

**Formal Agreement  
For  
School Year 2022-2023**

**Between**

**The Junction City Education Association**

**And**

**The Geary County Schools USD #475 Board of Education**

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## Agreement

**THIS AGREEMENT** made and entered into as of July 1, 2022, by and between the **BOARD OF EDUCATION, Geary County Unified Schools, District No. 475** (hereinafter referred to as the “**BOARD**”) and the **JUNCTION CITY EDUCATION ASSOCIATION** (a professional employees’ organization, as defined in **KSA 72-2218**). This agreement is made for the one (1) year period, July 1, 2022, through June 30, 2023.

### Article I - Definitions

- A. **Association**: The Junction City Education Association (JCEA) is affiliated with Kansas National Association (KNEA) and the National Education Association (NEA).
- B. **Board**: The Board of Education of Unified School District No. 475, Geary County, Kansas.
- C. **District**: Geary County Unified School District No. 475.
- D. **Employer**: The Board of Education
- E. **Teacher**: All personnel employed by the Board in a position that requires a license or certificate issued by the State Board of Education (other than administrative employees), including all full and part-time Classroom Teachers, Special Education teachers, English Language Learner teachers, Counselors, Social Workers, Nurses, School Psychologists, Library Media Specialists, Speech and Language-Pathologists, Physical Therapists, Instructional Coaches, English Language Learner Specialist, Title I Curriculum Specialist, and Parents as Teachers. The term “teacher” does not include substitute teachers. The Director of Personnel services will notify the President of the Association of any additions to this list. All licensed-staff and non-administrators on a teacher contract will be referred to as “teacher.”
- F. **Day**: Except when otherwise indicated, days shall mean contractual days, not calendar days.
- G. **Employee**: The terms “employee” and “teacher” may be used interchangeably.
- H. **Part-Time Teacher**: Licensed staff who work less than 30 hours per week.
- I. **Additional Duty**: A necessary task outside the regular classroom teaching responsibility, such as, but not limited to bus, hall, assemblies, cafeteria, etc.
- J. **Administrator/Primary Evaluator in Evaluation**: A licensed administrator assigned to the evaluatee. An Instructional Coach is not an evaluator. Evidence obtained from the Instructional Coach can be used by the evaluatee as evidence but not shared directly with the evaluator (administrator).
- K. **USD 475 Teacher Appraisal Supervision Committee (TASC)**: The TASC will remain in place to ensure the tool’s fidelity and recommend appropriate changes as required. The committee will be comprised of four (4) teachers and four (4) administrative representatives. It is recommended that one (1) teacher representative be the JCEA President, and one (1) administrative representative be the Executive Director of Personnel Services. It is recommended that the committee be co-chaired by a representative from JCEA and an administrator.
- L. **Self-Directed Professional Development**: The given time after professional development used to create or prepare learning opportunities based on the professional development.
- M. **Collaborative planning**: Collaborative planning is defined as when teachers consult with one another to plan together for student progress, for improved delivery of instruction, or to develop curriculum related to their teaching assignment.
- N. **Short Notice of Change**: A short notice change in assignment is a change of assigned content or change of location outside of a teacher’s current building on less than 45 calendar days’ notice.

## Article II – General Provisions

- A. **Amendment of Agreement:** This agreement may be altered, changed, added to, deleted from, or modified, only through voluntary, mutual consent of the parties in writing signed and ratified amendment to this agreement. In addition, between formal negotiations sessions, this agreement may be altered, changed, added to, deleted from, or modified at any time in the same manner as this agreement.
1. The Board and Association may agree to reopen negotiations and permit amendments to appropriate sections of this agreement whenever State and Federal funds over and above or reduced from those previously anticipated for the current budget year have been appropriated.
  2. The Board shall inform the Association within five (5) days of its notification of the amounts to be received in such subsequent State or Federal appropriations.
- B. **Maintenance of Standards:** Changes in the board policy will not affect this agreement. If a new negotiated agreement has not been ratified for successive year(s), the terms of this agreement will remain in effect until such ratification can take place. In the event that any clause or provision of this agreement should be inconsistent with or be superseded by any statutory provision or regulation imposed by the Federal Government, the State of Kansas, or any appropriate agency thereof, teacher protections will revert back to the clause in the most recent prior negotiated agreements that most closely meets (but does not exceed) the statutory regulations. Except as provided for in the paragraphs above, no terms of this negotiated agreement can be altered.
- C. **Savings Clause:** In the event that any clause or provision of this agreement should be inconsistent with or be superseded by any statutory provision or regulation imposed by the Federal Government, the State of Kansas, or any appropriate agency thereof, such clause or provision shall be null and void. The parties shall reopen negotiations as soon as practical to replace any provision found contrary to law. Subject to the foregoing, this agreement shall be binding upon the parties and in full force and effect, after ratification by the negotiating unit and the Board as provided by law.
- D. **Successor Agreement:** This agreement is made for a period of one year. Proposals for amendments, additions, or deletions with respect to such items are submitted on or before March 31, 2023.

## Article III – Professional Day

- A. **Student Contact Days:** The teacher duty day on student contact days is 7 hours and 50 minutes at all levels. If an appointment or unforeseen circumstance arises where the teacher may need to adjust their duty start or end time, the teacher must communicate with their building administrator/designee to make arrangements, this is not intended for teachers to create an alternate duty start and end time through the school year. During the professional day, teachers are expected to be at their assigned place of duty. If it is necessary to be away from the place of duty, teachers must inform their supervisor/designee so that the teacher may be contacted in case of an emergency.
1. **Early Childhood:** Early childhood staff with two (2) sections of classes (am/pm) will arrive 10 minutes before morning session/student contact and be expected to stay 10 minutes after dismissal of students from the afternoon session. Early childhood staff with one section (full day) will arrive 20 minutes before student contact and remain 60 minutes after student dismissal.
  2. **Elementary:** Duty Day will begin 20 minutes before student contact time and end 15 minutes after student contact time. The expectation is that teacher instruction begins at the official start time.
  3. **Middle School:** Duty Day will begin 20 minutes before student contact time and end 20 minutes after student contact time.

4. **High School:** Duty Day will begin 30 minutes before student contact time and end 15 minutes after student contact time.
- B. **Professional Development/Work/Plan Days:** An equal number of designated duty days for staff development (or equivalent as described in this negotiated agreement) will be scheduled at all levels. The length of the day on Professional Development/Work/Plan days established on the District calendar shall be:
1. **Building Professional Development Days:** On Building Professional Development days six (6) hours of professional development, thirty (30) or sixty (60) minutes for lunch, and sixty (60) minutes of self-directed professional development at the end of the day. The lunch time will be determined by majority teacher vote. The start time will be 8AM.
  2. **District Professional Development Days:** On District Professional Development days the day will be determined by the District not to exceed eight (8) hours including a duty-free lunch. The start time will be 8AM.
  3. **Split Building/District Professional Development Days:** On a split Professional Development Day, split between the Building and the District, the day will be determined by the District not to exceed eight (8) hours including a duty-free lunch and thirty (30) minute self-directed professional development. The start time will be 8AM.
    - a. High school and middle school may use up to one (1) professional development day for late start days at the building level.
    - b. Four (4) late start days will substitute for one (1) professional development day.
    - c. On late start days, students will report to school 80 minutes later than the regular starting time.
    - d. High school and middle school classes will be in regular session on the day when the rest of the District is having professional development will observe the normal student contact day.
    - e. The professional development dates affected and specific dates for late start will be identified collaboratively by the school improvement teams at the high school and two middle schools with the approval of the principals. Those dates will be established no later than two weeks before the end of the prior school year.
  4. **Work/Plan Days:** On Work/Plan days the day will be six (6) hours, one (1) hour of flexible plan and teachers shall have a sixty (60) minute duty-free lunch. No meetings will be held; this should not be interpreted in such a way as to prevent teachers from voluntarily collaborating with each other.
    - a. The Flexible hours shall be between 6AM and 6PM if they take place in the building.
    - b. Each year the building leadership team will determine the date of a full designated Teacher workday in August.
- C. **Extended contract days** will be designated immediately before or after the contract year. The days need not be equally split but will best meet the needs of the students. These days will be arranged by mutual consent of the teacher and the administrator.
1. The day is the same length as a student contact day, seven (7) hours and fifty (50) minutes with a sixty (60) minute duty free lunch.
  2. Teachers may schedule an equal number of hours for the extended contract as long as the hours worked in a single day do not exceed ten (10) hours.

**D. End of the Duty Day:**

1. On the last student attendance day of each week, except for the last day of school, the duty day shall end at the same time as student classroom instruction provided the teacher's area is secured and all assigned duties are completed.
2. On days preceding holidays and vacations, the duty day shall end at the same time as student classroom instruction, provided the teacher's area is secure, and all assigned duties are completed.
3. On the last teacher duty day of the school year, teachers may leave after their flexible time has been met provided that they have completed all checkout requirements, unless a full contact day has been deemed necessary.
4. In the case of an emergency, the teacher's area must be secure, and buses must have departed for the duty day to end.

**E. Work Beyond the Duty Day:**

1. Elementary music; elementary physical education; Middle School Music, Band, and Orchestra teachers, not covered by a supplemental salary, who are required to be present for performances under their direction and beyond the duty day will be compensated at a rate of \$22.00 per hour. The same teachers will voucher time beyond the duty day to plan and produce programs at \$22.00 an hour.
2. Teachers from any level who are required to attend IEP/504 meetings outside the duty day will be compensated at \$22.00 per hour.

**F. Parent Teacher Conferences/Orientation: Parent-teacher conferences will be held each semester**

1. Individual schools will determine the dates and times of their parent-teacher conferences to meet the needs of their families, by majority vote within the designated conference week. The schools will submit the dates and times of parent-teacher conferences and orientation to Teaching and Learning for approval.
2. The date of parent-teacher conferences and orientation sessions, and where applicable, the date of release times, will be established in the Spring of the prior year or no later than the first ten (10) days of the current school year, by majority building vote.
  - a. Early Childhood, Elementary, and Middle school conferences will be 12.50 hours per semester.
  - b. High School conferences will be 6.25 hours per semester.
3. Teachers who do not have classroom responsibilities or teach a regular class may elect, with permission from their administrator/supervisor, to serve an equivalent amount of time for parent teacher conferences. This time may be served immediately prior to the teacher's start date or outside of the duty day prior to parent teacher conference weeks.
  - a. For teachers whose home school is the high school, parent teacher conferences time shall not exceed 6.25 hours per semester.
  - b. For teachers whose home school is Early Childhood, Elementary or Middle School parent teacher conference time shall not exceed 12.50 hours per semester.
4. The Board may, however, at any time, change the manner of parent-teacher conferences, but only as to future conferences for which it has not previously given its approval.
5. Upon the written request of either party, a joint committee of teachers and administrators shall be appointed by the Superintendent and/or designee to revise guidelines for the implementation of conference scheduling and parent orientation.

6. Orientation session hours shall not exceed 7 hours.
7. Compensation for this time (parent-teacher conferences and parent orientation) will be accomplished by releasing the faculty for an equal amount of time on days designated on the calendar as parent-teacher conference day or parent teacher compensation day, providing students are not in session.

G. **Additional Work Within the Duty Day (Building):**

1. In emergency conditions or whenever a substitute is not available, whether it be a partial or full class, the teacher at all levels will receive \$22.00 per hour for up to one and one half (1 ½) hours. If coverage exceeds one and one half (1 ½) hours, the teacher shall receive half a day substitute pay. When class combining exceeds half day (3 ½ hours), the teacher shall receive the substitute full day pay.
2. Special Education teachers who are required to leave their regular assignment to substitute will be compensated for any missed plan time and any legally required services that are compensatory during subsequent plan times and are completed within two weeks of the original missed services.
3. The supervisor may require licensed staff to perform additional duties as may be assigned within the duty day on a rotating basis.

H. **Meetings**

1. The supervisor may require licensed staff to attend one meeting per week for 45 minutes outside of student contact time.
    - a. Morning meetings will end 15 minutes before student contact time.
    - b. After-school meetings will begin 15 minutes after the student contact time.
    - c. The Supervisor may extend one (1) meeting per month for an additional 15 minutes with one week's notice to staff.
  2. All other meetings outside of the duty day shall be compensated at \$22.00 per hour with fractions of hours to be prorated to the nearest one-fourth hour.
  3. Teachers shall be provided at least 24 hours' notice of days on which they will be required to attend a meeting that will be held outside student contact time.
  4. Compensation for attendance at District professional development/meetings will begin when the program begins, or the duty day ends.
  5. During elementary planning days no meetings will be held, except that teacher may require attendance at meetings during the planning time to collaborate with the consent of two-thirds (2/3) or more of the teachers affected losing their planning time in the designated group. The previous sentence shall not be interpreted in such a way as to prevent teachers from consulting with each other.
  6. School Improvement Team Chairs, Team Leaders, and Department Chairs may require attendance at meetings during planning time or anytime during the duty day to collaborate with consent of two-thirds (2/3) or more of the teachers in the designated group.
  7. Except in the case of an emergency or within the provisions described in the paragraphs above, no mandatory meeting will be called by principals during teacher planning time.
- I. **IEP Meeting:** An IEP is a legally required meeting set at a time of parents' convenience. General education classroom teachers are required to attend, and it is considered part of their classroom duties. Parents may require more than one general education teacher or specific general education teacher(s)

at their discretion. All IEP's that occur beyond the duty day shall be paid at \$22.00 per hour for all teachers.

