

2024-2025

Professional Negotiated Agreement

Between Unified School District No. 232
and De Soto Teachers' Association



July 1, 2024 through June 30, 2025

2024-25 Important Dates / Deadlines

Evaluation Deadlines:

- September 15, 2024 – Notify Teachers of Evaluation
- November 1, 2024 – A1 and A2 Evaluations Completed (including signatures)
- February 15, 2025 – B1, B2, and C Evaluations Completed (including signatures)
- April 4, 2025 – A1 and A2 Evaluations Completed (including signatures)

Other Employment Deadlines:

- September 1, 2024 – Deadline to submit Horizontal Salary Movement Paperwork to HR
- December 15, 2024 – Deadline to resign and receive \$84 per day for unused general leave
- December 15, 2024 – Deadline to retire and receive \$155 per day for unused general leave
- January 15, 2025 – Deadline to resign and receive \$74 per day for unused general leave
- January 15, 2025 – Deadline to submit written request to HR for Job Sharing Proposal
- February 1, 2025 – Deadline to submit Transfer Application Request for 2025-26 to HR (if job is posted after February 1, the staff member has 2 days after posting to apply)
- March 1, 2025 – Deadline to resign and receive \$64 per day for unused general leave
- March 1, 2025 – Deadline to submit written request to HR to participate in the USD 232 Retirement Program
- May 1, 2025 – Deadline to resign and receive \$40 per day for unused general leave
- May 1, 2025 – Deadline to retire and receive \$104 per day for unused general leave
- May 16, 2025 – Deadline for BOE to give notice to “non-renew” professional employees
- May 30, 2025 – Deadline for Professional Employee to resign and be released from 2025-26 school year contract (without BOE release)
- June 15, 2025 – Deadline to submit Tuition Reimbursements to HR for the 2024-25 fiscal year

Liquidated Damages for Late Resignation *(See page 11 for more details)*

The Board of Education will accept resignations from professional employees for the succeeding school year without restriction if tendered on or before the date established by Kansas law. For resignations tendered after the date established by Kansas law, liquidated damages may be enforced by the Board.

Date of Resignation	Liquidated Damages
From statutory date to June 30	\$ 500.00
From July 1 to July 31	\$1,500.00
From August 1 to remainder of contract	\$2,500.00

Professional Negotiated Agreement

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PREAMBLE

This agreement is made and entered into on this 1st day of July 2024, by and between the Board of Education of Unified School District No. 232, Johnson County, State of Kansas, and the De Soto Teachers' Association. This agreement will support goals and objectives of the current District Mission.

The items described and provided for in this Agreement shall be included by reference in the individual contract of each Professional Employee, except administrative employees, of Unified School District No. 232, Johnson County, State of Kansas; and shall have the same force and effect as though fully stated herein.

ARTICLE I: RECOGNITION

The Board of Education recognizes the De Soto Teacher's Association as the exclusive bargaining representative for all persons who are covered by this agreement. This recognition is extended and the agreement is entered into pursuant to K.S.A. 72-2218 et. seq.

ARTICLE II: DEFINITIONS

When used in this Agreement, the following terms will have the following meanings:

1. **School District (or District):** Unified School District No. 232, Johnson County, State of Kansas, with administrative offices located at 35200 W. 91st Street, De Soto, Kansas 66018-8420.
2. **Board of Education (or Board):** The Board of Education of Unified School District No. 232, Johnson County, State of Kansas.
3. **Association:** The De Soto Teachers' Association, affiliated with the Kansas National Education Association (KNEA) and the National Educational Association of the United States (NEA).
4. **Professional Employee:** All persons employed by the School District on a part-time or full-time basis, who are in professional, educational, or instructional positions that require a license issued by the Kansas Department of Education, but shall not mean any such person who is an administrative employee, substitute teacher, School Improvement Specialist, building level nurse, district level nurse (Supervisor or Health Services Coordinator), special education related service positions, or any person who began receiving KPERS benefits after July 1, 2007.
5. **School:** Any attendance facility or other facility operated by the District.
6. **Bargaining Unit:** Shall include all Professional Employees as defined in Article II, Section 4. Membership in the bargaining unit shall be based upon the Professional Employee's assignment within the District and not solely on the license held.

