

1200 workers  
830834

The articles with tentative agreement are attached. In addition, the board had noticed five articles for complete deletion from the contract. NEA-T had objected to those deletions. The compromise we reached was that the articles would sunset at the end of this contract year and that USD 501 and NEA-T would seek a determination by the Kansas Department of Human Resources as to whether these issues are mandatorily negotiable. If the final decision is that they are not mandatory, they are gone for good; if they are mandatory they will be returned to the agreement and either side can then notice them for bargaining in the future.

The actual terms agreed to do not differ significantly from where we were last summer. But with the school year over half over and a probable 45-60 days before the conclusion of factfinding and its aftermath, it seemed to be in the best interest of both sides to reach agreement where we could and move forward.

The meetings this past weekend were with Les Kuhns, Sharon Kaley, Mark Braun and me. It is my opinion that the discussions were extremely frank and open-much more so than when there is an "audience."

The resolutions we reached were not 100% what we might have hoped for, but do represent contract terms I can wholeheartedly recommend to you for approval. I will plan to attend your board meeting on Thursday evening to answer any questions you might have. Also, although we have cancelled the factfinding hearing scheduled for this Saturday, there will still be a meeting at the District Office to formalize tentative agreement. I hope that some or all of you can attend, both to show support for getting an agreement this year and, maybe, to set a positive tone as we begin bargaining again.

After marathon informal meetings over the weekend, I believe we have reached agreement on contract terms for the current year.

Dear Board Members,

RE: Tentative Agreement

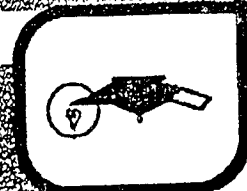
Board of Education  
Topeka USD 501

**PROFESSIONAL AGREEMENT**

March 2, 2004

ASSOCIATE SUPERINTENDENT  
ADMINISTRATIVE/SUPPORT SERVICES

RECEIVED  
MAR 02 2004



GENERAL DIRECTOR  
KANSAS ASSOCIATION  
OF HUMAN RESOURCES

MAR 11 2004

RECEIVED

02/14:51 FAX 785 273 7580 KASB

FYI  
Lynn

002/025

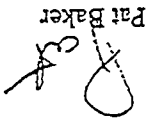
Wm/KK

Highlights of the Tentative Agreement:

1. The administration may assign work (including substantive classes) during the High School Seminar period. High School teachers will retain current preparation time. Salaries will increase by 1% on each position on the Salary Schedule. They will also receive Step and Column increments. Teachers off schedule will receive a 1% salary increase.
3. Those supplemental salaries tied to the base salary will see a corresponding increase. Salary and fringe benefits will be retroactive: Salary to the start of the contract and health insurance to when the premium increase went into effect.
4. Members of the Bargaining Unit will receive payment of health insurance premiums up to \$365 per month.
5. A new reduction in force procedure will go into effect this year. The new procedure is much more streamlined.

Please feel free to call me and I will look forward to seeing you on Thursday.

Sincerely,



Pat Baker

PB/vy

NEA-Topoka factfinding final position

August 23, 2003

ARTICLE 44  
SICK LEAVE AND DISABILITY BENEFITS

A. Credit Earning of Sick Leave

1. Regular Full-Time Employees on regular academic year contract, during the first year of employment in the school system, shall receive credit at the beginning of the school year for three (3) days that can be used for sick leave during the first two months of employment. Beginning with the third month, the employee shall be credited one day per month for each month worked during the remainder of the school year. This allows a maximum of seventy-seven and three fourths (77.75) hours of sick leave during the first year of employment. At the beginning of the second year of employment, the employee will be credited with seventy-seven and three fourths (77.75) hours or ten (10) days sick leave. This crediting of sick leave shall be accumulative from year to year for employees continuously employed.

2. Part-Time Employees

- a. Professional employees employed on a regular part-time basis shall earn sick leave equivalent to one (1) hour each full calendar month worked for each assignment hour per day (August through May).
- b. Accumulation of Sick Leave. Sick leave not used shall accumulate from year to year for employees continuously employed.

B. Deduction of Sick Leave

1. Sick leave will be deducted at the rate of seven and three fourth hours per day (7.75).
2. KATS employees' sick leave will be deducted at the rate of seven (7) hours per day missed or a proportion thereof.

C. Conditions of Use

- Professional employees on sick leave pursuant to this provision during the regular academic school year and those contracted to perform duties beyond the regular school calendar (excluding hourly) shall be compensated at their regular rate of pay while absent from work, provided they meet the following conditions:
  1. Notify their immediate supervisor, or his/her designee, of the needed sick leave and the reason therefore prior to the beginning of each school day.
  2. If used for personal illness, the professional employee shall, after three (3) consecutive days upon request, provide the Superintendent, or his/her designee, a certificate by a licensed physician verifying the employee's illness or physical disability.