- J. **Lunch Period Duties**: The Board agrees to provide at least thirty (30) minutes of consecutive time at the early childhood and secondary levels and forty (40) minutes at the elementary level, generally coincident with but not necessarily equal to the student lunch period, including recess time, free of assigned duties each day for instructional teachers, except for deviation in case of an emergency as determined by the building principal. This time shall not be used for meetings or parent-teacher conferences without the consent of the teacher. Similarly, non-instructional teachers will be provided at least thirty (30) minutes of consecutive time at the early childhood and secondary levels and forty (40) minutes at the elementary level, free of assigned duties, the time to be scheduled by the building principal or appropriate administrator.
- K. **Planning Time**: Planning time is part of the professional day at all levels. Teachers are encouraged to plan collaboratively during designated plan time. Principals may designate time and focus for collaborative planning within the guidelines of the negotiated agreement. Teachers may agree to participate in collaborative planning whenever time is available beyond that. This does not preclude administrators from attending collaborative planning.
1. **Early Childhood** shall be provided no less than 60 minutes of planning time each day.
    - a. The Early Childhood Coordinator/or the principal may designate the time and focus, which will not exceed 45 minutes of collaborative plan one (1) day per week during weeks of four (4) or five (5) student contact days. Upon completion of teamwork the teacher may use the remainder of the time for individual plan. This does not include weeks with designated professional development days.
    - b. Teachers will be able to determine if collaboration occurs at the beginning or end of plan time by a 2/3 majority of the collaboration group.
    - c. Early Childhood planning time will also be scheduled using six (6), six (6) hour planning days.
  2. **Elementary** shall be provided within the student contact day no less than 60 minutes of planning time each day. Teachers whose classes are scheduled to cover plan periods are guaranteed a minimum of 300 minutes of plan a week.
    - a. Principals may designate the time and focus, which will not exceed 45 minutes of collaborative plan one (1) day per week during weeks of four (4) or five (5) student contact days. Upon completion of teamwork the teacher may use the remainder of the time for individual plan. This does not include weeks with designated professional development days.
    - b. Teachers will be able to determine if collaboration occurs at the beginning or end of plan time by a 2/3 majority of the collaboration group.
    - c. Elementary planning time will also be scheduled using six (6), six (6) hour planning days.
  3. **Middle School** shall be provided no less than 90 minutes of planning each day. In a four (4) or five (5) day work week, a team will have three (3) team or content meetings. On weeks of three (3) days or less there will be two (2) team or content meetings. This does not discourage teams to not collaborate. Upon completion of team/content work, the teacher may use the remainder of the time for individual plan. Teams can require the attendance of all team members at one (1) additional team/content meeting per week if half of the teachers agree.
  4. **High School**: shall be provided no less than 80 minutes of plan each day. On any given day, but no more than ten (10) days per school year, the principal may designate a portion of the existing plan time for teachers to be used for school improvement activities, provided that no teacher will

be required to lose more than one half the regular allotted planning time. This schedule change may be implemented on short notice for activities critical or essential for school improvement.

- L. **Flexible Professional Development**: One professional development day will be a flexible professional development day. Teachers are responsible for completing the District required trainings (i.e., training videos, etc.) as their flexible professional development. The time allotted for training should not exceed six (6) hours of training time plus one (1) hour of self-directed professional development and be completed by the District's required deadline.
- M. **Professional Development-Non KSDE Licensed Staff**: Non-KSDE licensed staff (i.e., School Social Worker, Nurses and Speech Language Pathologist) may develop a professional development activity plan that meets the needs of their licensing requirements and Continuing Education Units (CEU) presented to their department/supervisor and be approved by the Professional Development Council.

## **Article IV – Grievance Procedure**

### **A. Definitions:**

1. A **grievance** means an alleged violation of a specific article or section of this agreement.
2. A **grievant** shall mean a person or persons with an alleged grievance under this assignment. The grievant may choose to be accompanied by not more than five persons, unless a larger number of persons is agreeable to both parties, who may speak on behalf of the grievant if requested to do so, at any step of the following procedure.
3. **Federal Mediation and Conciliation Services** is an Agency that provides help to build better relationships through problem-solving and constructive responses to inevitable conflict. The Agency concentrates its efforts on assisting employers and employees in coping with the demands of a rapidly changing workplace.

### **B. Miscellaneous Provisions**

1. The purpose of the process is to quickly settle any alleged violations of the agreement. Therefore, the days listed above are considered the maximum time allowed. Time limits may be extended by mutual agreement.
2. If the school year ends prior to the settling of the grievance, then the days shall be those days when the District office is open for business.
3. Failure of the administrator/supervisor to present a written decision within the time allotted at Level One will advance the grievance to the next level.
4. Grievances may be filed at the level appropriate for the requested remedy, but only with prior approval of the Superintendent or their designee. If an issue has already been discussed by all involved, the procedure may begin with Level Three with the Superintendent's permission.
5. No reprisals of any kind will be taken by any person or entity against any participants in the grievance procedure by reason of such participation. The burden of establishing reprisals shall be on the person alleging that such has occurred.
6. The employee may be represented in all stages of the grievance procedure by themselves or, by a person of their own choosing. If an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

- C. **Procedure**: Any teacher may present a grievance. Decisions must be made consistent with the terms of this agreement.

1. **Level One**

- a. All teacher grievances of any kind will be discussed initially with the immediately involved administrator or supervisor. If such discussion does not satisfactorily resolve the matter, and the teacher feels that he or she has a grievance under the terms of this agreement as above provided and desires to formally present such grievance for consideration, he or she may do so.

2. **Level Two**

- a. Within twenty (20) days of the time an alleged incident constituting a grievance occurs, or the time when a teacher first becomes aware of the claimed grievance (or reasonably should have been aware of the claimed grievance) the grievant may present their grievance in writing on the grievance report form signed by the grievant and delivered in person to the immediately involved administrator or supervisor. If not filed with the building administrator, the building administration must be notified. A copy thereof shall also be delivered by the teacher to the Superintendent and the JCEA President.
- b. The “statement of grievance” shall name the grievant involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provisions of this agreement alleged to have been violated, shall state the contention of the employee with respect to the provisions, and shall include a description of the remedy sought.
- c. Within ten (10) days after receiving the statement of grievance, the administrator or supervisor shall communicate their answer in writing to the grievant, with a copy to the Superintendent.

3. **Level Three**

- a. If the grievance is not resolved at Level Two within eight (8) days, the grievant may submit to the Superintendent the original grievance form signed by the grievant, and a request for continuing the grievance procedure. No changes or modifications of the original grievance report form will be permitted.
- b. The Superintendent or designee shall give an answer in writing no later than ten (10) days after receipt of the written grievance.

4. **Level Four**

- a. Within ten (10) days after the delivery of the decision of the Superintendent to the grievant, a formal request for Federal Mediation and Conciliation Service (FMCS) can be requested. Labor or management can contact the FMCS Director of Mediation Services or a federal mediator in their area to discuss the type of assistance the FMCS can provide and to make a formal request for grievance mediation. The formal written request shall be made jointly by labor and management (JCEA President and Superintendent) by contacting FMCS and following the procedures mandated accordingly through FMCS. A formal written request should provide a very brief description of the issues and the geographic location of the parties. The FMCS reserves the right to decide whether or not it will offer its services. Filing a request with the FMCS does not commit the Agency to offer services. All involved parties must sign the FMCS Grievance Mediation Agreement before a grievance mediation can begin.
- b. Notification from FMCS will be provided after receipt of the appeal request. The FMCS will hold a closed mediation process on the grievance to help each party reach a mutually acceptable resolution of the grievance by identifying the underlying interest of labor and management and exploring potential avenues of settlement.

- c. After the mediation process, the FMCS mediator shall provide its advisory resolution. A transcriber shall be present, for recording purposes, to provide a detailed report to the grievant, the administrator/supervisor, the Association President and the Superintendent, labor and management will provide a detailed transcript of the mutually acceptable resolution. If both parties cannot come to a mutual decision, the grievant shall proceed to Level 5.

5. **Level Five**

- a. Within ten (10) days of the FMCS report, the grievant may request a hearing with the Board of Education.
- b. If the appeal is received by the Superintendent on behalf of the Board of Education at least ten (10) days before its next regularly scheduled meeting, the Board of Education shall hear the appeal at its next regularly scheduled meeting. If filed less than ten (10) days before the next regularly scheduled meeting, the Board of Education will hear the appeal at its subsequent regularly scheduled meeting, unless the president shall call a prior special meeting of the Board for this purpose. An appeal hearing before the Board of Education will be in executive session between the individual teacher or teachers and the Board of Education. The Board of Education shall consider the teacher's complaint, the written decision of the principal or immediate supervisor and the Superintendent, any relevant evidence or oral arguments that either party desires to present, and the advisory process that was implemented through FMCS. The parties will then be excused, including the Superintendent when the Board considers the matter, unless all of the parties are recalled to elicit additional information. The grievant, however, may not present any allegation or complaint that was not presented in the preceding steps. Neither party shall withhold information, which is pertinent to the grievance. Proposed motions for Board action shall not be submitted to the Board by the administration unless they are submitted in the alternative.
- c. Within ten (10) days after the hearing, the Board shall communicate its decision in writing to the grievant, giving the reasons for the decision.
- d. The decision of the Board shall be final.

**Article V – Leaves**

A. **Leaves and Resignations**

- 1. Leave time as follows:
  - a. Teachers in their 1<sup>st</sup> through 6<sup>th</sup> year are granted leave in the amount of ten (10) days per year by the District.
  - b. Teachers in their 7<sup>th</sup> through 14<sup>th</sup> year are granted leave in the amount of eleven (11) days per year by the District.
  - c. Teachers in their 15<sup>th</sup> through 21<sup>st</sup> year are granted leave in the amount of twelve (12) days per year by the District.
  - d. Teachers in their 22<sup>nd</sup> year and beyond are granted thirteen (13) days per year by the District.
- 2. A teacher serving their first year in the District and who resigns before the end of the contract year shall be granted this leave equal to one (1) day for each 19.2 days worked not to exceed ten (10) total leave days. Any absence charged to this leave in excess of that permitted thereunder shall be deducted from the final salary payment to be received by the teacher.

3. Except in the case of personal illness or illness of an immediate family member, leave may not be used by any teacher for days following the last day the teacher is actually present for work in the District assignment.
  4. Unused leave is not intended to be used as a severance benefit for the employee whose resignation is accepted before the end of the contract year.
  5. Leave benefits may be used for personal illness or injury of the employee.
    - a. This leave shall also apply in cases related to maternity and adoption.
    - b. It is also available in the case of illness, injury or death of the employee's immediate family (immediate family means husband, wife, parents, stepparents, children, grandparents, grandparents of a spouse, grandchildren, brother, sister, parent-in-law, brother-in-law, or sister-in-law; other more remote relatives may be included if approved in advance by the Superintendent).
    - c. An employee may also use leave to attend funerals of either family or friends.
  6. Leave benefits may be used for personal business, which out of necessity falls within the school day, without deduction from pay within the limits described below:
    - a. Reasonable notice, within four (4) days of needing to take leave, shall be given to the principal or immediate supervisor before taking the leave in the case when it is possible to do so. The principal or immediate supervisor will grant leave, if possible, within forty-eight (48) hours.
    - b. The reason for the leave request need not be given.
    - c. If it is not possible to obtain a substitute teacher, or if the requested leave conflicts with the building or a District event that requires teacher attendance, the building principal and the teacher shall arrange to reschedule the leave. Disagreement between the principal and the teacher may be appealed to the Superintendent or designee.
    - d. Use of leave for personal business is discouraged during the first ten (10) teacher contract days, the last five (5) teacher contract days.
    - e. Use of leave for personal business may not be taken during state assessment testing days. The principal or immediate supervisor must approve any exceptions.
  7. A teacher who is absent and using leave may be required to submit documentation verifying the reason for the absence in the event of suspected abuse.
  8. Teachers receiving notice to serve on jury duty or who are required to appear in court due to subpoena must promptly notify their principal or immediate supervisor. Leave and pay will not be deducted for such time as they are actually required to serve or appear in court.
  9. If substitutes are available when administrative approval is granted, teachers may schedule two secured personal business days, which may not be canceled except under unforeseeable emergency conditions.
  10. For activities that require travel approval, the teacher will request leave in Frontline – Absence Management as part of the travel request process.
- B. **Workers Compensation Leave:** Teachers who are injured on the job as a result of an incident involving student safety or physical assault by a student and are absent from work due to doctor restrictions shall receive additional paid leave as follows:
1. If the absence is nine (9) days or less, the teacher shall receive additional paid leave for each day of absence since no workman's compensation would be payable.

2. If the absence is for ten (10) but less than fifteen (15) days, the teacher shall receive up to five (5) additional days of paid leave since workman's compensation would not pay for five (5) days.
3. If the absence is for fifteen (15) days or more, the teacher shall not receive any additional days of paid leave since workman's compensation would pay for all days.

**C. Professional Leave**

1. Teachers working on an advanced degree will be granted two (2) total professional days which may be used for observations aligned to their program of study, oral/written comprehensive exams, or to attend their graduation.
2. Teachers may use up to three (3) days of professional leave to finalize paperwork for National Board Certification or for renewal of National Board Certification.

**D. Supplemental Leave**

1. Supplemental leave will be granted as follows:
  - a. Teachers in their 1<sup>st</sup> through 6<sup>th</sup> years in the District receive four (4) supplemental days.
  - b. Teachers in their 7<sup>th</sup> through 14<sup>th</sup> years in the District receive (3) supplemental days.
  - c. Teachers in their 15<sup>th</sup> through 21<sup>st</sup> years in the District receive (2) supplemental days.
  - d. Teachers in their 22<sup>nd</sup> above years in the District receive (2) supplemental days.
2. The supplemental leave days may be used only with the approval of the principal and the Superintendent or designee.
3. In the event a teacher has exhausted the available leave days, the supplemental leave shall be available with no deduction in pay and may be used for any of the following:
  - a. Maternity or adoption.
  - b. Illness, injury or death of the employee's immediate family (immediate family means husband, wife, parents, stepparents, children, grandparents, grandparents of a spouse, grandchildren, brother, sister, parent-in-law, brother-in-law, or sister-in-law; other more remote relatives may be included if approved in advance by the Superintendent or designee).
  - c. To attend the funeral of either family or friends.
4. Supplemental leave days do not accumulate, nor are useable as credit toward early retirement benefits, nor are they reimbursable under the provisions of F of this Article.
5. Teachers with 15 years or more in the District will have one (1) supplemental day credited towards either early retirement or retirement at the end of the year.
6. The District will set aside not more than \$38,500 and maintain a bank of at least 150 days as a Catastrophic Leave Bank. It will be administered by the Catastrophic Leave Bank committee as outlined in the Catastrophic Leave Bank Guidelines. (See attached Appendix A).

