	\$ 38.60	\$ 38.96	\$ 39.33	\$ 39.70	\$ 40.08	\$ 40.46	\$ 40.84	\$ 41.23	\$ 42.42	\$ 42.42	\$ 42.42	\$ 43.64	\$ 43.64	\$ 43.64	\$ 44.90	\$ 44.90	\$ 44.90	\$ 45.76	\$ 45.76
HH	34	\$ 37.51	\$ 37.86	\$ 38.22	\$ 38.58	\$ 38.94	\$ 39.31	\$ 39.68	\$ 40.06	\$ 40.44	\$ 40.82	\$ 41.21	\$ 41.60	\$ 41.99	\$ 42.39	\$ 42.79	\$ 44.02	\$ 44.02	\$ 44.02	\$ 45.29	\$ 45.29	\$ 45.29	\$ 46.60	\$ 46.60	\$ 46.60	\$ 47.49	\$ 47.49
II	35	\$ 38.93	\$ 39.30	\$ 39.67	\$ 40.05	\$ 40.43	\$ 40.81	\$ 41.20	\$ 41.59	\$ 41.98	\$ 42.38	\$ 42.78	\$ 43.19	\$ 43.60	\$ 44.01	\$ 44.43	\$ 45.71	\$ 45.71	\$ 45.71	\$ 47.03	\$ 47.03	\$ 47.03	\$ 48.39	\$ 48.39	\$ 48.39	\$ 49.32	\$ 49.32
JJ	36	\$ 40.40	\$ 40.78	\$ 41.17	\$ 41.56	\$ 41.95	\$ 42.35	\$ 42.75	\$ 43.16	\$ 43.57	\$ 43.98	\$ 44.40	\$ 44.82	\$ 45.25	\$ 45.68	\$ 46.12	\$ 47.45	\$ 47.45	\$ 47.45	\$ 48.82	\$ 48.82	\$ 48.82	\$ 50.24	\$ 50.24	\$ 50.24	\$ 51.21	\$ 51.21

SIGNATURE PAGE

The Board of Education and the union, PAL-CWA Local 6400, enter into this negotiated agreement upon ratification by the aforementioned parties as affirmed by the signatures below.

<u>Kevin L. Harrell</u> Board of Education Lead Negotiator	<u></u> Signature	<u>8-3-23</u> Date
<u>Tatyana Younger</u> PAL-CWA Local 6400 Vice-President	<u></u> Signature	<u>8-3-23</u> Date
<u>Ashley Eicholtz</u> PAL-CWA Local 6400 Vice-President	<u></u> Signature	<u>8/3/23</u> Date