- 3. If for personal illness or physical disability, the physician's certificate shall state the reason said employee is unable to perform his/her assigned duties.
  - 4. If the leave is used as a result of a death or critical illness in the immediate family (husband, wife, child, stepchild, brother, sister, parent-in-law, parent, grandchild, grandparent, or any household member), it shall not exceed three (3) school days, and/or it is understood that the building supervisor may extend the number of days and/or the list of individuals for which the leave may be taken. A physician's certificate may be required by the building supervisor to verify the critical illness. Leave for critical illness may be for the support or care of the family member.
  - 5. If used for critical illness of the immediate family (husband, wife, child, stepchild, parent or any relative living in the dwelling unit), a physician's certificate shall, after three (3) school days upon request by the Superintendent, be furnished verifying the critical illness of the member of the immediate family.
  - 6. Any professional employee may use accumulated sick leave for the seven (7) calendar day waiting period following an on-the-job injury to the date of his/her eligibility to receive worker's compensation benefits. After said employee receives worker's compensation payments, his/her accumulated sick leave may be used pro rata to equal an amount not to exceed his/her regular daily rate of pay for the duration of his/her worker's compensation payments or until all accumulated sick leave has been used.
  - 7. Any professional employee on a paid leave of absence provided for within this article (i.e., Family and Medical Leave, personal illness or critical illness of the immediate family) upon return to work shall be reinstated to the same assignment previously held, if available, or if not available, to a substantially equivalent position.
- D. Sick Leave Pay on Retirement or Death
1. All professional employees within the bargaining unit who have completed three (3) consecutive years of employment immediately preceding retirement or death and who have completed ten (10) or more years of school service, as recognized by the Kansas Public Employees Retirement System and/or the Topeka Board of Education, at the time of their retirement or death, shall be eligible for additional compensation according to the following schedule:
    - 10-19 years of school service...25% of the total of the professional employee's unused sick leave.
    - 20-29 years of school service...50% of the total of the professional employee's unused sick leave.
    - 30 or more years of school service...100% of the total of the professional employee's unused sick leave.
  - Beginning the 1977-78 school year the term "school service" shall mean only service with USD No. 501 as to any professional employee employed after such date.

Such professional employees must have attained disability or retirement eligibility as recognized by the Kansas Public Employees Retirement System.

The additional compensation is to be equivalent to the amount to the retiring professional employee's sick leave according to the above schedule, but it is not to exceed sixty (60) days, except that part-time professional employees shall not exceed thirty (30) days.

2. A professional employee requesting voluntary retirement shall notify the office of the General Director of Human Resources in writing not later than May 1 of his/her contracted school year of his/her intention to retire to be eligible for the benefits stipulated herewith.
3. If the professional employee who has met the service requirements is deceased, his/her estate is eligible to receive payment on this same schedule.
4. Payment of unused sick leave to the retiree, or the estate of the retiree, upon official approval of the retirement by the Topeka Board of Education, shall be made on or before January of the ensuing year.
5. The additional compensation for sick leave at retirement or death shall be the daily rate as defined in Article 2.

### SICK LEAVE SHARING

#### E. Participation in the Sick Leave Sharing Plan

Any professional employee may participate in the Sick Leave Sharing Plan as a recipient or donor. All rights of privacy for the donor and recipient will be respected.

#### 1. Sick Leave Sharing Recipient

Professional employees are eligible to participate as a recipient of Sick Leave Sharing providing they meet the following guidelines:

- a. All available personal sick leave days are exhausted
- b. A catastrophic illness/injury has been substantiated by a physician and the appropriate form signed by the doctor. A catastrophic illness/injury includes, but is not limited to cancer, major surgery, serious accident or heart attack, that:
  - (i) poses a threat of life or requires in-patient or hospice care, extensive outpatient treatment or care at home; and/or
  - (ii) keeps the employee from performing regular work duties.
- c. A Sick Leave Sharing Plan request form is signed by the recipient or his/her representative indicating acceptance of the donated days.

#### 2. Sick Leave Sharing Donor

Professional employees donating to the Sick Leave Sharing Plan will adhere to the following guidelines:

- a. Donors will not be pressured into donating days for the Sick Leave Sharing Plan.
- b. The donor will complete the Sick Leave Sharing donor's form.
- c. The personal day will be donated in full day units for full-time employees. Part-time employees will donate time-proportionate to hours employed.
- d. Donation forms will be numbered in the order received in Human Resources. Numbers will be drawn randomly as needed for the recipient.
- e. If not used through the lottery for the designated recipient, the donated day will be returned to the donor as a "sick" day.
- f. If an employee retires, dies, or leaves the district while using shared leave, any remaining unused shared leave days will not be subject to payment under Section D.