**E. Change in Status**

1. Accumulated days of leave earned while a full-time teacher shall entitle the teacher to a proportionately increased number of partial days of leave upon a change in status to a part-time teacher.
2. Accumulated part-time days of leave earned while a part-time teacher shall only entitle the teacher to a proportionate number of full days of leave upon a change in status to a full-time teacher.

**F. Accumulation of Leave and Reimbursement**

1. Any unused leave will be credited to the teacher's useable accumulated leave up to a maximum of fifty (50) days. Additional unused accumulated leave days beyond the maximum of fifty (50) days but not to exceed one hundred eighty (180) days, shall apply toward early retirement benefits as described in Section G. of this Article, or if useable accumulated leave has been exhausted, these days may be used to replenish useable accumulated leave up to a maximum of 10 annually. Written notification to the Superintendent is required.
2. Useable accumulated leave without a deduction in pay is available only for personal illness, death of a member of the immediate family, or illness of a member of the immediate family when a statement from a licensed/certified health care provider indicates the circumstances require the teacher's presence.
  - a. Except for personal leave, useable accumulated leave may be used for any other purposes described in Section A, subsection 5.
  - b. Use of personal leave in excess of available leave or unless approved in Section D, will not be granted. Any such absences will result in a deduction in the teacher's pay equal to the full salary for the period of absence.

**G. Early Retirement Benefits**

1. Leave may accumulate to a maximum of one hundred eighty (180) days only for the purpose of calculating the early retirement benefits. Accumulation in excess of fifty (50) days is not available as paid leave, except on a limited basis as described above in Section A, subsection 5 of this article, but is used to determine a teacher's eligibility for early retirement and to calculate the annual benefit.
2. To qualify for early retirement benefits from the District, all of the following conditions must be met:
  - a. A minimum of fifteen (15) years of continuous full-time District employment.
  - b. At least sixty (60) days of accumulated leave (total both useable and unusable).
  - c. A completed application for early retirement has been received by the Superintendent by May 10<sup>th</sup>.
  - d. Eligibility ends when the retiree reaches Medicare Eligibility age.
  - e. No payment under this program shall be made prior to retirement under the provisions of the Kansas Public Employees Retirement system.
3. Early retirement benefits shall be payable for a maximum of five (5) years. They shall terminate upon the death of the early retiree or when the retiree reaches Medicare Eligibility age (whichever occurs first). The benefit shall be calculated as follows:
  - a. If the total accumulated leave days are in the range of 61-100, then Board will continue to contribute the amount currently paid to certified/licensed employees per month toward the health insurance premium for employees who chose to remain in the Districts' health insurance group plus \$25 per day for each day of leave above 60.
  - b. For each additional day of total accumulated leave in the range of 101-150, the retiring employee's annual benefit will increase to \$50.
  - c. For each additional day of total accumulated leave in the range of 151-180, the retiring employee's annual benefit will increase to \$75.

4. Requests for a waiver of any of the qualifications of early retirement benefits, including accumulated leave, fifteen (15) years of continuous full-time District employment, or an application for early retirement not received by May 10<sup>th</sup> will be considered by the *Review Committee*. The *Review Committee* will consist of three members: one (1) administrator appointed by the Superintendent and two (2) teachers who are JCEA members. The *Review Committee* will forward its recommendation(s) to the Superintendent who has the final discretion to waive requirements for Early Retirement Benefits. Committee members shall maintain confidentiality regarding any discussion of requests.

#### H. **Retirement Benefits**

1. Leave may accumulate to a maximum of one hundred eighty (180) days only for the purpose of calculating the retirement benefit. Accumulation in excess of fifty (50) days is not available as paid leave but is used to determine a teacher's eligibility for the retirement benefit.
2. To qualify for retirement benefits from the District all of the following conditions must be met:
  - a. A minimum of fifteen (15) years of continuous full-time District employment.
  - b. At least sixty (60) days of accumulated leave (total of both useable and unusable).
  - c. A completed application for retirement has been received by the Superintendent by May 10<sup>th</sup>.
  - d. No payment under this program shall be made prior to retirement under the provisions of the Kansas Public Employees Retirement system.
3. Retirement benefits shall be a one-time payment made with the retiree's final District check. This payment is taxable. The benefit shall be calculated as follows.
  - a. If the total accumulated leave days are in the range of 61-100, then the Board will contribute \$25 per day for each day of leave above 60.
  - b. For each additional day of total accumulated leave in the range of 101-150, the retiring employee's benefit will increase to \$50.
  - c. For each additional day of total accumulated leave in the range of 151-180, the retiring employee's annual benefit will increase to \$75.
4. Requests for a waiver of the fifteen (15) years of continuous full-time District employment or an application not received by May 10<sup>th</sup> will be considered by the *Review Committee*. The *Review Committee* will consist of three members: one (1) administrator appointed by the Superintendent and two (2) teachers who are JCEA members. The *Review Committee* will forward its recommendation(s) to the Superintendent, who has the final discretion to waive requirements for Early Retirement Benefits. Committee members shall maintain confidentiality regarding any discussion of requests.

#### I. **Study Leave**

1. A teacher may, upon written application, be granted a leave of absence without pay or fringe benefits for pursuing studies related to professional growth and improvement.
2. Such leave of absence may be granted at the will of the Board upon the recommendation of the Superintendent or designee.
3. A teacher may participate in the school group health insurance plan through COBRA.
4. When the employee returns from the leave of absence, they shall retain the following re-employment rights held by them before such leave was granted.

- a. The salary increments to which they were entitled when they left their position plus the amount his/her additional hours and other qualification would justify on the salary schedule at the time of their return.
  - b. Unused leave days and other leave benefits as held by said teacher at the start of the leave.
5. Re-employment during the school year shall be at the sole discretion of the Board and re-employment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified. The above provisions shall be applicable only where the teacher returns to the District directly upon completion of the studies for which the leave of absence was taken and without having accepted any intervening employment from another school District.

### **Article VI – Association Rights**

The following privileges will be granted to the Association by the Board of Education.

- A. **Dues Deduction**: The Board will provide dues deduction from the payroll for Association membership where authorized by the member. Deductions shall be for ten (10) equal amounts beginning in September. After an employee initially authorizes a payroll deduction of their dues, such authorization shall remain in effect until such time as payroll is notified in writing by the Association to discontinue the deduction, which notification shall state that the employee has advised the Association of the change being made. The authorization to withhold dues shall contain the agreement of the employee to indemnify and hold the District harmless from all loss, cost or expense as a result of any such withholding. The Association similarly agrees to indemnify and hold the District harmless.
- B. **Access to Building and Equipment**: School buildings and equipment may be used by the Association when not being used for school purposes and when teachers are not assigned to perform school duties. Permission and schedule for the usage of buildings and equipment will be obtained from the principal.
- C. **Communication**: The Association may use the school mailboxes and District e-mail to communicate with teachers.-The Association may use bulletin boards in the teacher’s lounge.
- D. **Association Leave**: The Board shall provide up to thirty-five (35) days to be used by officers or agents of the Association for activities of the Association.

### **Article VII – Fringe Benefits**

- A. **Fringe Benefit Plan**: The Board shall provide for fringe benefits through a flexible benefit plan under and in compliance with the provisions of Section 125 of the Internal Revenue Code, related statutory provisions, and applicable regulations. Any administrative costs for individual offerings within the Section 125 plan will be the responsibility of the employee choosing that option.
  - 1. For each teacher electing to participate in the group health insurance plan, the Board will provide a contribution proposed in the annual benefit handbook.
  - 2. Under no condition will the Board’s contribution toward a single, employee + 1 or family option exceed the cost of the premium for the lowest option for that respective coverage.
- B. **Salary Reduction and Elective Option**: The Board shall provide each teacher with the opportunity to execute a salary reduction agreement. Contributions under the salary reduction agreement shall be designated by the teacher for the purchase of a benefit or benefits from the following approved plans:
  - 1. Group Term Life Insurance up to \$50,000

2. Group Health Insurance
  3. Disability Income Insurance
  4. Cancer and Other Dread Diseases Insurance
  5. Dependent Care
  6. Medical Reimbursement
  7. Such other lawful components or options as may be approved by the Board from time to time.
- C. **Salary Reduction and Benefit Election Form**: Teachers wishing to participate in the Section 125 cafeteria plan shall complete a “salary reduction agreement and benefit election form” approved by the Board of Education and submit it to the required office on or before the date at the commencement of each school year designated by the Superintendent. The salary reduction agreement and benefit election forms shall be provided by the Board, but it shall be solely the teachers’ responsibility to complete the form and submit it to the office designated by the Superintendent on or before the prescribed date. Each teacher agrees to hold the District harmless from any failure on his or her part to submit the necessary form in a timely fashion. Once made, a salary reduction agreement and benefit election shall be irrevocable (except as specifically permitted by the Internal Revenue Code and regulations) for that particular contract year.
- D. **Administration of Section 125**: It is agreed that the teacher shall comply with all applicable directives of the Internal Revenue Service or other federal or state regulations, as amended, in administering and maintaining the Section 125 cafeteria plan. The Board reserves the right to draft and implement all necessary documentation in regard to the Section 125 cafeteria plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to modify or terminate the plan if it is found to be unlawful under any applicable law or regulation, or to modify or terminate this plan subsequent to the expiration of this agreement as and to the extent permitted by the Internal Revenue Code or the Plan.
- E. **Withholdings**: The Board may withhold such amounts of a teacher’s compensation hereunder as may be necessary in the opinion of the Board to comply with state and federal laws including social security and retirement.
- F. **Selection of Carriers**: The selection of carrier or carriers for each of the offered benefits shall be made by the Board.
- G. **Insurance Refunds/Rebates**: Any insurance refunds shall first be used to reduce the cost of future insurance premiums. If, for any reason, the District receives a cash refund for group health insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered an employee contribution. Any amount paid as a defined benefit shall be a Board contribution. The employees entitled to a distribution shall be those employees participating in the District plan in the year the refund is actually received by the District.

## Article VIII – Professional Compensation

### A. Salary Schedule for Teachers and Nurses

2022-2023 Salary Schedule									
Step #	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	EdPhD	PSSLPT
1	\$43,860	\$44,737	\$45,632	\$46,545	\$47,475	\$48,425	\$49,393	\$50,381	\$50,381
2	\$44,737	\$45,632	\$46,545	\$47,475	\$48,425	\$49,393	\$50,628	\$51,893	\$51,893
3	\$45,632	\$46,545	\$47,475	\$48,425	\$49,393	\$50,381	\$51,894	\$53,450	\$53,450
4	\$46,545	\$47,475	\$48,425	\$49,393	\$50,381	\$51,389	\$53,191	\$55,053	\$55,053
5	\$47,475	\$48,425	\$49,393	\$50,381	\$51,389	\$52,417	\$54,521	\$56,705	\$56,705
6	\$48,425	\$49,393	\$50,381	\$51,389	\$52,417	\$53,465	\$55,884	\$58,406	\$58,406
7	\$49,393	\$50,381	\$51,389	\$52,417	\$53,465	\$54,534	\$57,281	\$60,158	\$60,158
8	\$50,381	\$51,389	\$52,417	\$53,465	\$54,534	\$55,625	\$58,713	\$61,963	\$61,963
9	\$51,389	\$52,417	\$53,465	\$54,534	\$55,625	\$56,738	\$60,181	\$63,822	\$63,822
10	\$52,417	\$53,465	\$54,534	\$55,625	\$56,738	\$57,872	\$61,686	\$65,736	\$65,736
11	\$53,465	\$54,534	\$55,625	\$56,738	\$57,872	\$59,030	\$63,228	\$67,708	\$67,708
12		\$55,625	\$56,738	\$57,872	\$59,030	\$60,210	\$64,809	\$69,740	\$69,740
13			\$57,872	\$59,030	\$60,210	\$61,415	\$66,429	\$71,832	\$71,832
14			\$59,030	\$60,210	\$61,415	\$62,643	\$68,089	\$73,987	\$73,987
15			\$60,210	\$61,415	\$62,643	\$63,896	\$69,792	\$76,206	\$76,206

**Those currently in MA+15 Step 15 during the 2021-2022 Contract will move to \$64,740**

**Those currently in MA+30 Step 15 during the 2021-2022 Contract will move to \$68,165**

**Those currently in MA+45 Step 15 during the 2021-2022 Contract will move to \$70,719**

**Those currently in EdPhd or PSSLPT Step 15 during the 2021-2022 Contract will move to \$76,500**

### B. Placement and Movement on the Salary Schedule

1. The Superintendent with the approval of the Board will determine the initial placement.
2. Those with an RN classification will be placed on the BS schedule and those with a BSN will be placed on the MS schedule.
3. Current and new PSSLPT in this column will be placed according to specialty experience in both education and clinical work.
4. Not later than April 1 of the school year preceding the anticipated move, teaching staff shall notify the Executive Director of Personnel Services of their intent to move horizontally on the salary schedule. A form will be provided by the Executive Director of Personnel Services for intent to move horizontally. Any teacher who fails to notify the Executive Director of Personnel Services shall be ineligible to move horizontally during the next contract year.
5. For the Bachelor schedule (plus classifications), additional hours of 15 or 30, may be earned in any field, either graduate or undergraduate, but must be earned after the date of eligibility for a teaching certificate. The hours for nurses may be earned in any field, either graduate or undergraduate, that applies towards re-licensure as a nurse, or towards their employment in the school environment. However, any credits for nurses must be approved by the Professional Development Council.