ARTICLE III: LICENSED PERSONNEL

A. Permanent Teaching Personnel

1. Licensure

- a. All Professional Employees employed must hold appropriate licensure for the position as provided by the Kansas State Board of Education or appropriate state agency.
- b. If the Professional Employee is accepting employment in a position at Starside and/or Riverview Elementary, one of the following options must be met in order for continued employment and fulfillment of the contract.
 1. ELL Endorsement included and noted on Kansas Teaching License by September 20 of the current school year.
 2. Enrollment in an approved English Language Learner College Course by September 20 of the current school year. Continuous enrollment in an approved program must also be maintained throughout employment with the district. Proof of successful completion of the program and Praxis exam completion must be attained within three years of employment with the ELL endorsement then noted on the Professional Employee's Kansas Teaching License by the end of the current school year.
- c. On or before the first contract day new Professional Employees will file with the Superintendent of Schools an active teaching license issued and/or approved by the Kansas State Board of Education.
- d. Current Professional Employees will provide new or renewed licensure to the Human Resources Department upon notification of approval from The Kansas State Department of Education. New or renewed licensure may be provided electronically.
- e. No payment for services pursuant to this agreement will be made if the Professional Employee does not hold approved licensure.

2. Transcripts

- a. Professional Employees shall file with the Superintendent of Schools an official transcript of college credits. It must bear the seal of the institution and signature of the registrar.
- b. Transcripts must be on file by September 1 of the school year in which they are to apply.

3. Physical Examination

All Professional Employees are required to have on file with the Human Resource office a Kansas Certificate of Health. Any licensed medical practitioner may make an examination and sign certificates. The Board of Education may require additional health certificates when required by the State of Kansas.

4. Assignment

Insofar as possible, staff assignments will be made upon the recommendation of the Superintendent of Schools at the time of employment and in all cases will be made in the interest of the instructional program. If a change is anticipated in either a primary or supplemental assignment, the Professional Employee will be notified by letter as soon as possible.

5. Responsibilities and Duties

All Professional Employees are directly responsible to the Principal of the building in which they are assigned, or identified direct supervisor, and shall fulfill the duties and responsibilities established through Board Policy. The Board Policy may be found at <https://www.usd232.org/board>.

B. Temporary and Part-Time Teaching Personnel

1. Part-time Professional Employees

Will be employed in the same manner as permanent teaching personnel on the basis of a pro-rated salary and District benefits as determined by their qualification and that part of the school day for which they are employed.

2. Job-Sharing Opportunities

- a. The Board of Education supports job-sharing opportunities that may enhance both professional and personal development for licensed staff members, without distracting from educational services to students or the District.
- b. Job Sharing means that two (2) staff members will actually share one (1) full-time position. District provided benefits will be split according to full-time equivalency (FTE) or awarded to one of two participating staff members. Benefit costs will not exceed 1.0 FTE. However, the amount of time that each staff member devotes to the job is determined by the partners, so long as the total time devoted by the job-sharing partners equals one (1) full-time position.
- c. Job-sharing is different from team teaching. Team teaching requires both teachers to be on the job full-time. Job-sharing is also different from part-time employment, where the position itself calls for less than a full-time staff member and the hours are not flexible.

- d. The District will consider one (1) job-sharing proposal from two (2) non-probationary staff members who desire such an opportunity. Job-sharing is limited to two (2) positions per building. The building Principal (primary evaluator) will conference with the partners requesting the job-share position to explain the outcome of the proposal.
- e. New job-sharing requests and annual renewals shall be made in writing to the Human Resource office on or before January 15th, unless extraordinary circumstances arise.
- f. Employees who job-share shall both attend the Back-to-School activity and parent-teacher conference full-time and will share, at their discretion, the additional required activity, at no additional compensation.
- g. Employees who job-share are required to attend all professional in-service days, at no additional compensation.
- h. The job-sharing partners will substitute for one another on a daily basis, when possible, at the established substitute daily rate of pay. If either job-sharing employee requires a substitute for more than ten (10) consecutive days, the other partner will substitute, when possible, at his/her daily rate.
- i. Each member of the job-share team will maintain his/her individual seniority and will be given one year of seniority for each year of teaching.
- j. Due to the responsibility placed upon the District for education services, in all cases, the District shall be the sole determiner of a satisfactory employment agreement and such determination shall not be subject to grievance or contest by the employee.