F. Condition of Use

The following criteria regulates the condition for use of the Sick Leave Sharing Plan (See Appendix C) by the donor and recipient:

- 1: Donors are limited to donating one (1) personal leave day to the Sick Leave Sharing Plan per contract year.
  - 2. A recipient is limited to a total of forty (40) Sick Leave Sharing days. Under extenuating circumstances, the forty (40) day limit may be waived by the General Director of Human Resources.
  - 3. Professional employees across the District may donate a personal day to any members of the Bargaining Unit.
  - 4. The personal day contributed to the Sick Leave Sharing Plan will be treated as sick leave for the recipient.
  - 5. The donated Sick Leave Sharing days will become a part of the designee's lottery when all of the eligibility requirements are met as substantiated by the required forms. The day will be transferred when it is used by the designated recipient.
  - 6. Sick Leave Sharing shall be paid according to the recipient's daily rate of pay.
  - 7. Professional employee may request Sick Leave Sharing days based upon catastrophic injury/illness to self, relative, or household member.
- G. It is understood that the decision to become a sick leave sharing donor is voluntary on the part of the professional employee and neither the Board nor the Association will be held responsible should a donor be sought, but no donors come forward.

August 23, 2003

NEA-Topoka factfinding final position

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JK  
B

ARTICLE 23  
REDUCTION IN FORCE

A Criterion Based System

~~Reduction in force letters will not be sent unless there is a reasonable expectation that the District will experience a negative fiscal impact or that the District anticipates dramatic program modifications. In the event of a reduction in staff of professional employees beyond what can be accommodated by attrition, only professional employees in identified areas will be notified. It is understood that by law K.S.A. 72-5436, et seq., nontenured professional employees will be the first employees subject to the reduction in force. Fully certified employees will be retained before those with provisional certification. The procedure specified in Appendix B will be followed to determine which contracts will be nonrenewed to implement a reduction in force. In cases where employment in a position at KATS is a condition of certification for the position, employees who are otherwise fully qualified for such certification shall not be disqualified because of a lack of certification. The effect in these cases shall be to provide equal consideration of such employees when applying the procedure for awarding points in determining retention under the provisions of Appendix B.~~

~~The process of reduction involves four steps: notification, completion of the criterion based system, reduction, and consideration for retraining as stipulated below:~~

~~Professional employees will be notified that they may be part of a reduction in force through a letter pursuant to K.S.A. 72-5436, et seq., from the Human Resources Office on or before May 1<sup>st</sup>. The "Criteria Based" Professional Employee's Form will be sent with this notification. The professional employee is responsible for completing and submitting this form to their his/her building administrator. The building administrator will review the information, sign the form, and return it to the employee. It is the responsibility of the employee to forward the form to the Personnel Office by the closing date. Only credential information on file in the Personnel Office by March 1<sup>st</sup> will be considered in this system. Professional employees considered for staff reduction will be identified through a criteria based ranking system. (See Appendix B.) The weighted factors determining this rank order include credentials, evaluations, site and district contributions, and length of service as identified on the criterion~~

~~based system Professional Employee's Form. (See Appendix B.) Professional employees affected by staff reduction will be those employees with fewest points. If there are two (2) or more persons determined to be equally qualified by the criterion based system (i.e., with the same amount of points), the Superintendent, or his/her designee, shall determine the employee to be retained.~~

~~Professional employees affected by staff reductions shall be placed on a preferential hiring list for a period of two (2) years. In the event any position becomes available, the procedure specified in Appendix B will be applied to determine who will be rehired. The professional employees rank for preferential hiring will be determined by his/her total points from the Criterion Based Form. Qualified employees with the most points will be rehired first for available positions. Following a reduction in force, the points on this system may be adjusted only by adding or changing certifications areas. In the event a reduction in force occurs in consecutive years, a professional employee's points will be considered in the total pool of eligible RIFed employees for the purposes of rehiring. If during rehiring, two (2) or more employees being considered for a position have the same amount of points, the Superintendent, or his/her designee, shall determine which employee will be rehired.~~

~~If the professional employee is reinstated within two (2) years from date of RIF, the employee shall receive credit for accumulated unused sick leave and credit shall be given any teaching, supervising, or administrative experience in a similar or like position during the period of RIF after evaluation and acceptance by the Department of Human Resources for the purposes of negotiated salary he/she would have received had he/she not been RIFed. Length of service for any RIFed employee employed from the preferential hiring list shall date from the last date of hire held prior to the RIF less the time of the RIF.~~

~~Professional employees wishing reinstatement under the Article shall notify the Superintendent, in writing, of their interest and availability every six (6) months after the termination date of their contract and of any change in their telephone number, address, and certification.~~

~~The School District shall give the Association written notice in the event consideration is given to the reducing staff. Once the School District reaches a decision, the names of professional employees subject to RIF shall be furnished to the Association. Thereafter, three (3) representatives selected by the Association and three (3) designated by the Superintendent shall meet to determine whether the Association and the District can give any assistance to those who have been RIFed.~~



NEA-Topoka factfinding final position

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### APPENDIX B PROCEDURE FOR REDUCTION IN FORCE

Once a determination has been made that a reduction in force will be necessary the following steps will be completed in the order listed below to determine which professional employees' positions will be reduced. This procedure will apply to non-probationary teachers.