6. For the MS + 15, MS+ 30, MS+ 45, or Doctorate (PhD/EdD) classification, credits must be earned after the highest earned degree conferred date and must specifically approved by the Superintendent/designee.
7. Horizontal salary tier classification adjustments will be made in September of each year, with the horizontal tier salary classification position for each teacher to be determined by Personnel Services based upon the information that has been submitted to the office by September 1st. Horizontal tier salary classification advancements will be based upon the following, to-wit:
  - (1) official transcripts of college hours from the college or university issuing the college hours;
  - (2) state approved professional development hours/plan, with the stipulation that if college hours are a component of the professional development plan/hours, then an official transcript from the college or university issuing the college hours must be submitted to the personnel office by September 1 of each year.
8. Subject to the provisions of paragraph one above, as a general rule teacher, newly employed in Geary County Unified Schools, will be placed on the salary schedule up to and including the fourteenth year, based on out-of-District service for the fifteenth school years preceding the year of employment but taking into account the compression of the salary schedule.
9. Credits for movement on the salary schedule shall include both college and state approved professional development hours earned while employed by Geary County Unified Schools. Only those professional development activities completed no later than July 31 and for which validations/evaluation forms are received in the office of the Executive Director of Personnel Services of at the Devin Center no later than July 31 may be applied to the movement on the salary schedule for the coming school year. In the case of KSDE Non-Licensed employees (i.e., nurses and social work) CEU credits and professional development hours must be approved by the Professional Development Council.
10. The Board grants a stipend to those who have been professionally employed for twenty years in Geary County Unified Schools. The stipend will be \$1,000 for twenty years of service in USD 475 and will be increased proportionately per year up to \$2,000 for thirty years of service in Geary County Unified Schools. The stipend will be paid one time – upon retirement of the employee from employment in USD 475 and will be subject to all state and federal taxes.

**SCHEDULE FOR CAREER STIPEND PAYMENTS**

20 years...\$1,000	24 years...\$1,400	28 years...\$1,800
21 years...\$1,100	25 years...\$1,500	29 years...\$1,900
22 years...\$1,200	26 years...\$1,600	30 years...\$2,000
23 years...\$1,300	27 years...\$1,700	

**C. Supplemental Salary Schedule**

<b>Junction City High School</b>								
<b>Supplemental salary base shall be \$41,000</b>								
<b>Athletics</b>								
41,000	Years 1-3		Years 4-6		Years 7-9		Years 10+	
<b>Baseball Head</b>	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970	18.00%	\$7,380
<b>Baseball (Asst.)</b>	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690	10.00%	\$4,100

<b>Basketball Head (M/F)</b>	20.00%	\$8,200	22.00%	\$9,020	24.00%	\$9,840	26.00%	\$10,660
<b>Basketball (Asst.) (M/F)</b>	10.00%	\$4,100	11.00%	\$4,510	12.00%	\$4,920	13.00%	\$5,330
<b>Bowling Head</b>	10.00%	\$4,100	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560
<b>Bowling (Asst.)</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	8.00%	\$3,280
<b>Cross Country Head</b>	11.00%	\$4,510	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970
<b>Cross Country (Asst.)</b>	7.00%	\$2,870	7.50%	\$3,075	8.00%	\$3,280	9.00%	\$3,690
<b>Football Head</b>	20.00%	\$8,200	22.00%	\$9,020	24.00%	\$9,840	26.00%	\$10,660
<b>Football: Assistant Head Coach/Offense-Defense</b>	11.00%	\$4,510	12%	\$4,920	13%	\$5,330	14.00%	\$5,740
<b>Football (Asst.)</b>	10.00%	\$4,100	11.00%	\$4,510	12.00%	\$4,920	13.00%	\$5,330
<b>Football: Equipment/ Operations Manager</b>	5.60%	\$2,296	6.50%	\$2,665	7.50%	\$3,075	8.50%	\$3,485
<b>Golf Head M/F</b>	10.00%	\$4,100	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560
<b>Golf (Asst.) M/F</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	8.00%	\$3,280
<b>Soccer Head M/F</b>	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970	19.00%	\$7,790
<b>Soccer (Asst.) M/F</b>	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690	10.00%	\$4,100
<b>Softball Head</b>	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970	19.00%	\$7,790
<b>Softball (Asst.)</b>	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690	10.00%	\$4,100
<b>Strength and Conditioning Coach Head (School &amp; Summer)</b>	11.00%	\$4,510	12.00%	\$4,920	13.00%	\$5,330	14.00%	\$5,740
<b>Strength and Conditioning Coach (Asst./School Year &amp; Summer)</b>	4.00%	\$1,640	5.00%	\$2,050	6.00%	\$2,460	7.00%	\$2,870
<b>Swimming Head M/F</b>	12.00%	\$4,920	14.00%	\$5,740	15.00%	\$6,150	17.00%	\$6,970
<b>Swimming (Asst.) M/F</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	8.00%	\$3,280
<b>Tennis Head M/F</b>	10.00%	\$4,100	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560
<b>Tennis (Asst.) M/F</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	8.00%	\$3,280
<b>Track Head</b>	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970	19.00%	\$7,790
<b>Track (Asst.)</b>	7.00%	\$2,870	7.50%	\$3,075	8.00%	\$3,280	9.00%	\$3,690
<b>Volleyball Head</b>	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560	18.00%	\$7,380
<b>Volleyball (Asst.)</b>	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690	10.00%	\$4,100
<b>Wrestling Head (M/F)</b>	20.00%	\$8,200	22.00%	\$9,020	24.00%	\$9,840	26.00%	\$10,660
<b>Wrestling (Asst. Head) M</b>	10.00%	\$4,100	11.00%	4,510	12.00%	\$4,920	13.00%	\$5,330
<b>Wrestling (Asst. Head) F</b>	10.00%	\$4,100	11.00%	4,510	12.00%	\$4,920	13.00%	\$5,330
<b>Wrestling (Asst.)</b>	9.00%	\$3,690	10.00%	\$4,100	11.00%	\$4,510	12.00%	\$4,920

**KSHSAA - ACTIVITIES**

	Years 1-3		Years 4-6		Years 7-9		Years 10+	
<b>Band Instructor Head</b>	20.00%	\$8,200	22.00%	\$9,020	24.00%	\$9,840	26.00%	\$10,660
<b>Band Instructor (Asst.)</b>	9.00%	\$3,690	9.50%	\$3,895	10.00%	\$4,100	11.00%	\$4,510
<b>Cheerleading Head</b>	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970	19.00%	\$7,790
<b>Cheerleading (Asst.)</b>	8.50%	\$3,485	9.00%	\$3,690	9.50%	\$3,895	10.00%	\$4,100
<b>Dance Team Head</b>	11.00%	\$4,510	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970
<b>Dance Team (Asst.)</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	8.00%	\$3,280
<b>Debate Head</b>	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560	18.00%	\$7,380
<b>Debate (Asst.)</b>	7.00%	\$2,870	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690
<b>Flag Team Sponsor</b>	5.00%	\$2,050	7.00%	\$2,870	9.00%	\$3,690	11.00%	\$4,510
<b>Forensics Head</b>	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560	18.00%	\$7,380
<b>Forensics (Asst.)</b>	7.00%	\$2,870	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690
<b>Kays</b>	3.50%	\$1,435	4.00%	\$1,640	4.50%	\$1,845	5.50%	\$2,255
<b>Kays Assistant</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>Scholar's Bowl Head</b>	7.00%	\$2,870	9.00%	\$3,690	11.00%	\$4,510	13.00%	\$5,330
<b>Scholar's Bowl (Asst.)</b>	4.00%	\$1,640	5.00%	\$2,050	6.00%	\$2,460	7.00%	\$2,870
<b>Student Council Sponsor</b>	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460	7.00%	\$2,870
<b>Vocal Music Director</b>	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560	18.00%	\$7,380
<b>Vocal Music Director (Asst.)</b>	9.00%	\$3,690	9.50%	\$3,895	10.00%	\$4,100	11.00%	\$4,510

### **Clubs - Curriculum**

	Years 1-3		Years 4-6		Years 7-9		Years 10+	
<b>Art Club</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>A/V Sponsor</b>	10.00%	\$4,100	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560
<b>Blue Jay Nation</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>Class Sponsor (Freshman)</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>Class Sponsor (Sophomore)</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>Class Sponsor (Junior)</b>	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460	7.00%	\$2,870
<b>Class Sponsor (Senior)</b>	4.00%	\$1,640	4.50%	\$1,845	5.00%	\$2,050	6.00%	\$2,460
<b>Concession Stand Coordinator</b>	9.00%	\$3,690	10.00%	\$4,100	11.00%	\$4,510	12.00%	\$4,920
<b>Digital Media Sponsor</b>	10.00%	\$4,100	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560
<b>Drama Coach</b>	12.00%	\$4,920	13.00%	\$5,330	15.00%	\$6,150	17.00%	\$6,970
<b>German Club</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>National Honor Society Head</b>	3.50%	\$1,435	4.00%	\$1,640	4.50%	\$1,845	5.50%	\$2,255
<b>National Honor Society (Asst.)</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845

<b>Orchestra</b>	10.00%	\$4,100	11.00%	\$4,510	13.00%	\$5,330	15.00%	\$6,150
<b>Project Graduation</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>Spanish Club</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845
<b>Student to Student</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.50%	\$1,845

**CTSO's**

	<b>Years 1-3</b>		<b>Years 4-6</b>		<b>Years 7-9</b>		<b>Years 10+</b>	
<b>Family, Career, &amp; Community Leaders of America - FCCLA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Future Business Leaders of America- FBLA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Future Educators of America - FEA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Future Farmers of American - FFA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Health Occupational Students of America - HOSA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Technology Student Association - TSA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Workskills USA</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460

**Musical Production Staff**

	<b>Years 1-3</b>		<b>Years 4-6</b>		<b>Years 7-9</b>		<b>Years 10+</b>	
<b>Musical Accompanist</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	7.50%	\$ 3,075
<b>Musical Assistant Music Director/Vocal</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	7.50%	\$ 3,075
<b>Musical Choreographer</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	7.50%	\$ 3,075
<b>Musical Costumer</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	7.50%	\$ 3,075
<b>Musical Stage Director</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	7.50%	\$ 3,075
<b>Musical Orchestra Conductor</b>	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870	7.50%	\$ 3,075

The following positions at the Senior High payment continues according to the 2013-14 agreement; payment of a stipend will cease when the currently employed teacher(s) vacate the contract.

<b>Komomantyns</b>		\$695
<b>MACESA</b>		\$900

**Middle School**

**Supplemental salary base shall be \$41,000**

**Athletics**

	<b>Years 1, 2, 3</b>		<b>Years 4,5,6</b>		<b>Years 7,8,9</b>		<b>Years 10+</b>	
<b>Athletic Director</b>	12.00%	\$4,920	14.00%	\$5,740	16.00%	\$6,560	18.00%	\$7,380

<b>Basketball Lead (M/F)</b>	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100	11.00%	\$4,510
<b>Basketball (Asst.) M/F</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Bowling Lead</b>	7.00%	\$2,870	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100
<b>Bowling (Asst.)</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Cross Country (Lead)</b>	7.00%	\$2,870	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100
<b>Cross Country (Asst.)</b>	5.00%	\$2,050	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870
<b>Football Lead</b>	9.00%	\$3,690	10.00%	\$4,100	11.00%	\$4,510	11.50%	\$4,715
<b>Football (Asst.)</b>	5.50%	\$2,255	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870
<b>Golf (Lead)</b>	4.00%	\$1,640	4.40%	\$1,804	5.20%	\$2,132	7.00%	\$2,870
<b>Golf (Asst.)</b>	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640	4.50%	\$1,845
<b>Tennis (Lead)</b>	7.00%	\$2,870	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100
<b>Tennis (Asst.)</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Track Lead</b>	7.00%	\$2,870	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100
<b>Track (Asst.)</b>	5.50%	\$2,255	6.00%	\$2,460	6.50%	\$2,665	7.00%	\$2,870
<b>Volleyball (Lead)</b>	7.00%	\$2,870	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100
<b>Volleyball (Asst.)</b>	4.50%	\$1,845	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460
<b>Wrestling (Lead)</b>	8.00%	\$3,280	8.50%	\$3,485	9.00%	\$3,690	10.00%	\$4,100
<b>Wrestling (Asst.)</b>	5.00%	\$2,050	5.50%	\$2,255	6.00%	\$2,460	6.50%	\$2,665

### KSHSAA Activities

	Years 1, 2, 3		Years 4,5,6		Years 7,8,9		Years 10+	
<b>Band Instructors (Lead) CM/FM</b>	7.00%	\$2,870	8.00%	\$3,280	9.00%	\$3,690	10.00%	\$4,100
<b>Kay Sponsor</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640
<b>Scholar's Bowl</b>	4.00%	\$1,640	5.00%	\$2,050	6.00%	\$2,460	7.00%	\$2,870
<b>Student Senate</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640

### Clubs-Curriculum

	Years 1, 2, 3		Years 4,5,6		Years 7,8,9		Years 10+	
<b>Gender and Sexuality Alliance (GSA) FRMS</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640
<b>NJHS</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640
<b>SADD</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640
<b>JCMS Yearbook</b>	2.50%	\$1,025	3.00%	\$1,230	3.50%	\$1,435	4.00%	\$1,640

### Elementary Schedule

	Years 1, 2, 3		Years 4,5,6		Years 7,8,9		Years 10+	
<b>Student Council</b>	1.50%	\$615	2.00%	\$820	2.50%	\$1,025	3.00%	\$1,230

<b>District Wide Positions</b>		
***These Stipends are paid out over 12 months. ***		
<b>Assistant to the Principal</b>		\$3,000
<b>District Instrumental Chairperson</b>		\$1,155
<b>Elementary Vocal Music Chairperson</b>		\$1,155
<b>Elementary Team Leaders 10 or fewer staff</b>		\$925
<b>Elementary Team Leaders more than 10 staff</b>		\$1,155
<b>Lead Nurse</b>		\$2,000
<b>Elementary Physical Education Chairperson</b>		\$1,155
<b>Secondary Department Head 10 or fewer staff</b>		\$925
<b>Secondary Department Head more than 10 staff</b>		\$1,225
<b>Social Work Chairperson</b>		\$1,155
<b>Speech Language Chairperson</b>		\$1,155
<b>School Psychologist Chairperson</b>		\$1,155
<b>Behavior Strategies Classroom, ACSS, Special Education Classroom</b> (Covers possible loss of planning time and duty-free lunch due to student behavioral needs)		\$2,045
<b>SPED Instructional Coach Chairperson</b>		\$1,155
<b>Elementary District Grade Level Steering Chairs</b>		\$1,155
<b>District ELL Specialist</b>		\$2,000
<b>Teacher for Students with Visual Impairments</b> (This stipend is for this position when covering both USD #475 and USD #383 school districts for the loss of plan time and duty-free lunch)		\$2,045
***These Stipends are lump sum payments. ***		
<b>Teacher Mentor</b>		\$1,000
<b>Nationally Board-Certified Teachers</b>		\$1,000
<b>Extended Contracts</b>		<b>Number of Extended Days</b>
<b>Assistant to the Principal</b>	per diem	10
<b>Psychologist</b>	per diem	5
<b>MS Counselor</b>	per diem	10
<b>SE Counselor</b>	per diem	15
<b>Social Worker</b>	per diem	5
<b>Secondary Library Media Specialist</b>	per diem	8
<b>Elementary Library Media Specialist</b>	per diem	4
<b>School Nurse</b> (Nurses are eligible for up to two (2) days to be used at the beginning of the contract year provided one of the per diem days is used for scheduled enrollment day.)	per diem	2