C. Activities

1. Professional Meetings

- a. The attendance of Professional Employees at conference, conventions and workshops outside the District must be directly related to goals and objectives of the District mission.
- b. A request by a Professional Employee to attend a conference, convention, or professional meeting during the school year must be made at least ten (10) days in advance, must be recommended by a designated building-level committee of staff members and be approved in writing by the Professional Employee's Principal and designated District Administrator.

- c. A personal leave day will be used by any Professional Employee receiving compensation for consulting work from outside agencies, other than reimbursement for expenses.

2. Non-School Employment

Professional Employees employed by this District shall not enter into non-school employment that interferes with the performance of their contracted duties.

D. Private Tutoring

The District does not provide nor promote private tutoring. However, if a student or parents decide that private tutoring is necessary, the following guidelines will apply:

1. A parent or pupil may discuss the advisability of private tutoring with a teacher, counselor or building principal. District personnel are encouraged to cooperate with parents, students and tutors.
2. It is the responsibility of a parent and tutor to agree on a location and fee for tutoring.
3. A Professional Employee may not provide private tutoring for compensation during the contract day.
4. Students may be encouraged, but not required, to take private lessons or secure private tutoring during non-school hours.
5. Any staff member providing private tutoring for compensation on USD 232 property must complete a Facility Use Agreement and comply with all facility use requirements. However, the facility-use fee will be waived for all certified teachers under contract with the district.
6. Any/all arrangements for private tutoring for compensation by USD 232 employees on USD 232 property must be reported in advance to the building principal for the purpose of ensuring all requirements are met.

E. Itinerant Teacher Duties

1. When a Professional Employee is assigned to two (2) or more buildings, the Professional Employee shall not be required to attend more than one (1) faculty meeting per week. In the event of a conflict between building faculty meetings, the Principals involved will determine which faculty meeting the Professional Employee is to attend. If an agreement cannot be reached, the final decision will be made by the Superintendent of schools.

2. An itinerant teacher shall only be assigned contract day duties in proportion to the time the itinerant teacher spends in the building in question.
3. Each itinerant teacher shall be allowed between ten (10) and thirty (30) minutes for travel time between buildings, depending upon the distance involved. The supervisor shall determine travel time guidelines.

F. Liquidated Damages for Late Resignation

The Board of Education will accept resignations from professional employees for the succeeding school year without restriction if tendered on or before the date established by Kansas law.

For resignations tendered after the date established by Kansas law, liquidated damages may be enforced by the Board. The Professional Employee must provide a minimum of 10 contract days' notice of resignation, counted from the first contract day after the written resignation notice is tendered. The Board may waive liquidated damages for unforeseeable circumstances. Refer to the liquidated damages scale. If enforced, payment must be made to the Board when the contract release is granted.

Date of Resignation	Liquidated Damages
From statutory date to June 30	\$ 500.00
From July 1 to July 31	\$1,500.00
From August 1 to remainder of contract	\$2,500.00

In the event the educator terminates employment in the District without compliance with Board policy, the Board may contact the Professional Practices Commission according to Kansas Statutes.

ARTICLE IV: ASSIGNMENTS, VACANCIES and TRANSFERS

A. Assignments

Professional Employee assignments are by building and position. [For example, *Starside Counselor* and *Mill Valley Social Studies teacher*.] Assignments will be made based upon qualifications of the person, need for the position, and the recommendation of a Director of Human Resources. Examples of change in position include, but are not limited to, transfer from a teaching position to media specialist, or counselor, or school psychologist, etc. Unless notified differently, internal candidates interested in transfer to a different position will be required to submit a letter of interest, resume, and a Certified Transfer Request form.

B. Vacancies

As vacancies arise within the staff, they will be posted on the Unified School District 232 website under the Human Resources Department. Vacancies are posted as soon as possible once a vacancy is confirmed. Human resources will notify by e-mail all staff of the vacant certified assignment at the time it is posted. Vacancies will be posted for a minimum of two (2) days prior to being filled. The posting will include the assignment and the date of posting.