#### Step 1 Qualifications

A review of licensure/endorsement will be conducted to determine which professional employees hold credentials which qualify them for available positions in the district. Those who do not hold credentials appropriate to available positions will be reduced. Professional employees who hold both an appropriate license/endorsement and certification by the National Board for Professional Teaching Standards will be retained. If additional reductions will be necessary the process will advance to step 2

#### Step 2 Evaluations

A review of the most recent three (3) evaluations of the remaining displaced professional employees will be conducted. Employees with one or more evaluations with recommendations for probational renewal or nonrenewal will be reduced. If additional reductions will be necessary the process will advance to step 3.

#### Step 3 Seniority

A review of the professional experience of the remaining displaced professional employees will be conducted. Employees will be assigned 1 point per year of credited professional experience. An additional 1 point per year will be assigned for experience in the area to which the employee could be assigned. Reductions will be accomplished by first reducing those with the fewest points and working up the list in point order until sufficient professional employees have been reduced. Should two or more professional employees have an equal number of points, those with the lesser experience in the area(s) of available positions will be reduced before those with greater experience. Should two or more

professional employees have an equal number of points, those with lesser experience in Topeka Public Schools will be reduced before those with greater experience. If, after applying these factors, two or more professional employees are still equally situated and some will be retained and others reduced, step 4 will be used to break ties.

Step 4 Other Considerations

In the event that a tie must be broken between two or more employees to determine which will be retained and which reduced, the following factors will be used in the order listed to determine the order of reduction.

A. Average annual hours spent in service to the district, paid and unpaid, beyond time spent to accomplish the duties of the primary contract, based on the following scale:

1-40 hours	41-80 hours	81-120 hours	121-160 hours	161-200 hours	201+ hours
5 points	10 points	15 points	20 points	25 points	30 points

Each individual employee may choose to use the most recent one, two, or three years of experience to average annual service.

B. Placement on column on the salary schedule, one point per column starting with the BS column

C. Additional license/endorsements beyond what is required for any available position, one point for each additional endorsement

D. Professional development points credited by any Professional Development Council recognized by the Kansas State Department of Education which were earned during the five years immediately preceding the notice of a reduction in force, one point for each eight PDC points.

E. In the event that a tie still exists, the superintendent will decide which employee(s) will remain.

TH  
[Handwritten signature]

NEA-Topeka factfinding final position

August 23, 2003

ARTICLE II  
RETIREMENT

- A. Retirement Procedures
  1. Retirement benefits shall be in accordance with the provisions of the Kansas Public Employees Retirement Law and rules and regulations adopted by the Kansas Public Employees Retirement System under the provisions of the law.
  2. The list of personnel who will retire as of each September 1 will be released by the office of the General Director of Human Resources on or before April 15, with an update on or before May 15, preceding the September 1 on which retirement becomes effective.
  3. A professional employee who plans to retire will notify, by April 1 of the current school year, the office of the General Director of Human Resources, in writing, of his/her intention to retire.
  4. Upon receipt of the notification, the General Director of Human Resources will write a letter acknowledging the notice.
  5. A retirement "Leave of Absence" requested after July 1, 2001, under Article 42 may not exceed one academic year.
- B. Insured Disability Benefits
 

A professional employee desiring to request KPERS disability benefits will notify the office of the General Director of Human Resources, in writing, of his/her intentions.

August 23, 2003

NEA-Topoka factfinding final position

ARTICLE 14  
ASSOCIATION LEAVE

Members of the Bargaining Unit designated as representatives of the Association, upon approval by the Superintendent or his/her designee, shall be granted short leaves of absence without pay to participate in activities of the National Education Association (NEA), Kansas NEA, or NEA-Topoka and such business that is necessary to fulfill the function of the Association to the extent allowed and applicable under the law.

Upon request of the NEA-Topoka President, his/her contract status may be changed up to full-time during the term of office (with specific terms to be negotiated by the parties) and if agreement is reached, the contract will be reinstated to full-time status upon the completion of the term of office without prejudice. The NEA-Topoka President shall be granted full experience credit for the year(s) of Association service. This advancement shall occur regardless of the percent of time the President is released from District-assigned duty.

The Superintendent of Schools, or his/her designee, shall authorize release time without loss of pay, and in addition to any/all other leave provisions, upon request of the NEA-Topoka President, a maximum of ten (10) days to participate in activities as a representative of NEA-Topoka.

An employee returning to work after leave taken pursuant to this article will not be guaranteed a specific assignment.

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NEA-Topoka fact-finding final position

**ARTICLE 35  
SALARY DIFFERENTIALS FOR COACHES, DRAMATICS, STAGECRAFT,  
DEBATE, FORENSICS, NEWSPAPER, YEARBOOK, AND HIGH SCHOOL  
MUSIC**

(Figures based on current contract base salary)

1. Supplemental contract salary amount will be a percentage (%) amount decided by position on the supplemental chart.
2. The percent (%) is applied to the starting base of the salary schedule.
3. Experience remains in four columns: 1 yr., 2-6 yrs., 7-10 yrs., and after 10+ yrs. *in an accredited school*
4. Experience is based on your experience in that area of teaching supervision, not your teaching experience. Experience, *in an accredited school*, outside the district shall be accepted 100%.
5. A member of the bargaining unit may not receive compensation under Article 30 for performing duties related to a supplemental contract listed in this Article.