<b>CTE Specialist</b>	per diem	Up to 10
<b>Transition Specialist/Facilitator</b>	per diem	4
<b>Speech Language Pathologist</b>	per diem	4
<b>District Funded Positions</b>		<b>Number of Extended Days</b>
<b>District ELL Specialist</b>	per diem	15

- D. **Grants:** It is understood that the District at any time may be pursuing and/or operating various programs with funds from a variety of sources. When grants are received, the JCEA Advisory Board will be informed immediately, and grant positions will proceed to IBB. These grant-funded positions do not draw on funds available for the salary schedule but will appear in the supplemental salary schedule. Furthermore, when the grant expires, so do the positions funded by the grant.
- E. **Supplemental Salary Committee:** Additions to or deletions from the Supplemental Salary Schedule will be recommended as outlined in the Supplemental Salary Committee Guideline. Committee will meet quarterly to review throughout the school year. See Appendix B.
- F. **Supplemental Assignment**
1. Supplemental pay assignments are separate and in addition to the teacher’s duty day.
  2. Such assignments shall be voluntary, and no teacher shall be required to accept any such assignment. Refusal to accept a supplemental pay assignment shall not be the basis for negative teacher appraisal.
  3. The number of persons who may fill a position listed on the Supplemental Pay Schedule is based upon District guidelines for coaches/sponsors (See Appendix B). Request for additional coach/sponsors shall follow procedures outlined in the District guidelines for coaches/sponsors. Each person filling a position shall receive the full amount listed on the schedule.
  4. With permission of the administration and the President of the Association and/or designee, teachers may enter into discussions about sharing or splitting the responsibilities of assignments listed on the schedule. Should teachers agree to share/split responsibilities, then such sharing/splitting of the assignment shall be allowed provided that:
    - a. The duties assigned to each teacher be placed in writing.
    - b. The salary amount for each teacher be placed in writing.
    - c. The total salary for a position shall be neither greater than nor less than that negotiated.
    - d. Alleged violations of the above may become grievable under the procedure described in Article IV; and
    - e. The Association shall approve in writing within five (5) working days. Failure to respond will indicate approval.
- G. **Event Worker Hourly Rate:** Ticket takers, ticket sellers, athletic event supervisors, timers, scorers, announcer, etc. for the high school and middle schools will be paid \$15.00 per hour. The hourly rate shall begin at the time the teacher is required to report.
- H. **Teachers Instructing Students Beyond the Duty Day/Contract Year Hourly Rate:** Teachers shall be compensated at the rate specified in grants, not to exceed \$22.00 per hour. However, teachers instructing students beyond the duty day/contract year shall be compensated \$25.00 per hour for tutoring outside of the duty day to bridge the learning gap for the duration of ESSER funds.

- I. **Professional Development Trainers Hourly Rate:** Teachers utilized from time to time and designated by the Superintendent/designee as Staff Development Trainer for the purpose of teaching sessions in teacher development programs shall be compensated on an hourly basis at \$22.00 per contact teaching hour.
- J. **Reimbursement for Tuition:** In the event any teacher is required by the Superintendent or designee of schools to take additional college hours to increase the scope of their certification/license, tuition costs incurred by the teacher shall be paid by the Board upon presentation of proper receipts.
  - 1. **Waiver Teachers:** Teachers working on waiver for Special Education endorsement who receive tuition reimbursement for completed college course work to become a Special Education teacher are required to stay three years with the District in a special education position. Should they leave the District or the Special Education position, they must reimburse the District for monies received for their tuition. Special circumstances (i.e., circumstances that you would not be charged liquidated damages) are exempt from having to pay expenses back.
  - 2. **SLP/Psych:** SLP's and Psychologist are to follow the Geary County Schools USD 475 Sign-on Bonus Agreement.
  - 3. **Social Worker CEU Reimbursement:** There is an annual Continuing Education Units (CEU's)/Licensure renewal up to \$850 for social workers upon submission of the appropriate documentation that includes receipts for payment of license renewal, conference/workshop and certificate of completion/attendance to the Special Education Department.
- K. **Mileage Reimbursement:** Employees required in the course of their work to drive personal automobiles from one building to another should be reimbursed for travel expenses. The mileage rate will be established for the contract year at the federal rate in effect on the date of the final step in the ratification of the contract.
- L. **New Teacher Orientation Hourly Rate:** Teachers new to the District who are required to be on duty extra days because of new teacher orientation shall be compensated at \$22.00 per hour.
- M. **National Board Certification:** Nationally Board Certified/Licensed teachers will be compensated at the rate established by the state. The District will provide compensation of \$1,000 to each Nationally Board-Certified teacher(s) currently under contract who have the National Board Certification listed on the teacher's current contract Kansas teaching license.

## **Article IX – Teacher Appraisal**

- A. **Assumptions and Rationale Underlying KEEP2 Appraisal Process**
  - 1. Teacher appraisal in the Geary County Unified Schools is based on the assumption that appraisal.
    - a. Fosters continuous cooperation
    - b. Facilitates the professional growth
    - c. Improves the quality of instruction and learning
- B. **Purpose of the Teacher Appraisal Process**

*Summary:*

  - 1. The educator evaluation process comprises two major categories:
    - a. Formative evaluation, which gathers specific information about an individual educator's strength and weaknesses to be used for improving individual performance.

- b. Summative evaluation, which collects information about an educator’s overall performance relevant to administrative decisions such as retention, promotion, or non-renewal.
- 2. The key components of the evaluation process include student achievement, teacher goal, professional responsibilities, observations and assigned duties. A growing body of evidence indicates that the individual having primary responsibility for carrying out a given assignment must be significantly involved in the evaluation process in order to achieve improved performance.
- 3. It must also be emphasized that at some point in the appraisal process, administrative decisions the summative evaluation must utilize information gathered in the formative stage.

Objectives:

- 1. Specific objectives for educator appraisal as adopted by Geary County Unified School Board of Education include:
  - a. To improve the classroom instruction of educators and thus provide optimal education opportunities for student of Geary County Schools USD 475
  - b. To communicate to each educator the expectations of the administration
  - c. To improve each educator’s understanding of the duties, responsibilities and performance expectations of his/her performance.

**C. Teacher Appraisal Process**

**1. Kansas Law Requirements**

<b>Years</b>	<b>Number of appraisals</b>	<b>Completion Date</b>
1 and 2	2 per year	Prior to 60 <sup>th</sup> day of each semester
3 and 4	1 per year	By February 15 each year
5 and on	1 every three years	By February 15 of the appraisal year

**2. Pre-Appraisal Training**

- a. Training for administration and educators preceded initiation of appraisal process. This training includes but is not limited to (and includes new teachers and any other certified staff interested in attending):
  - i. Defining effective teaching using multiple measures
  - ii. Describing effective teaching
  - iii. Observing to obtain desired evidence of quality teaching
  - iv. Writing a SMART (Specific, Measurable, Attainable, Reasonable, and Timely) goal. A measurable goal states clearly the evidence required for documentation of progress. Professional Development Plan (PDP) goals, evaluation goals, and applicable licensure goals should closely relate.
  - v. Choosing and collecting evidence of student growth
  - vi. Gaining understanding of timelines for the appraisal process
  - vii. Plan of Assistance Process
- b. The administrator will meet with both probationary and non-probationary educators to be evaluated during the year to discuss requirements for an appraisal no later than the end of August.

3. **Probationary Educators**

- a. Probationary educators meet one of the following criteria:
  - i. New to the profession and in their first through third years in the District
  - ii. From out-of-state and in their first through third year in the District
  - iii. Non-probationary from another Kansas school District and in their first and second years in the District
- b. Annual Requirements
  - i. Individual preliminary conference held prior to the 60<sup>th</sup> class day between administrator and educator to determine measurable goals. The administrator will guide and approve goals in relation to the KEEP2 rubric, building and District goals. \*Goals for Professional Development Plans must also be approved by the administrator according to state regulations.
  - ii. Formal appraisals that include student growth, educator goal, professional responsibilities, classroom observations related to the goals, and assigned duties.
  - iii. Required participation in the District's three-year induction program.
  - iv. The educator is responsible to produce and maintain evidence which is required to document completion of all multiple measures. This evidence must be presented/uploaded to their administrator during the formative follow-up meetings for monitoring and input. Examples of evidence for all measures can be found under sections IV-VII in the KEEP2 training manual.

4. **Non-Probationary Educators:** educators who have successfully completed the probationary process requirements in the District.

- a. Requirements
  - i. Certified staff and administrators will meet annually by October 15 to establish and/or maintain measurable goals and agreed upon evidence. Other more frequent meetings may occur if requested by the administrator or staff member.
  - ii. The staff member will share collected data, evidence and progress with the administrator in a follow-up conference determined by the administrator. All data or documentation over the three-year cycle will be considered in the KEEP2 process. Goals and activities support the individual's Professional Development Plan and School Improvement Goals.
  - iii. Formal appraisals that include student growth, educator goal, professional responsibilities, classroom observations related to the goals, and assigned duties.
  - iv. The educator is responsible to produce and maintain evidence which is required to document completion of all multiple measures. This evidence must be presented/uploaded to their immediate supervisor and/or building administrator during the formative follow-up meetings for monitoring and input. Examples of evidence for all measures can be found under sections IV-VII in the KEEP2 Training Manual.

5. **Preliminary Support**

- a. Step 1: Teacher does not meet District expectations: if at any time during the year, whether the teacher is on cycle or not, the primary evaluator determines that the teacher does not meet a District expectation, the primary evaluator will:

- i. Confer with the teacher and share in writing the performance and construct(s) concerns correlated with KEEP.
- ii. The teacher may provide documentation showing history of evidence of meeting the expectations.
- iii. However, if at this conference or a later date, the primary evaluator determines that a formal evaluation is needed, a follow-up date will be scheduled.
- iv. Guidelines for the Follow up Evaluation:
  - a. At least thirty (30) minutes per observation.
  - b. One observation with one day notice, to include evidence that will be collected.
  - c. One observation scheduled cooperatively; Subsequent observation may occur with or without notice.
- v. The primary evaluator has the discretion, based on totality of the Preliminary Support process, to place the teacher on a Plan of Assistance. The written Preliminary Support documentation shall be submitted to the District Personnel Services office within twenty (20) student contact days.

b. Step 2: Plan of Assistance Guidelines

- i. The teacher will be informed in writing of the primary evaluator's decision to place him/her on a Plan of Assistance.
- ii. The primary evaluator will provide the teacher completed Section 1 and 2 from the Plan of Assistance for the teacher's improvement and together with the teacher complete Section 3 of the Plan of Assistance. The teacher and the primary evaluator will work together to create and achieve the improvement goal(s).
- iii. Improvement goal(s) and the course of action will be reviewed and documented in accordance with the timeline specified in the Plan of Assistance.
- iv. If in a review of evidence collected, the primary evaluator determines that the teacher's performance has met the expectations outlined in the Plan of Assistance, the teacher will be released from the plan.
- v. If in a review of evidence collected, the primary evaluator determine that the teacher's performance has not met the expectations outlined in Plan of Improvement, the primary evaluator will recommend to the Superintendent/designee, the teacher may continue on the Plan of Assistance for a maximum of one (1) additional year.
- vi. When the teacher is placed on a Plan of Improvement, he/she begins an annual cycle of evaluation and will remain on this annual until the teacher is released from the Plan of Improvement. At that time, the teacher will resume his/her regular evaluation cycle.
- vii. If the teacher disagrees with the provision(s) of Sections 1 and 2 of the Plan of Assistance, he/she may file a response to the Plan of Assistance with the Executive Director of Personnel Services and seek modifications pertaining to the accuracy of the data and/or evidence contained within the Plan of Assistance within three (3) days. The Executive Director of Personnel Services will have five (5) days to work towards an agreement on the plan with all parties. If there are still concerns by the professional employee, they will have three (3) days to appeal and seek recommendations from the Teacher Appraisal Supervision Committee. This

committee will forward their recommendations within five (5) days. During this time, the Plan of Assistance will be followed as written.

c. **Step 3: District Office Review**

- i. Once both parties have discussed and signed the official document, a copy shall be
  - a. Given to the professional employee.
  - b. Retained by the primary evaluator and.
  - c. Sent to the Executive Director of Personnel Services for review and recommendation
- ii. An opinion (concurring or dissenting) may be written by the professional employee and attached to the formal document within fourteen (14) calendar days or with an extension as approved by Personnel Services. The professional employee is aware of the contents of the evaluation report. If the professional employee believes that the evaluation procedure had not been followed, the grievance procedure may be implemented at any time.

6. If the evaluation indicates a recommendation for non-renewal, Article XV shall be followed.

7. During any conference, the teacher shall have the right to representation.

8. See Appendix C for Evaluation Forms.

9. **General Provisions**

- a. The administrator and teacher will choose evidence of progress based on needed areas of improvement. Evidence must indicate that goals have been met, or the administrator may recommend to the superintendent that the teacher's contract not be renewed. Either placement of any teacher on a Plan of Assistance multiple times or failure to make progress on a given plan could be cause for non-renewal.
  - i. Assessment results alone will not be the basis for placement on an assistance plan.
  - ii. Administrator and teacher will work together to develop a support system, which may include mentor teachers, co-workers, or other District personnel. When teachers assist one another in a voluntary observation experience, this peer assistance process shall not be used in conjunction with formal or required teacher appraisal. Confidentiality is essential in this process.