C. Transfers

As used herein, the term “transfer” shall mean a change in employment assignment initiated by a Professional Employee or Administrator. Transfers include a change to the building and/or position for which the employee is licensed.

1. Change in Position

- a. Any Professional Employee who desires to transfer within the building (intra-building) will be given first consideration.
- b. The Principal will conference with the employee regarding the change in position.
- c. Change in position requests will be considered, but not be binding on the Principal and Superintendent.
- d. Upon request, the Principal has an obligation to share with the Professional Employee why his/her request was not granted.

2. Change in Building

- a. Any Professional Employee who desires to transfer to a different employment assignment within the District (inter-building) should express a preference for

building assignment, grade level/subject area, hourly schedule, and special assignments by stating such preferences in writing on or before February 1st or within two (2) business days of vacancy announcement. This process will be suspended from July 15th to September 1st if the posted vacancy is after July 15th. A transfer application (Certified Request for Transfer Form is available in the [Human Resources Intranet](#)) must be made on a designated form and signed by the employee requesting transfer, current building administrator, and Human Resources office. An updated resume, supporting materials, and letter of recommendation from the Professional Employee's current building administrator may also be submitted with the transfer application form to the HR Department.

- b. Professional Employees may cancel requests for transfer by sending notification, in writing, to Human Resources. After action is taken on a transfer request, a Professional Employee may not withdraw the request without administrative approval.
- c. Transfer Actions
 - (1) The Professional Employee shall be given consideration for vacancies as they occur and before new teachers are employed to fill the vacant positions. Consideration may include, but is not limited to, review of resume, recommendation letter, and supporting materials; or a personal interview.
 - (2) If more than one Professional Employee has applied for the same vacant position, factors to be considered will include: seniority, KSDE licensure, experience in the grade level(s) or subject area(s), total years of experience, and the receiving Principal's determination of the staffing needs of the building.
- d. The receiving Building Principal will make a recommendation to a Director of Human Resources, or designee, regarding approval or denial of the transfer request. Final approval or denial of transfer requests shall be made by a Director of Human Resources. All Professional Employees who request a transfer may request and be granted feedback from the Principal of the building to which the transfer had been requested.

3. Administrator-Initiated Transfers

- a. From time to time, circumstances may exist to administratively transfer professional staff from one assignment to another. Administrator-initiated transfers will be limited to changes in building location and not include changes to position. An administrative-initiated transfer or reassignment will be based on certain circumstances or to prevent undue disruption of the instructional

program. If the administrator-initiated transfer or reassignment is necessary, a primary factor to be considered prior to action on assignment and transfers is KSDE Licensure. Additional factors to be considered are district seniority, building seniority, and total years of experience.

- b. An administrative-initiated transfer shall be made only after a meeting between the Professional Employee involved and the Building Administrator has taken place. The Professional Employee may elect to be accompanied by a representative of his/her choice at all stages of this process including the initial meeting, with prior notice provided to the administrator. The Professional Employee shall be given reasons for such transfer at the time the verbal notification of transfer is made.
- c. A list of vacant Professional Employee positions in the District shall be made available in writing to all Professional Employees being administratively transferred, including vacancies in the current building. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- d. Professional Employees involved in an administrative-initiated transfer shall have preference over those seeking voluntary transfer in regard to choice among the vacant assignments based upon licensure, qualification, and seniority.
- e. Upon determining the placement of the Professional Employee, a second personal conference will be held with written notice of transfer provided. This written notice shall include the building to which the Professional Employee is assigned, grade level, and/or subject matter to be taught.
- f. If a transfer is deemed necessary after the school year has begun, a minimum of three (3) school days will be granted for the Professional Employee to make preparations for the new assignment to provide for a smooth transition from the old.

4. Change to Grade Level (Elementary) or Department/Subject Area (Secondary)

- a. Changes to the grade level (elementary) or department/subject area (secondary) a Professional Employee teaches are not considered transfers. If the grade level or department/subject area a Professional Employee is to teach is changed while remaining in the same building, the Professional Employee's principal will meet with the Professional Employee to explain the need for change. Professional Employees will only be moved to grade levels or departments/subject areas for which they are appropriately licensed.