Position	1 yr.	2-6 yrs.	7-10 yrs.	10+ yrs.
I HIGH SCHOOL I Head Football, Basketball, Music Debate,	12.0%	13.4%	16%	21%
II Head Track, Wrestling, Stagecraft, Drama, Forensics	9.5%	10.8%	13.2%	17.8%
III Head Volleyball, Soccer Baseball/Softball, Newspaper,	7.8%	8.8%	11.0%	15.4%
Yearbook, No. 1 Asst. Football, Basketball, Video Yearbook, TV Broadcast Journalism	5.0%	5.8%	7.0%	11.9%
IV Head Tennis, Golf, Cross Country	7.0%	7.9%	9.8%	14.0%
V	6.0%	6.9%	8.8%	13.0%
VI Asst. Football, Basketball, Track, Wrestling, Baseball/Softball	5.0%	5.9%	7.8%	12.0%
VII Asst. Volleyball, Swimming, Debate, Forensics, Soccer, Asst. Music	3.9%	4.4%	6.0%	9.9%
VIII Asst. Tennis, Golf, Cross Country, Drama	1 yr. 5.0%	2-6 yrs. 6.3%	7-10 yrs. 7.1%	10+ yrs. 8.9%
MIDDLE SCHOOL I Head Football, Basketball, Track	3.5%	4.0%	5.0%	6.0%
II Head Volleyball, Wrestling, Tumbling, Tennis	3.2%	3.5%	4.4%	5.3%
III No. 1 Asst. Football, Basketball, Volleyball	2.8%	3.1%	3.9%	4.7%
IV Drama, Asst. Football, Basketball, Track, Wrestling, Tumbling, Tennis, Volleyball	Professional employees receiving a Level I salary prior to July 1, 2001, will remain on Level I.			

NEA-Topeka fact-finding final position

August 23, 2003

ARTICLE 36  
OTHER SALARY DIFFERENTIALS

(Figures based on current contract base salary)  
A member of the bargaining unit may not receive compensation under Article 30 for performing duties related to a supplemental contract for performing duties related to a supplemental contract listed in this Article.

A. HIGH SCHOOL	0-4 yrs.	5+ yrs.
Pep Band	2.3%	2.9%
Pep Club Sponsor	1.5%	2.1%
Asst Pep Club Sponsor	0.9%	1.5%
DHII Team Sponsor	4.0%	4.6%
1 <sup>st</sup> Semester	4.0%	4.6%
2 <sup>nd</sup> Semester	4.0%	4.6%
Asst. DHII Team Sponsor	2.0%	2.6%
1 <sup>st</sup> Semester	2.0%	2.6%
2 <sup>nd</sup> Semester	2.0%	2.6%
Chancellor Sponsor	5.5%	6.3%
1 <sup>st</sup> Semester	5.5%	6.3%
2 <sup>nd</sup> Semester	5.5%	6.3%
Asst. Chancellor Sponsor	2.3%	4.1%
1 <sup>st</sup> Semester	2.3%	4.1%
2 <sup>nd</sup> Semester	2.3%	4.1%
Student Exchange Program	2.0%	2.6%
Freshman Class Sponsor	1.0%	1.6%
* Sophomore Class Sponsor	1.0%	1.6%
* Junior Class Sponsor	2.0%	2.6%
* Senior Class Sponsor	1.5%	2.1%
Student Council Head Sponsor	2.6%	3.2%
Student Council Asst. Sponsor	1.5%	2.1%
Model UN Sponsor	0.8%	1.4%
Dept. Chairperson	2.4%	3.0%
Trainer	2.0%	2.6%
Weights	1.3%	1.9%
Foreign Language Club Sponsor	2.4%	3.0%
College Bowl Sponsor	2.3%	2.9%
BSU Sponsor	2.3%	2.9%
Native American Club	2.3%	2.9%
BSU Asst. Sponsor	1.1%	1.7%
"Reading"	\$300.00	\$300.00
Literary Magazine Sponsor	1.7%	2.3%
Math Club Sponsor	1.7%	2.3%
MAYO Club Sponsor	2.3%	2.9%
Teachers of Tomorrow	1.0%	1.6%
TV-Production	3.5%	7.5%
Flag Team	1.4%	2.0%
FBLA-Future Business Leaders of America (per person)	2.4%	3.0%
Mid-Am Eng & Sd Act (MACESA)	\$900.00	\$1000.00
Technology Assistant (per person)	\$1000.00	\$1000.00
Activities Coordinator	13.6%	13.6%
Curriculum Coordinator	10.0%	10.6%
North Central/QPA Chairperson (no more than 2 per building)	5.3%	5.9%