10. **Program for Professional Development**

- a. A key component of teacher appraisal is the teacher's participation in the District's ongoing Professional Development Program.
- b. The Professional Development Program will support the educational goals of the building and the District.

11. **Responsibility for Teacher Appraisal**

- a. The principal of each school is responsible for the appraisal of professional staff members assigned to his/her building. In carrying out this responsibility, principals may involve assistant principals or designated administrators. It must be stressed, however, that the building principal is ultimately responsible for the teacher appraisal of all his/her teachers and must therefore retain a high degree of involvement which will allow him/her to make an intelligent judgment in each case.

- b. In some cases, a teacher's appraisal will be the responsibility of an appropriate administrator rather than a building principal. All the principles and procedures which apply to building-level teacher appraisal apply also to a teacher appraisal conducted by one of these designated persons.

## 12. Professional Performance Goals

- a. The basic purpose of setting goals is to improve some aspects of the teacher's performance or area of responsibility and therefore contribute to the implementation of the School Improvement Plan.
- b. Goals should be SMART (**S**pecific, **M**easurable, **A**ttainable, **R**easonable, and **T**imely). A measurable goal states clearly the evidence required for documentation of progress. Professional Development Plan goals, evaluation goals, and applicable licensure goals should closely relate.

## 13. Appeals Process

- a. If the teacher thinks the appraisal is unfair, inaccurate, or incomplete, the teacher shall attempt to resolve the matter with the administrator who made the appraisal. If the matter is not resolved, the teacher shall have the right to appeal the matter to the Executive Director of Personnel Services of. The teacher is afforded all the protections of K.S.A. 72-2411.

***KEEP2 will continue in the school year. Summative evaluations will occur according to previously established cycles. This appraisal system will be continually monitored for reinterpretations as needed.***

## **Article X – Teacher Discipline**

- A. It is agreed informal disciplinary actions are the first steps taken in constructive discipline and are to be taken by administrators in situations of a minor nature involving the teacher’s conduct or job performance. Disciplinary actions will be administered in a fair and equitable manner, and, where practical, in a private manner with an appropriate substantive investigation of the key individuals involved.
- B. The information regarding proposed and implemented discipline of teachers shall be considered confidential, privileged information, only to be released to administrators who work with the teacher, the superintendent, and, if appropriate, to the Board of Education. The teacher may release information regarding the discipline to any appropriate party.
- C. Discipline of a teacher will be progressive and/or sequential, and appropriate to the severity of the infraction, except in those situations that constitute a breach of board policy that could impair the effective operation of the school, or a potential criminal violation. The sequence of discipline shall be as follows:
  - 1. Counseling shall be the first step to a minor infraction such as lateness to work, professionalism or professional responsibilities. Documentation may occur for record, but no written record will be placed in the professional employee’s personnel file.
  - 2. Oral reprimand transmitted directly to the teacher, acknowledged by the teacher, and recorded in the building personnel file only as the existence of the reprimand, without extensive detail.
  - 3. Once the administrator determines that a written reprimand is necessary, a face-to-face meeting with the teacher shall occur within three (3) business days unless there are extenuating circumstances. It shall contain sufficient details of the incident to allow understanding by the teacher who shall submit a written response to the allegations within three (3) business days unless there are extenuating circumstances. The response shall be attached to the reprimand, and both will remain in the teacher’s building personnel file. There shall be no further appeal of the reprimand. A series of oral reprimands can be grouped together under unprofessional behavior.
  - 4. In the event of the failure of a teacher to correct the behavior identified in the written reprimand, the teacher may be placed on a written behavior plan and a timeline for meeting those expectations. The written behavior plan shall provide an opportunity for the teacher to object in writing to elements of the plan within three (3) business days unless there are extenuating circumstances. Any objections shall be resolved by the Superintendent, or Associate Superintendent within five (5) business days unless there are extenuating circumstances.
  - 5. If the teacher does not satisfactorily meet the goals of the behavior plan, or if the teacher’s behavior becomes insubordinate, the immediate supervisor shall notify the Executive Director of Personnel Services. The Superintendent shall have the authority to suspend the teacher with pay, pending further review. With permission of the teacher, notification will be sent to the JCEA President.
  - 6. Any reprimand or written behavior plan that is resolved may not be referenced after 13 calendar months and shall be purged at the end of that school year.
  - 7. If the teacher does not correct the issues identified as the basis for the suspension with pay, or if the behavior is serious enough to warrant termination of employment, the Superintendent will notify the teacher of the intent to recommend suspension without pay to the Board of Education. All protection pursuant to Article XIV of this agreement will be followed.

8. The teacher is entitled to be represented in any disciplinary proceeding under this provision.
9. The discipline committee will create the parameters of a behavior plan to ensure that it does not circumvent due process.
10. The discipline committee will consist of four (4) members appointed by the President of JCEA, and four (4) members appointed by the Superintendent.

## **Article XI –Contract Year**

### **A. Length of Year**

1. The calendar committee will provide three (3) calendar options for teachers, not later than the third week in February, to vote on, prior to BOE approval.
2. The length of the contract year for the school year 2022-2023 will be 189 days.
3. Days scheduled for winter and spring recesses for the 2022-2023 school year shall include.

<b>Labor Day</b>	<b>September 5, 2022</b>
<b>Veteran’s Day</b>	<b>November 11, 2022</b>
<b>Thanksgiving Break</b>	<b>November 21-25, 2022</b>
<b>Winter Break</b>	<b>December 23, 2022-January 4, 2023</b>
<b>Martin Luther King’s Birthday</b>	<b>January 16, 2023</b>
<b>Spring Break</b>	<b>March 13-17, 2023</b>
<b>District Holiday</b>	<b>April 7, 2023</b>
<b>Memorial Day</b>	<b>May 29, 2023</b>

## **Article XII – Teaching Load**

### **A. Normal Teaching Load**

1. The normal teaching load at the high school shall be no more than 290 minutes. Advisory will be used for all student advocacy initiatives, establishing relationships with students and families, post-secondary planning, facilitating lessons provided to all teachers related to a school improvement goal or career clusters (i.e., grades, social emotional, IPS/Career Exploration).
2. The normal teaching load in the middle schools shall be no more than 295 minutes. Advisory at the middle schools will be used for all student advocacy initiatives, establishing relationships with students and families, post-secondary planning, facilitating lessons provided to all teachers related to a school improvement goal or career clusters (i.e., grades, social emotional, IPS/Career Exploration).
3. The normal teaching load at the elementary shall not exceed 335 minutes.

### **B. Overload Assignments**

1. When a teacher accepts an additional daily class period on a regular basis beyond the normal teaching load it shall be considered an overload assignment.
2. Teachers shall be compensated as follows for an overload assignment.
  - a. High School – an additional one-sixth of salary schedule amount
  - b. Middle School – an additional one-sixth of salary schedule amount.

3. Any Early Childhood or Elementary teacher who believes the makeup of classroom students is detrimental to the well-being of the classroom may request an overload review and should refer to the Memorandum of Understanding.

**C. Alternative Scheduling**

1. Alternative schedules based on student needs may be implemented by the principal if the normal teacher workload is not changed.
  - a. Openings based on alternative schedules will be posted.
  - b. Selection of personnel for alternative schedules will be made by the principal after consulting with the appropriate building faculty.
  - c. Any alternative schedule established and assigned on less than 45 calendar days' notice, which involves a change in a teacher's schedule, will include a one-time compensation of \$300 for the teacher.

**D. Short Notice of Change**

1. A plan for how much time will be needed will be submitted to the principal/supervisor and the Executive Director of Personnel Services by the teacher(s) involved in a short notice change of assignment shall be compensated at \$22.00 an hour for work related to the transfer and required to be done outside the duty day. The Executive Director of Personnel Services will make the final determination regarding the compensation.

- E. **Transfer Procedures**: In the event of voluntary and involuntary transfers, the guidelines in Appendix D will be followed.

## **Article XIII – Reduction in Force**

**A. Reduction in Force**

1. If, at any time, in the judgment of the Board of Education, a reduction in staff is necessary, the following procedures will be used.
  - a. To the extent the Board considers practical, the reduction will be accomplished through attrition.
  - b. If the Board determines that the required reduction cannot be accomplished entirely through attrition, the Board shall give written notice to the Association of its intention to implement a reduction in force.
  - c. The Board retains the sole discretion and authority to determine the number of teaching positions to be reduced and the specific employees to be laid off. In making these decisions, the board shall consider tenure, certification, seniority, previous experience, effectiveness as a teacher, student success, complaints of parents, levels of minority teachers, and any and all other factors deemed by the Board to be relevant to maintaining the best qualified and effective faculty for the school District. For the purpose of determining "seniority" in the application of the above sentence, a teacher's seniority shall be determined as follows:
    - i. Each teacher shall be credited with one (1) point for each year of service in Geary County USD 475.
    - ii. Each teacher shall be credited with one (1) additional point for each column on the salary schedule.
    - iii. Each teacher shall be credited with one (1) additional point for each tier on the salary schedule.

- iv. The total of points for each teacher shall determine each teacher's seniority rank. The District shall make the initial determination of the teacher or teachers best qualified for each position to be retained and if it is determined that more than one teacher is equally qualified, the District will calculate the seniority rank of the teachers as set forth above and the teacher with the higher rank will be retained.
- d. Personnel to be laid off shall be provided written notice of termination by the third (3<sup>rd</sup>) Friday in May.

**B. Recall Procedure**

1. If the Board of Education has declared a reduction in staff is necessary and has given written notice to the Association as required under A.1. above, the following procedures will apply:
  - a. As teachers are selected for layoffs, their names will be placed on a list in the order of their selection. When the list is complete, a copy of the list shall be dated and given to the Association. If necessary, additional lists may be completed, dated and a copy furnished to the Association.
  - b. After implementing such a reduction procedure, each list of names of teachers laid off because of such reduction in staff shall be maintained for two years from its date. Any teacher who has been so laid off shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law, except that such teacher shall retain the right to file a grievance pursuant to Article IV in connection with any alleged violation of their recall rights under this Article. It shall be the responsibility of laid off teachers to keep the Executive Director of Personnel Services informed of their current address and any changes in teaching qualifications and certification.
  - c. If a vacancy occurs within the two-year period specified in paragraph 2 above for which any teacher named on the list is certified/licensed and is considered by the District to be the best qualified, and the position cannot be filled from teachers then currently on the teaching staff, the position shall be offered to the best qualified teacher on the lists for the position to be filled. The determination of whether teachers are similarly qualified shall be made by the District and shall be binding upon all concerned. In the event more than one teacher is considered similarly qualified, the position will be offered to the teacher with the highest seniority rank. The normal employment factors, as set forth in Section A, subsection C above will be utilized by the District to determine the teacher that is best qualified to fill the position, and this determination shall be binding on all concerned. A vacancy shall not be deemed to exist for purposes of this paragraph if the position may be filled by a non-probationary teacher currently on the teaching staff. Similarly, the District shall not be obligated to offer any teacher a position of greater full-time equivalency than that teacher had when they were laid off.
  - d. Any teacher re-employed by recall shall be given salary, related benefits, and the experience level to which they were entitled when laid off. No teacher shall lose re-employment rights by securing other employment during the layoff. Time during the lay off period shall not be counted, except that appropriate credit on the salary schedule may be given for teaching experience in a KSDE accredited school as if continuously employed with USD 475.
  - e. If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within six (6) calendar days of a recall notice sent to the latest address which the teacher has furnished, or fails to report for duty and accept the position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

## Article XIV - Resignations

### A. Early Resignation

1. Teachers are encouraged to notify the Board as soon as possible of their intention to resign or retire.
2. Teachers who submit a resignation to the Personnel Services Department effective at the end of the 2022-2023 contract year between August 4, 2022, and January 21, 2023, shall receive an incentive payment of \$500.00.
3. Resignations will be reviewed at the next scheduled board meeting, and upon acceptance by the board, incentives will be disbursed with the final paycheck.

### B. Liquidated Damage

1. Resignations received between the 15<sup>th</sup> day (June 3, 2023) and the 30<sup>th</sup> day (June 18, 2023) following the 3<sup>rd</sup> Friday in May will be approved by the Board of Education after payment of a \$1,000 liquidated damage assessment.
2. Resignations received between 31<sup>st</sup> day (June 19, 2023) and the 54<sup>th</sup> day (July 12, 2023) following the 3<sup>rd</sup> Friday in May will be approved by the Board of Education after payment of a \$1,500 liquidated damage assessment.
3. Resignations received between the 55<sup>th</sup> day (July 13, 2023) after the 3<sup>rd</sup> Friday in May and the staff member's individual reporting day will be approved by the Board of Education after payment of a \$2,500 liquidated damage assessment and when a suitable replacement has been found.
4. Resignations after the staff member's individual reporting day will be approved by the Board of Education after payment of a \$4,500 liquidated damage assessment and when a suitable replacement has been found.
5. Teachers working on waiver for Special Education endorsement who receive tuition reimbursement for completed college course work to become special education teacher are required to stay three (3) years with the District in a special education position. Should they leave the District or the special education position, they must reimburse the District for monies received for their tuition. Special circumstances (i.e., circumstances that you would not be charged liquidated damages) are exempt from having to pay expenses back.
6. SLP/Psychologists who received the Geary County Schools USD 475 Sign-on Bonus Agreement/Tuition Reimbursement will pay expenses back according to the terms on the Geary County Schools USD 475 Sign-on Bonus Agreement

### C. Waiver

1. Liquidated damages will be waived when the Executive Director of Personnel Services determines the professional educator is compelled to resign for medical/family emergencies or in the event of a compulsory transfer of the professional educator's spouse. Verification of such reasons may be required.
2. The Superintendent or designee may waive terms of resignation on a case-by-case basis.