- b. When considering movement of staff within the building, principals will first account for student enrollment needs. The principal will speak with staff that may be affected and ask if any Professional Employee is interested in changing grade level or department/subject area. Although volunteers will be sought, final decisions about movement of staff will be based on the best interest of student needs, team dynamics, educational programs, and district and building seniority.

ARTICLE V: TRANSFER/REASSIGNMENT FOR NEW FACILITIES

1. In the semester prior to the opening of a new building, a staffing plan will be developed by a Director of Human Resources based on District staffing standards and anticipated student enrollment.
2. In the semester prior to the opening of a new building, the Human Resources Department will distribute to all current Professional Employees a listing of all openings identified in the new building staffing plan.
3. Current Professional Employees will be given an opportunity to apply for a transfer to the new building using the Inter-Building Transfer Policy (see Article IV, C. 2.).
4. Current Professional Employees shall be given consideration for vacancies before new teachers are employed to fill the vacant positions.
5. First consideration will be given to the Professional Employees who request transfers from buildings that are declining in enrollment due to the boundary changes.
6. No more than 50% of Professional Employees in a grade level or subject area may transfer from an existing school in any one school year without administrative approval.
7. If the number of Professional Employees in the building configuration expressing a preference to go to the new facility fails to reduce the anticipated number of open positions, the regular administrative-initiated transfer procedures will be utilized.
8. When a reduction in the number of faculty positions in an existing school occurs as a result of realignment of attendance boundaries, the same transfer procedures provided in this section shall be applied.

ARTICLE VI: REDUCTION IN FORCE PROCEDURES

As a result of authority granted to the Board of Education by the Kansas Constitution and Kansas statutes, the Board has the responsibility of determining composition of the professional staff necessary to implement and maintain educational programs of the District. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of Professional Employees employed by the District. It is the policy of this District to use normal attrition of staff; i.e. resignations, retirements, leaves of absence, as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be sufficient to achieve the necessary reduction of professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this policy. The positions to be reduced will be in line with the instructional needs of the District and not the extracurricular needs of the District.

A. **Definitions** – As used in this policy, the following terms will have the following meanings:

1. “Professional Employee” shall mean all persons as indicated in Article II. 4.
2. “Days” shall mean business days.
3. “Temporary Professional Employee” shall mean a Professional Employee who is employed on a non-continuing contract.
4. “Probationary Professional Employee” shall mean an employee who has not completed four (4) years of service with the District.
5. “Permanent Status Professional Employee” shall mean a Professional Employee who has reached non-probationary status.
6. “Seniority” shall mean the period of most recent, continuous, and uninterrupted employment with the District, as determined from the effective date of employment. However, an approved leave of absence shall not be construed as an interruption of continuous employment.
7. “Subject areas” shall mean general curricular areas such as mathematics, English, foreign languages, social studies, etc.
8. “Certification” shall mean possession of an endorsement or license to teach a subject area, grade level or certain category of students.

9. "Performance" shall include evaluations for the three (3) most recent years, recognition by professional organizations, community organizations, and/or peer groups for achievement in the teaching profession and other professional accomplishments.

B. **Procedure** – Whenever the Superintendent of Schools determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, the Superintendent will notify the Board of Education and the President of the Teachers' Association that there is a need for the reduction of professional staff and the reasons for further reductions. The Superintendent will recommend to the Board of Education those Professional Employees who should be terminated or non-renewed. Any reduction of professional staff will occur on a district-wide basis.

C. Criteria

1. In determining which Professional Employees shall be recommended for termination or non-renewal, the Superintendent will consider a combination of the following factors:
 - a. Type of positions that need to be filled;
 - b. District seniority;
 - c. Experience in teaching specific subject areas;
 - d. Licensure; and
 - e. Performance.
2. The Superintendent will consider Professional Employees for termination or non-renewal in the following sequence:
 - a. Temporary Professional Employees
 - b. Probationary Professional Employees
 - c. Permanent Status Professional Employees

D. Recall Procedure

1. The Professional Employee who has been terminated or non-renewed as the result of a reduction in force pursuant to this article shall be offered re-employment with the District for a period of two (2) years following the date the Professional Employee was terminated or non-renewed. Such re-employment shall be offered when a vacancy occurs for which the Professional Employee is licensed at the time of the enactment of this article. Any Professional Employee who was terminated or non-renewed as

the result of a reduction in force shall be given preference for short-term substitute teaching positions with the District.