+ Elementary Supplement will be issued in addition to any addendum listed under C (above). K-5, prorate, does not apply if receiving other addendum (i.e., Special Education, Counselors,

Item	0-4 yrs.	5+ yrs.
YOUTH ADVISORY COUNCIL (YAC) (per person)	1.2%	1.8%
<b>B. MIDDLE SCHOOL</b>		
Student Council Sponsor	1.8%	2.4%
Student Council Asst. Sponsor	1.1%	1.7%
Music	2.8%	3.4%
Reading	\$300.00	\$300.00
Model U.N. Sponsor	0.8%	1.4%
Academic Sponsor	1.4%	2.0%
Department Chairperson	1.4%	2.0%
Academic/Advisor	-----	-----
Base Team Leader	1.5%	2.1%
Asst. Dramatics	1.5%	2.1%
Technology Assistant (per person)	\$1000.00	\$1000.00
Activities Coordinator	13.6%	13.6%
Curriculum Coordinator	10.0%	10.6%
North Central/QPA Chairperson (no more than 2 per building)	5.3%	5.9%
Youth Advisory Council (YAC) (per person)	1.2%	1.8%
<b>C. ELEMENTARY SCHOOL</b>		
+ Elementary Supplement	\$400.00	\$400.00
Academic Sponsor	1.4%	2.0%
Intramurals	1.4%	2.0%
Music per elementary school	1.0%	1.5%
assigned prorated	-----	-----
Reading	\$300.00	\$300.00
Technology Assistant	\$700.00	\$700.00
Curriculum Coordinator	10.0%	10.6%
Board of Education	-----	-----
approved person in charge during absence of elementary principal	4.5%	5.6%
North Central/QPA Chairperson (no more than 2 per building)	5.3%	5.9%
Multi-Grade level (reg. education)	2.8%	3.1%
Elementary Math/Science/LA/SS person	2.0%	2.5%
<b>* D. SPECIAL EDUCATION</b>		
Chairperson (Special Education)	0-4 yrs. 3.3%	5+ yrs. 3.9%
<b>E. KATS SUPPLEMENT</b>		
Vocational Student Organization(s) (VSO)	0-4 yrs. 2.4%	5+ yrs. 2.6%
Youth Advisory Council (YAC) (per person)	1.2%	1.8%
<b>F. SPECIAL ASSIGNMENTS</b>		
District Model U.N. Director	1.2%	1.8%
Consulting Teacher	13.0%	13.8%
Central Media Specialist	6.5%	7.1%
Project Coordinator	13.0%	13.6%
Special Responsibility Assignments	2.0%	2.6%
Professional Development Council	3.3%	3.9%
Muticultural Committee	2.0%	2.6%
District Mentorship Program	\$1000.00	\$1000.00
JROTC MIP+ \$3,600.00	\$3,600.00	\$3,600.00
<b>G. Curriculum Writing Per Hour</b>		
		\$13.50
<b>H. CAPITAL CITY</b>		
Coordinator		\$1531.25
Dept. Chairperson		-----
Academic Team		-----

Head Start, Title One Liaison)  
 \*Special Education (only if assigned): To be eligible, you must individually qualify for State of Kansas Special Education categorical aid for all of the current school year. Certificates must be filed prior to November 1<sup>st</sup>. Will not be issued to those receiving addendums listed under Article 32.

\* Pro-rated to portion of duty day assigned.  
 -- if employed in this capacity during the 1975-76 school year.

--- Those assignments which may arise which merit payment but are not listed in the contract, Special Responsibility

--- Assignments are intended to be temporary assignments.

--- A Department Chairperson or Academic Team Leader is a person who has been designated by the building management to be in charge of budgets, requisitions, curriculum development, and/or other operational duties pertaining to the

principal to be in charge of a department or team and not receiving an addendum for similar activities. Payment for these positions shall be determined by the number of people according to the following scale:

- ..... (2-5 people) 2.8%
- ..... (6-9 people) 4.1%
- ..... (10 or above) 5.3%

--- A multi-grade level classroom is a self-contained combination classroom consisting of students as different grade levels such as grade 1 / 2, 2 / 3, 3 / 4, and 4 / 5 who are assigned for the entire school year. Multi-grade classrooms must be approved in advance by the Department of Human Resources. Classrooms other than regular education classrooms, e.g., class-within-a-class, mainstaying, inclusion, multi-age classrooms, and/or departmentalized rooms are not included in this item.