## **Article XV – Due Process Rights**

### **A. Due Process Procedure**

1. All teacher contracts shall continue for the next succeeding school year unless written notice of termination or non-renewal is served.
  - a. Written notice to terminate a contract may be served by the Board upon any teacher prior to the time the contract has been completed.
  - b. Written notice of intention to non-renew contract must be served by a Board upon any teacher on or before the third (3<sup>rd</sup>) Friday in May.
  - c. The notice of intention to non-renew or to terminate the contract of a teacher will be prepared in the office of the superintendent of schools. Such a notice will be served to the teacher via registered mail.

*The following provisions (Section B-G inclusive) shall apply only to (1) teachers who have completed not less than three (3) consecutive years of employment, and been offered a fourth contract, in USD 475; and (2) teachers who have completed not less than two (2) consecutive years of employment in USD 475; and have been offered a third contract by USD 475, if at any time prior to the current employment the teacher has completed the years of employment requirement of provision (1) in any school district, area vocational-technical school or community college in this state*

### **B. Notice of Nonrenewal; Hearing Officer**

1. Whenever a teacher is given written notice of intention to not renew the teacher's contract or whenever the teacher is given notice of intention to terminate the contract, the notice shall include: (1) a statement of the reasons for the proposed nonrenewal or termination; and (2) a statement that the teacher may have the matter heard by a hearing officer, upon written request filed with the Clerk of the Board of Education within 15 calendar days from the date of such notice of non-renewal or termination.
2. Upon the filing of any written request of a teacher to be heard as provided in a. above, within 10 calendar days thereafter, the Board shall notify the commissioner of education that a list of qualified hearing officers is required. Such notice shall contain the mailing address of the teacher. Within ten (10) days after receipt of notification from the Board, the commissioner shall provide to the Board and to the teacher, a list of nine randomly selected, qualified hearing officers.
3. Within five (5) days after receiving the list from the commissioner, each party shall eliminate four names from the list, and the remaining individual on the list shall serve as the hearing officer. In the process of elimination, each party shall eliminate no more than one name at a time, the parties alternating after each name has been eliminated. The first name to be eliminated shall be chosen by the teacher, within five (5) days after the teacher receives the list. The process of elimination shall be completed within five (5) days thereafter.
4. Either party may request that one new list be provided within five (5) days after receiving the list. If such a request is made, the party making the request shall notify the commissioner and the other party, and the commissioner shall generate a new list and distribute it to the parties in the same manner as the original list.
5. In lieu of using the process provided in subsections (2) and (3), if the parties agree, they may make a request to the American Arbitration Association for an arbitrator to serve as the hearing officer. Any party desiring to use this alternative procedure shall so notify the other party in the notice required under subsection (1). If the parties agree to use this procedure, the parties shall make a joint request to the American Arbitration Association for a hearing officer within ten (10)

days after the teacher files a request for a hearing. If the parties choose to use this procedure, the parties shall each pay one-half of the cost of the arbitrator and of the arbitrator's expenses.

**C. Due Process Hearing – Procedural Requirements**

1. The hearing provided for in Section B; above shall commence within 45 calendar days after the hearing officer is selected unless the hearing officer grants an extension of time. The hearing shall afford procedural due process which shall include the following:
  - a. right of each party to have counsel of the party's own choice present and to receive the advice of counsel or other person whom the party may select;
  - b. the right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by affidavit;
  - c. the right of each party to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from the district office of USD 475 in Junction City, Kansas, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When testimony is presented by affidavit the same shall be served upon the clerk of the board of education or the agent of the board and upon the teacher in person or by first-class mail to the address of the teacher which is on file with the board not less than ten (10) calendar days prior to presentation to the hearing officer;
  - d. the right of the teacher to testify in the teacher's own behalf and give reasons for the teacher's conduct, and the right of the board to present its testimony through such persons as the board may call to testify in its behalf and to give reasons for its actions, rulings or policies;
  - e. the right of the parties to have an orderly hearing; and
  - f. the right of the teacher to fair and impartial decision based on substantial evidence.

**D. Witnesses; Fees and Costs**

1. Witnesses who are subpoenaed to appear before a hearing officer shall receive \$5 per day and mileage at the rate prescribed by statute, for miles actually traveled in going to and returning from attendance at the hearing. The fees and mileage for the attendance of witnesses shall be paid by the party calling the witness, except those fees and mileage of witnesses subpoenaed by the hearing officer shall be paid by the board. Witnesses voluntarily appearing before the hearing officer shall not receive fees or mileage for attendance at the hearing.
2. The hearing officer shall be paid \$240 per diem compensation or a portion thereof, for each day of actual attendance at the hearing or for any meeting held for the purpose of performing the hearing officer's official duties. In addition to compensation, the hearing officer shall be paid subsistence allowances, mileage and other expenses as provided by statute. The costs for the services of the hearing officer shall be paid by the board.
3. Testimony at a hearing shall be recorded by a certified shorthand reporter. The cost for the certified shorthand reporter's services shall be paid by the board. The transcript shall be transcribed if the decision of the hearing officer is appealed to the District court, or if either party requests transcription. The appellant or the party making the request shall pay for the cost of transcription. If both parties jointly request that the transcript be transcribed at the hearing level, the parties shall each pay one-half of the cost of transcription.
4. Each party shall be responsible for the payment of its own attorney fees.

5. All costs of a hearing which are not specifically allocated in this section shall be paid by the Board.

**E. Testimony by Affidavit or Deposition**

1. When either party desires to present testimony by affidavit or by deposition, that party shall furnish to the hearing officer the date on which the testimony shall be taken.
2. A copy of the affidavit or deposition must be furnished by the opposing party within ten (10) days following the taking of the testimony.
3. No such testimony shall be presented at a hearing until the opposite party has had at least ten (10) days prior to the date upon which the testimony is to be presented to the hearing officer to rebut the testimony by affidavit or deposition or to submit interrogatories to the affiant or deponent to be answered under oath.
4. Such ten (10) day period may, for good cause shown, be extended by the hearing officer.

**F. Powers of Hearing Officer**

1. The hearing officer may:
  - a. Issue subpoenas for attendance and testimony of witnesses and the production of, books, papers and documents relating to any matter under investigation.
  - b. Authorize depositions to be taken.
  - c. Administers oaths.
  - d. Receives evidence and limit lines of questioning and testimony which are repetitive.
  - e. Calls and examines witnesses and introduces into the record documentary and other evidence.
  - f. Regulate the course of the hearing and dispose of procedural requests, motions and similar matters; and
  - g. Takes any other action necessary to make the hearing accord with administrative due process.

**G. Opinion of the hearing officer**

1. Unless otherwise agreed to by both the board and the teacher, the hearing officer shall render a written opinion not later than 30 days after the close of the hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the teacher and to the board.
2. The decision of the hearing officer shall be final, subject to appeal to the District court by either party as provided by statute.

*Hearings shall not be bound by the rules of evidence whether statutory, common law or adopted by the rules of court, except that, the burden of proof shall initially rest upon the board in all instances other than when the allegation is that the teacher's contract has been terminated or nonrenewal by reason of the teacher having exercised a constitutional right. All relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.*

**H. Procedure for Determination of an Abridgement of a Constitutional Right**

1. In the event any teacher alleges that their contract has been non-renewed because the teacher exercised a constitutional right, the following procedure shall be implemented:

- a. The teacher alleging an abridgement by the board of a constitutionally protected right shall notify the board of the allegations within fifteen (15) days after receiving the notice of intent to not renew or terminate the teacher's contract. Such notice shall specify the nature of the activity protected, and the times, dates and places of such activity.
- b. The hearing officer provided for Section B.2; shall there upon be selected and shall decide if there is substantial evidence to support the teacher's claim that the teacher's exercise of a constitutionally protected right was the reason for the non-renewal.
- c. If the hearing officer determines that there is no substantial evidence to substantiate the teacher's claim of a violation of a constitutionally protected right, the board's decision to not renew the contract shall stand.
- d. If the hearing officer determines that there is substantial evidence to support the teacher's claim the board shall be required to submit to the hearing officer any reasons which may have been involved in the non-renewal.
- e. If the board presents any substantial evidence to support its reasons, the board's decision not to renew the contract shall be upheld.
- f. The above due process provisions are intended to paraphrase and represent the due process statute in effect January 1, 1998.

*For purposes of this section, the term "teacher" shall be defined as any professional employee who is required to hold a certificate to teach in any school District, but not including any supervisors, principals or superintendents or any other persons employed under the authority of K.S.A. 72-2215.*

## Ratified Agreement

*This agreement shall be in full force and effect for one (1) year only, beginning July 1, 2022, and ending on June 30, 2023, according to Chapter 284, 1970 Session Laws of Kansas as amended by the Kansas Legislature, except as indicated in any attached letter of understanding.*

**Junction City Education Association**

**Board of Education – USD 475**

  
Dana Wiegand (Jul 8, 2022 14:40 CDT)

  
Ronald Johnson (Jul 9, 2022 06:31 CDT)

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**President**

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**President**

  
Julie Johnson (Jul 8, 2022 18:17 CDT)

*Tina Kauler*

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**Secretary**

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**Secretary**

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**6/17/22**

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**7/5/22**

**Ratification Date**

**Ratification Date**

**By the Professional Employees Negotiations Unit**

**By the Board of Education**

## Appendix A– Catastrophic Leave Guidelines

### CATASTROPHIC LEAVE BANK

The catastrophic leave committee will administer a catastrophic leave bank of a cost not to exceed \$38,500 and maintain a bank of at least 150 days as outlined in the Catastrophic Leave Bank guidelines.

A. **DEFINITION:** Catastrophic injury or illness is defined as an unplanned, severe condition affecting the physical health or mental health of the licensed employee or an employee’s spouse/partner, children (son or daughter), and parents. These are immediate family members as specified in FMLA. A parent does NOT include a parent “in-law”.

1. Such injury or illness must be severe, continuing, unusual and force the licensed employee to exhaust all benefit time earned and potentially lose compensation. Any mental health issue must be severe enough to require inpatient care for a minimum of 5 days.
2. Catastrophic illness or injury must require the services of a Doctor of Medicine or Osteopathy who is authorized to practice medicine or surgery, as appropriate, by the state in which the doctor practices.
3. The licensed employee must provide a statement from the medical professional recommending the extended absence and the estimated time needed before returning to work.
4. Normal pregnancy and the normal (as defined by the Family and Medical Leave Act) recovery time that is part of childbirth are not considered to be a catastrophic illness or disability under the terms of this provision.
5. The catastrophic leave bank is not designed to provide additional temporary leave due for non-extraordinary illness, elective surgery, or well-baby care or adoption bonding.

### B. MEMBERSHIP

1. Licensed employees are defined as those employees covered by the negotiated agreement.
2. A licensed employee must contribute a minimum of one supplemental day to the catastrophic leave bank in order to use the bank.
3. When the leave bank is at 150 days, the teacher will be notified that action has been taken on their letter of intent to contribute to the leave bank by the personnel department.
4. Notifications of the teacher’s intent to contribute annually to the catastrophic leave bank must be submitted to the personnel department by the third Friday in October or January-
5. All unused days will carry over into the next school year.

### C. ELIGIBILITY REQUIREMENTS

1. Termination of employment automatically cancels all catastrophic leave bank benefits.
2. Any licensed employee who is hired in mid-year shall have the opportunity to join the catastrophic leave bank, within 31 days of the hire.
3. In order to be eligible for use of the catastrophic leave bank, the participating licensed employee:
  - a. Must have used all of their accumulated sick leave.
  - b. May not be collecting Workman’s Compensation, Short Term Disability, or KPERS disability.
  - c. Must complete the required application.
  - d. Must meet catastrophic leave bank membership requirements as defined above.

#### **D. LIMITATIONS OF BENEFITS**

1. Days contributed by the licensed employee become a permanent part of the catastrophic leave bank and will not be refunded to that licensed employee.
2. A licensed employee may continue to draw days from the catastrophic leave bank beyond the current school year following these conditions:
  - a. Must have used all of his/her accumulated sick leave.
  - b. Medical records must connect current need to previous year granted catastrophic leave.
  - c. Total days may not exceed ten (10).
  - d. Must meet catastrophic leave bank membership requirements as defined above.
3. Any days granted by the Catastrophic Leave Committee that are unused once a licensed staff is released by their medical provider will be returned to the Catastrophic Leave bank.
4. Leave benefits may be used starting at an absence of one (1) day if it is deemed catastrophic.
5. Benefits up to and including twenty (20) days of absence may be awarded by a majority vote of the Catastrophic Leave Bank Committee. Applicants may reapply for an additional ten (10) days. The total number of days is not to exceed fifty (50).
6. In the event the limit and/or that all the days in the catastrophic leave bank are exhausted prior to the end of the contract year, there will be no further allowances for use of the bank. The cost to the catastrophic leave bank is determined by the requesting teacher's per diem.

#### **E. REQUESTS FOR USE**

1. If an employee desires to apply for leave from the catastrophic leave bank, they shall make a formal request to the Catastrophic Leave Bank Committee via the superintendent/designee.
2. Requests for catastrophic leave bank days shall be forwarded to the Superintendent/designee no later than five (5) days following the depletion of all of the member's annual, general, supplemental and usable leave accumulation.
3. The Superintendent/designee will inform the Catastrophic Leave Bank Committee of the request. The Catastrophic Leave Bank Committee will meet within 72 hours of receiving the written request.
4. Catastrophic leave bank days, if approved by the committee, will begin coverage on the day following the last day of the member's accumulated leave.
5. Requests may be filed on behalf of an incapacitated licensed employee by a District representative.

#### **F. COMMITTEE MEMBERSHIP**

1. The Catastrophic Leave Bank Committee will consist of three (3) members: one (1) administrator appointed by the superintendent and two (2) teachers, JCEA members who have donated to the catastrophic leave bank will be appointed by JCEA. A designee from the central office who handles sick leave records will also meet with the committee.
2. Committee members shall maintain the confidential nature of the information supporting the requests for catastrophic leave bank days.

3. Responsibilities of the committee consist of reviewing applications for use of the catastrophic leave bank, recommending whether days from the bank shall be awarded and if so, the number of days to be awarded.
4. The committee by majority vote shall make recommendation to the Superintendent/designee to approve or disapprove the request and if approval is recommended, the number of days allowed. Superintendent/designee will consider the committee recommendation and make a final determination of the matter.
5. In the event that a member of the Catastrophic Leave Bank Committee is requesting leave from the bank, they shall be excused from the deliberation of that request.