2. The Professional Employee will be notified of recall by phone at the Professional Employee's phone number on file with the District. It shall be the responsibility of the Professional Employee to ensure that the District has a record of his or her current telephone number(s). The District will simultaneously notify the Teachers' Association of the recall. The Professional Employee will have three (3) business days to accept or reject the offer of re-employment. Upon acceptance or rejection of the re-employment offer, the District will send the Professional Employee a confirmation letter. The Professional Employee must report as directed, which will be no sooner than ten (10) business days after the acceptance of re-employment.
3. If the Professional Employee rejects re-employment or fails to report as directed, such action or failure to act shall be construed as a resignation. Acceptance of an employment contract with another school district will result in the Professional Employee being taken off the recall list. The Professional Employee is expected to notify the USD 232 Human Resource Department within two (2) business days if he/she enters into a professional contract or work agreement with another school district.
4. No person new to the District shall be employed to fill a vacancy if there is a Professional Employee on the recall list who is qualified and licensed to fill that position.
5. Neither credit on the salary schedule nor other benefits shall accrue for the period of time the Professional Employee is on the recall list. If re-employed by the District, he/she shall be entitled to placement on the salary schedule according to his/her experience and education level. Upon re-employment, a Professional Employee shall be entitled to all previous accumulated leave and other benefits accrued during his/her period of employment with the District prior to the reduction in force.

E. Miscellaneous

1. No action may be taken under this policy if it will result in a violation of federal, state or local laws or regulations.
2. No Professional Employee terminated or non-renewed due to a reduction in force will be entitled to receive compensation from the District after the effective date of the termination or non-renewal and during the recall period.
3. Nothing in this policy shall require the promotion of a Professional Employee to a position of higher rank, authority, or compensation, even though the professional employee who qualifies for termination or non-renewal as a result of a reduction in force pursuant to this article is licensed for the promotional position.

ARTICLE VII: TEACHER EVALUATION

A Teacher Evaluation Advisory Committee will be comprised of representatives from the De Soto Teachers' Association (three elementary, three middle school and three high school teachers from both grade level/content and exploratory classrooms) and five (5) representatives of the Board of Education. Should the Kansas State Department of Education (KSDE) mandate change, this committee will be convened to begin making any necessary changes and/or updates.

Written evaluations of Professional Employees shall comply with procedures established by Unified School District No. 232. Those procedures shall be placed on file with the Kansas State Department of Education. All certificated employees are to be evaluated as follows:

1. All evaluations are to be in writing and the evaluation documents and responses thereto shall be maintained in the individual's personnel file for a period of at least three (3) years.
2. Every Professional Employee, in the first two (2) consecutive school years of employment with the District, shall be evaluated at least one (1) time per semester, but not later than the 60th school day of the semester; except that any Professional Employee who is not employed for the entire semester shall not be required to be evaluated.
3. Every Professional Employee, during the third and fourth years of employment with the District, shall be evaluated at least one (1) time each school year, but not later than February 15th.
4. Every Professional Employee shall be evaluated at least once every three (3) years, but not later than February 15th.
5. Evaluations shall be conducted and prepared by the Professional Employee's immediate supervisor or by a person designated by the Superintendent of Schools.
6. A Professional Employee shall be entitled to receive a copy of any written evaluation to be placed in the Professional Employee's file. Within ten (10) business days after an evaluation document is presented to a Professional Employee, that employee may respond in writing to the evaluation document. Such response shall be placed in the Professional Employee's file.
7. Evaluation documents and responses will be made available for inspection and copying to only those persons specified in Kansas statutes.
8. A copy of the DTA ratified and USD 232 Board approved evaluation system process and procedures are available on the USD 232 [HR Intranet](#).
9. Copies of USD 232 Board approved evaluation forms that include the evaluation criteria are available on the USD 232 [HR Intranet](#).