FTEs BY CELL

	BS	BS+15	BS+30	MS/BS+45	MS+15/ BS+60	MS+30/SP	MS+45 SP+15	DOC	TOTAL
1	35.8	5	2	1	0	2	0	0	45.8
2	40	4	3	7	1	3	1	0	59
3	31	11	1.6	3.9	0	4	0	0	51.5
4	45	13	6	7	5	1	0	0	77
5	24.7	3	5	4	2	2	0	0.52	41.22
6	16	6	3	7	2	1	1	0	36
7	14	4	3	8.6	1	2.6	0	0	33.2
8	14	7	6	13.6	4	4	0	0	51.6
9	19	11.6	5	14.95	8	5	2	0	66.55
10	15	5.5	8	20.5	6	14.94	4	1.5	75.44
11	21.4	3	2	17	4	2.5	3	1	53.9
12	7	3	6	25.1	2	5	2	0	50.1
13	12	7	3	13	3	3.6	1	0	42.6
14	3	5.5	2	12	8	1	1	0	32.5
15	7.02	3.8	7	12	8	3.8	1	1	43.62
16	3.6	6	5	9.8	3	1	2	0	30.4
17	3	7	4	14.2	8	7	3	1	47.2
18	2	4	7	12	7	4.5	0	0	36.5
19	1	4	2	6.5	8.6	5	1	1	20.1
20	3	2	2	10	9	2	2	0	30
OFF	13.4	24.6	38.8	102.3	80.6	56.4	23	4	343.1
TOTAL	330.92	140	121.4	321.45	170.2	131.34	51	10.02	1276.33

TOPEKA PUBLIC SCHOOLS, USD 501  
 2003-2004 SALARY SCHEDULE

	BS	BS+15	BS+30	MS/BS+45	MS+15/ BS+60	MS+30/SP	SP+15	DOC
1	\$26,391	\$27,070	\$28,430	\$29,789	\$31,147	\$32,506	\$33,815	\$35,704
2	\$26,619	\$27,297	\$28,658	\$30,016	\$31,376	\$32,733	\$34,042	\$35,931
3	\$27,129	\$27,808	\$29,167	\$30,525	\$31,885	\$33,243	\$34,551	\$36,442
4	\$27,639	\$28,316	\$29,677	\$31,036	\$32,394	\$33,752	\$35,061	\$36,951
5	\$28,148	\$28,827	\$30,187	\$31,544	\$32,903	\$34,262	\$35,570	\$37,461
6	\$28,658	\$29,337	\$30,695	\$32,055	\$33,414	\$34,771	\$36,080	\$37,970
7	\$29,167	\$29,847	\$31,206	\$32,562	\$33,922	\$35,281	\$36,589	\$38,479
8	\$29,677	\$30,357	\$31,714	\$33,072	\$34,433	\$35,790	\$37,099	\$38,989
9	\$30,187	\$30,866	\$32,225	\$33,583	\$34,941	\$36,300	\$37,609	\$39,499
10	\$30,695	\$31,376	\$32,733	\$34,092	\$35,451	\$36,810	\$38,118	\$40,008
11	\$31,056	\$31,885	\$33,243	\$34,602	\$35,961	\$37,320	\$38,628	\$40,518
12	\$31,563	\$32,394	\$33,752	\$35,112	\$36,470	\$37,829	\$39,138	\$41,028
13	\$32,071	\$32,903	\$34,262	\$35,621	\$36,980	\$38,338	\$39,646	\$41,536
14	\$32,577	\$33,253	\$34,771	\$36,131	\$37,489	\$38,847	\$40,157	\$42,045
15	\$33,085	\$33,759	\$35,281	\$36,639	\$37,998	\$39,358	\$40,665	\$42,555
16	\$33,591	\$34,267	\$35,620	\$37,150	\$38,508	\$39,866	\$41,176	\$43,065
17	\$34,098	\$34,773	\$36,127	\$37,660	\$39,016	\$40,377	\$41,684	\$43,575
18	\$34,594	\$35,280	\$36,634	\$38,168	\$39,527	\$40,886	\$42,195	\$44,083
19	\$35,111	\$35,786	\$37,141	\$38,678	\$40,035	\$41,396	\$42,704	\$44,595
20	\$35,618	\$36,293	\$37,648	\$39,187	\$40,546	\$41,905	\$43,214	\$45,103

OFF SCHEDULE: 101% OF 2003-2004 CONTRACTED SALARY

TOPEKA PUBLIC SCHOOLS, USD 501

NEA-Topoka November 4, 2003

ARTICLE 38  
FRINGE BENEFITS

Internal Revenue Code  
Section 125 Cafeteria Plan

The Board of Education shall establish for all eligible professional employees a fringe benefit program (hereinafter referred to as "Cafeteria Plan") pursuant to Section 125 of the Internal Revenue Code of 1986, as amended, and regulations issued thereunder:

A. Each professional employee performing the equivalent of fifty percent (50%) or more of a full-time position shall be eligible to participate in the Defined Health Insurance Cafeteria Plan. Professional employees who are hired to begin employment or who otherwise become eligible for benefits for the 2001-2002 school year or thereafter, will receive coverage of the defined Health and Dental Insurance Plan (previously referenced as "high option") adopted by the Board. The District contribution towards said plan will be \$365.00 per month.

~~Employees may decline the health insurance but will receive no fringe cash. In the event the monthly premium under the new plan drops below \$316.38, the employee will receive no fringe cash. Employees receiving the \$166.68 fringe cash option, in lieu of insurance, prior to October 1, 2001, will receive no further fringe cash after October 1, 2001. These employees may continue to decline the health insurance.~~

Professional employees retiring pursuant to Article 40 prior to October 1, 2001, shall be entitled to retirement pay in accordance with Article 40 and the amount of \$166.68 monthly until age 65, which may be taken as fringe cash if the retiree was taking the fringe cash option prior to October 1, 2001.