**G. DETERMINATION**

1. Written notification of approval or other disposition of the application will be made by the office of the Superintendent to the applicant.
2. The decision of the Superintendent/designee is final and may not be appealed.
3. The decisions regarding the use of catastrophic leave bank days and the interpretation of these decisions shall not be the basis for any grievance.

**H. RECORDKEEPING:** All records involving the catastrophic leave bank will be the responsibility of the personnel department.

## **Appendix B– Supplemental Salary Committee Guidelines**

1. The Supplemental Salary Schedule is included in the formal agreement between JCEA and USD 475 Board of Education.
2. There shall be a committee to review compensation adjustment requests and to recommend adjustments and changes to the Board of Education. Requests from the review committee to the JCEA President and the Superintendent of USD 475 shall be in writing, with a majority and minority (if appropriate) report(s) attached. Requests shall be made following the adopted process found in attachment A and attachment B.
3. The committee members will be jointly appointed by the JCEA President and the Superintendent of USD 475. The methodology utilized will be the responsibility of the foresaid two parties.
4. The chairperson of the Supplemental Salary Committee will be the Executive Director of Personnel Services.
5. Committee members will serve a three (3) year term on the Supplemental Salary Committee. Beginning with the 2007-2008 school year, six (6) members will be appointed to serve in the following term format: 2 to a one-year term, 2 to a two-year term, 2 to a three-year term. Replacements will be appointed to a three (3) year term.
6. The Supplemental Salary Committee structure will be:
  - a. JCEA appointed member
  - b. JCEA appointed member
  - c. JCEA appointed member
  - d. Administrative appointed member
  - e. Administrative appointed member
  - f. Administrative appointed member
  - g. Executive Director of Personnel Services, Chairperson
  - h. JCHS Athletic Director, Permanent Member
  - i. JCMS Athletic Director, Permanent Member
  - j. FRMS Athletic Director, Permanent Member

## **Supplemental Salary Committee Guidelines**

### **Attachment/Part A**

- A. **Addition to the Supplemental Salary Schedule Process** The following process is to be used to add to the Athletics, Academics, Activities, and Service Supplemental Salary Schedules.
1. The request shall be in writing and include the following:
    - a. Statement of purpose
    - b. Rationale/Description
    - c. Implementation (timeline/competition-location and numbers)
    - d. Budget
    - e. Job description
    - f. Building Administrative Statement of Support
  2. The following review process is to be used:
    - a. Requests must be submitted to the Supplemental Salary Schedule Committee prior to February 1<sup>st</sup>. Committee will review and make recommendations.
    - b. District response to the request (approve/deny)
    - c. Approval of BOE is required
    - d. Superintendent takes sponsor/coach request to IBB
    - e. Written response provided to the requestor by Supplemental Salary Committee.

### **Attachment/Part B**

- B. **Deletion from the Supplemental Salary Schedule Process** The following process is to be used to delete from the Athletics, Academics, Activities, and Service Supplemental Salary Schedules.
1. The request shall be in writing and include the following:
    - a. Statement of purpose
    - b. Rationale/Description
    - c. Implementation (timeline/competition-location and numbers)
    - d. Budget
    - e. Job description
    - f. Building Administrative Statement of Support
  2. The following review process is to be used:
    - a. Requests must be submitted to the Supplemental Salary Schedule Committee prior to February 1<sup>st</sup>. Committee will review and make recommendations.
    - b. District response to the request (approve/deny)
    - c. Approval of BOE is required
    - d. Superintendent takes sponsor/coach request to IBB
    - e. Written response provided to the requestor by Supplemental Salary Committee.

## Appendix C– Plans of Assistance



*Learning For All • Whatever It Takes*

### CLASSROOM TEACHER NONPROBATIONARY CERTIFIED PERSONNEL PLAN OF ASSISTANCE

Semester:	Date Form Completed:	School Year:
Last Name:	First Name:	Educator ID:
Assignment:		Home Building:
Primary Evaluator:		

Licensure Information Related to Assignment

Licensure Area:  
Licensure Level:  
Licensure Expiration Date:

Observation Information (Should be at least 20 minutes)

Pre-Evaluation Conference Date:  
1<sup>st</sup> Observation Date:                      Length:  
2<sup>nd</sup> Observation Day:                      Length:

I agree that the information presented above this line is accurate. Professional Employee's Initials:  
Follow-up Date:

1. The teacher will be informed in writing of the Primary Evaluator's decision to place them on a Plan of Assistance.
2. The Primary Evaluator will provide the teacher completed Section 1 and 2 from the Plan of Assistance for the teacher's improvement and together with the teacher complete Section 3 of the Plan of Assistance. The teacher and the Primary Evaluator will work together to create and achieve the improvement goal (s).
3. Improvement goals and the course of action will be reviewed and documented in accordance with the timeline specified in the Plan of Assistance.
4. If, in a review of evidence collected, the Primary Evaluator determines that the teacher's performance has met the expectations outlined in the Plan of Assistance, the teacher will be released from the Plan.
5. If in a review of evidence collected, the Primary Evaluator determines that the teacher's performance has not met the expectations outlined in the Plan of Improvement, the Primary Evaluator will recommend to the Superintendent, or designee, the teacher may continue on the Plan of Assistance for a maximum of one additional year.
6. When the teacher is placed on a Plan of Improvement, they begin an annual cycle of evaluation and will remain on this annual evaluation cycle until the teacher is released from the Plan of Improvement. At that time the teacher will resume his/her regular evaluation cycle.
7. If the teacher disagrees with the provision(s) of Sections 1 and 2 of the Plan of Assistance, they may file a response to the Plan of Assistance with the Executive Director of Personnel Services and seek modifications pertaining to the accuracy of the data and/or evidence contained within the Plan of Assistance within 3 days. The Executive Director of Personnel Services will have 5 days to work towards agreement on the plan with all parties. If there are still concerns by the Professional Employee, they will have 3 days to appeal and seek recommendations from the Teacher Appraisal Supervision Committee. This committee will forward their recommendations within 5 days. During this time, the Plan of Assistance will be followed as written.

**SECTION 1: Construct (s) requiring improvement:**

**SECTION 2: Evidence of the need for improvement:**

**SECTION 3: Plan for Improvement (Includes resources and timeline(s):**

<b>SMART GOAL</b>	<b>ACTION STEPS (include dates of completion)</b>	<b>RESOURCES</b>	<b>EVIDENCE TO BE COLLECTED</b>

**Evidence of sufficient Improvement will include the following:**

**Date for follow-up meeting:**

\_\_\_\_\_  
Teacher's Signature:

\_\_\_\_\_  
Date signed by the Teacher:

\_\_\_\_\_  
Primary Evaluator's Signature:

\_\_\_\_\_  
Date signed by Primary Evaluator:

Follow-up Date:

**Select the appropriate action:**

\_\_\_\_\_ Teacher is released from the Plan of Assistance as of:

\_\_\_\_\_ Teacher is continuing on the Plan of Assistance according to the timeline set forth in the Plan of Improvement to be reviewed by \_\_\_\_\_

\_\_\_\_\_ Teacher is recommended for non-renewal or termination

\_\_\_\_\_  
Teacher's Signature: Date signed by the Teacher:

\_\_\_\_\_

\_\_\_\_\_  
Primary Evaluator's Signature: Date signed by Primary Evaluator:

\_\_\_\_\_

*The teacher's signature indicates that this information has been read by the teacher but does not imply agreement. The teacher may attach a statement to this evaluation to be placed in his/her personnel file.*

## **Appendix D – Transfer Policies and Procedures**

***Purpose:** To ensure equitable, demand-based distribution of teachers to protect the academic interests of students and optimize job satisfaction for our teachers in a fair and transparent way.*

*Once hiring begins, a list of job vacancies will be distributed to all staff in the District on the last day of each week and will be posted in the building.*

### **A. Voluntary Transfers**

#### **1. Transfer within building but changing grade levels**

- a. Teachers will complete a Request for Transfer.
- b. Notify their supervising administrator by obtaining signature on transfer request form.
- c. Submit transfer request form to Personnel Services.
- d. The positions that a candidate requests will be noted in Frontline Recruiting and Hiring.

#### **2. Transfer within building to another department or In-District Transfer to another building**

- a. Teachers will complete a Request for Transfer. They will specify the school(s) and the position(s) on the USD 475 Transfer Request Form.
- b. Notify their supervising administrator by obtaining signature on transfer request form.
- c. Submit a transfer request to Personnel Services.
- d. Teachers will apply via Frontline Recruiting and Hiring, the district employee portal, so that administrators will have all the needed information to select candidates for their open positions. They will specify the school(s) and the position(s) on the USD 475 Transfer Request Form.
  1. Upon request of staff member, if Frontline Recruiting and Hiring has been inactive for more than a year, staff member may submit a request to Human Resources to reactivate their account.
  2. Administrators will then view candidates that have applied within Frontline Recruiting and Hiring.

### **B. Selection and Notification process:**

1. Candidates seeking a transfer that are not selected or interviewed will receive an email indicating the status once the new hire has been made.
2. Teachers not receiving a transfer will need to resubmit the following year within the Frontline Recruiting and Hiring system.
3. The following criteria will be considered as transfer requests are reviewed:
  - a. Certification required for the open position
  - b. Desired characteristics or qualities candidate possesses that align with demands of the position
  - c. Experience in a similar position

- d. Needs of the building teacher has requested to transfer to along with needs of the building teacher is transferring from
  - e. Past performance as documented on evaluations
4. When an employee has requested a transfer and is not selected for an interview, they can request a conversation with Human Resources to determine what they could do to improve (feedback).
  5. Transfer requests will be considered after July 1<sup>st</sup> only if a suitable replacement can be found.

**C. Involuntary Transfers**

1. An involuntary transfer or reassignment will be made only when deemed a necessity or to prevent undue disruption of the instructional program.
2. Notice of involuntary transfer shall be given in writing to employees as soon as possible.
3. Employees being involuntarily transferred will be asked to request the positions, in order of preference, to which they desire to be transferred. All involuntary transfers are not considered Reductions in Force, unless a Reduction in Force is needed.
4. The following criteria will be considered as involuntary transfer requests are reviewed:
  - a. Certification required for the open position
  - b. Desired characteristics or qualities candidate possesses that align with demands of the position
  - c. Experience in a similar position
  - d. Needs of the building teacher has requested to transfer to along with needs of the building teacher is transferring from
  - e. Past performance as documented on evaluations

*Experience and time with the District are valued and appreciated. Teachers already employed within the District will be considered for transfers before an outside hire is made.*

## **Memorandum of Understanding**

### **Elementary Teacher Overload**

At the Early Childhood or elementary level, a classroom teacher may request an overload review if they feel that make-up of the classroom students is detrimental to the well-being of the classroom. When a teacher feels there is a need the following process must be followed:

1. The teacher will work with the principal to resolve the problem.
2. If the problem is not resolved, the teacher completes the Elementary Overload form.
3. The Overload committee will review the form to determine if a meeting is warranted.
4. The overload committee will consist of the Executive Director of Personnel Services, one (1) additional administrator, two (2) JCEA members selected by the JCEA President, and one (1) additional teacher agreed upon by both parties.
5. The committee will meet no more than monthly to review requests and determine how to solve the problem.
6. The committee will not meet until after the third Friday in September.

The committee will make a recommendation to the Superintendent if compensation or additional staff is involved.

## **Changes to Negotiated Agreement for 2022-2023**

Changed all dates from 2021-2022 to 2022-2023 to reflect current school year throughout the document.

### **Article I-Definitions**

**E. Teacher-**Struck Itinerant Teachers -All teachers are either classroom teachers or identified in the definition of teacher by specialty and are covered under the negotiated agreement.

**I. Itinerant Teacher:** Struck this term and its definition

### **Article III-Professional Day**

#### **A. Student Contact Days**

**1. Early Childhood** Clarified language for staff with two sections (AM and PM) that they will arrive 10 minutes before morning session/student contact and stay 10 minutes after dismissal of students from afternoon session.

\*\*\*ECC Staff have lunch aids/TAS/Para Educators that can be utilized for student arrival/dismissal. Staff should work with building principal and early childhood coordinator to address scheduling classified lunch if missed time is pervasive to certified staff.

Increased hourly compensation for Work Beyond the Duty Day; Additional Work within the Duty Day; Meetings; IEP Meetings, Professional Development Trainers, New Teacher Orientation from \$18.50 to \$22.00.

Added language that teachers shall be compensated for grant positions not to exceed \$22 per hour. Maintained the \$25 per hour for instructing students beyond the duty day (tutoring) and Contract Year (Summer School) for the duration of ESSER funds.

### **Article VIII-Professional Compensation**

1. Increased base-pay to \$43,860
2. Vertical Movement (Years of Service-Step down)
3. Horizontal Movement (Education movement) for those who completed their Intent to Move by April 1<sup>st</sup>.
4. Personnel at Step 15 in MA+15, MA+30, MA+45, EdPhd/PSSLPT during 2021-2022 were provided a salary increase as well.

### **Supplemental Salary Schedule:**

Froze Supplemental Salary base pay at \$41,000

Added 2 Wrestling Assistant Head Coaches for both Male and Female

Added 1 Concession Stand Coordinator Position for JCHS

Increased Middle School Bowling Lead and Assistant stipends

Added 1 Gender and Sexuality Alliance (GSA) sponsor stipend at FRMS

Added 1 Art Club Sponsor Stipend at JCHS

Eliminated Orchestra at JCMS Stipend and that position is now covered under a voucher

Added 1 Teacher for students with Visual Impairments Stipend

### **NON-CONTRACT LANGUAGE:**

A Parent-Teacher Conference Committee will be established to review current language to update grammar and also discuss implementation of parent teacher conferences.

A Teacher Appraisal Committee will also be established to review current language and process in the negotiated agreement.

Establish a Teacher Discipline committee to review Teacher Discipline section in the negotiated agreement.

\*\*\* Indicates non-contract language however it is information that is relevant to address the issue presented.

\*\*\*\*End of Changes\*\*\*\*