Professional employees retiring pursuant to Article 40 or who have retired and are not taking the fringe cash option shall be entitled to retirement pay in accordance with Article 40, and the District will pay the new defined Health and Dental Insurance Plan premium in the amount of \$316.38 365.00 until age 65. Should a retiree ever decline the health insurance, they will receive no cash. Should premiums decrease below \$316.38 365.00, a retiree will not be paid the difference as fringe

*Handwritten notes:*  
10/28/04  
11/2/04  
JK

cash. Should premiums increase for health insurance under the new plan after an individual has retired, the retiree will receive the same payment as provided all active employees, which may or may not require a contribution from the retiree.

B. Each professional employee may elect to execute a "salary reduction and qualified benefit election agreement" (Election) with the Board of Education. Employee contributions under such an Election shall be designated by the employee for the purchase of a qualified benefit or benefits from the following Board of Education approved plans:

- 1. Health and hospital insurance.
- 2. Catastrophic illness insurance.
- 3. Up to \$60,000 of additional group term life insurance.
- 4. Dependent life insurance.
- 5. Salary protection insurance which qualifies as accident and health insurance under I.R.C. Section 105.

Professional employees wishing to participate in the Cafeteria Plan shall complete a "salary reduction and qualified benefit election" agreement approved by the Board of Education, and shall submit same to the School District's Business Office on or between August 1 through August 31 of each year. The Election form shall be provided by the Board of Education; however, it shall be solely the professional employee's responsibility to complete the Election form and submit same to the Business Office on or before the prescribed date(s). Each professional employee agrees to hold the Board of Education and USD No. 501 harmless from any failure on his or her part to submit an Election form in a timely fashion. Election forms will be available at each school building and the School District administration building after August 1.

Once executed and submitted to the business office, a salary reduction and qualified benefit election agreement shall be irrevocable for the relevant Plan Year. However, any Election may be revoked and a new Election executed if both the revocation and new Election are on account

of and consistent with a change in family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, and termination of employment of spouse), or as otherwise provided by I.R.C. Section 125 or regulations issued thereunder. Any other lawful changes must be requested for each subsequent Plan Year on or before August 31 as provided above.

Newly hired professional employees shall either execute or waive in writing a salary reduction and qualified benefit election agreement within thirty (30) calendar days following the date of their employment. The School District shall only make elected reductions to or deductions from compensation in payroll periods beginning after the receipt of an employee's executed Election form as provided above.

~~The Cafeteria Plan is expressly made subject to the technical requirements of I.R.C. Section 125 and regulations issued thereunder. If federal interpretation of such law or regulations adversely affect any rule or benefit of the Cafeteria Plan, such rule or benefit shall be modified and/or terminated as appropriate under the circumstances to comply with such interpretation, and the qualified benefit plan or plans offered under this Article shall, to the extent necessary, be amended for compliance. Should federal tax laws provide that the salary reduction permitted under this Article no longer operate to exclude the reduced portion of the salary from the professional employee's taxable income so that the salary reduction amount is subject to income tax, federal security taxes, federal unemployment taxes, or, in the event any other benefit or provision under this Article is jeopardized by virtue of the Election permissible under this Article, all Elections currently in force under this Article shall terminate and be deemed null and void, subject to any transitional rule relief granted under federal tax laws. Professional employees shall comply with all applicable directives and pronouncements of the Internal Revenue Service or other federal or state regulations, insofar as such directives, pronouncements or regulations affect participation in, maintenance, or administration of the Cafeteria Plan.~~

~~The Board of Education reserves the right to draft and implement all necessary documentation concerning the Cafeteria Plan, including the Plan document. Copies of all such documentation shall be provided to the Association forthwith. The management and administration of the~~

~~Cafeteria Plan shall be under the sole direction and control of the Board of Education, subject to the provisions and restrictions of this Article. The Board of Education reserves the right to terminate the Cafeteria Plan if the Plan, or any part thereof, is found to be unlawful under any applicable law or regulation. In the event of such a termination, the Board shall notify the Association immediately, and the parties shall commence negotiations to implement a successor fringe benefit program of equivalent value.~~

~~The Board of Education may withhold such amounts of professional employee's compensation as may be necessary, in the opinion of the Board, pursuant to state and federal law to the extent such laws may require withholding of Social Security taxes and/or employee contributions to a state retirement fund. Should the Board of Education determine to have the Cafeteria Plan administered by a third party or entity, each professional employee shall be responsible for any fees charged for administration of a qualified benefit plan in which such professional employee participates.~~

The Board of Education shall select the provider for each of the qualified benefits offered under the Cafeteria Plan.

The District will allow Flexible Spending Accounts under Section 125 to include all reimbursables allowed by the IRS.