ARTICLE VIII: EMPLOYMENT-RELATED ASSAULT

Every incident of employment-related assault upon a Professional Employee shall be immediately reported to the building Principal or immediate supervisor. The District may provide legal counsel to advise a Professional Employee of his or her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities or to assist with the recovery of property loss. If any legal action is taken against a Professional Employee, by any person, as the result of the Professional Employee's lawful actions in the scope of his or her employment duties, taken in good faith and without fraud or malice, the District shall provide legal counsel for the Professional Employee's defense.

Any request by a Professional Employee for a legal defense pursuant to this paragraph shall be made in writing to the Board within 15 business days following service of process on the Professional Employee.

ARTICLE IX: GRIEVANCE PROCEDURE

A. Purpose

Free, easy and effective communication between Professional Employees and the administrative staff is a mutually important objective. The purpose of this grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may from time-to-time arise and which affect the terms and conditions of professional service. Both parties agree that these proceedings shall be conducted as informally and confidentially as may be appropriate at any level of the procedure. It is agreed that other methods of problem-solving shall continue to be available to Professional Employees and administrators. When problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation.

B. Definitions

1. A “grievance” is a complaint by a Professional Employee or a group of Professional Employees based on an alleged violation, misinterpretation, or misapplication by the District of a law, a state regulation having the effect of law, a written contract, board policy or administrative regulation.
2. A “grievant” shall mean the person or persons filing a grievance.
3. The term “days” shall mean business days, except when otherwise indicated.

C. Procedures

1. Level One

Within ten (10) days following the occurrence of the event which is the subject of a grievance, the Professional Employee may file a written grievance with the Principal or immediate supervisor. The grievance shall be filed on a form provided by the District on the [HR Intranet](#). The Principal or immediate supervisor will arrange for a meeting with the grievant to take place within five (5) days of receipt of the grievance. The Principal will provide a written decision to the grievant within five (5) days of the Grievance Conference.

2. Level Two

In the event the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within five (5) days after receipt of the Principal’s decision, submit the written grievance to a Director of Human Resources. A Director of Human Resources will arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. A Director of Human Resources shall have five (5) days following such meeting in which to provide a written decision to the grievant.

3. Level Three

In the event the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within five (5) days after receipt of a Director of Human Resources decision, submit the written grievance to the Superintendent of Schools. The Superintendent will arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. The Superintendent shall have five (5) days following such meeting in which to provide a written decision to the grievant.

In the event the grievant is not satisfied with disposition of the grievance at Level Three, the grievant may, within five (5) days after receipt of the Superintendent's decision, submit a written request for advisory arbitration of the grievance. The Superintendent shall appoint one (1) member of the arbitration panel, the grievant shall appoint one (1) member of the panel, and the Superintendent and grievant shall attempt to mutually agree on a third member of the panel, who shall serve as the chairperson. In the event the third member of the panel cannot be mutually agreed upon, the names of six (6) arbitrators shall be collected and one (1) name shall be drawn from the collection in order to determine the third member of the panel. At a mutually agreeable time and place, the arbitrators and parties will convene to hear the grievance. Within five (5) days following the conclusion of the hearing, the arbitration panel shall render its written decision to the grievant and the Superintendent.

4. Level Four

If the recommended resolution of the grievance is not satisfactory to the grievant and/or the Superintendent, either such person may submit the grievance to the Board of Education within five (5) days of receipt of the arbitration panel decision. Either the grievant or the Superintendent may send a letter to the Clerk of the Board requesting a hearing. Within twenty (20) days thereafter, two (2) members of the Board of Education shall conduct a hearing concerning the grievance. The grievant shall be notified at least three (3) days in advance of the time, date and location of the hearing. Within ten (10) days of the conclusion of the hearing, the Board shall notify the grievant and the Superintendent of its decision. The decision of the Board shall be in writing and shall be final.

D. General Provisions

1. At each level of the formal grievance procedure, a Professional Employee may appear with or without a representative of the Professional Employee's choice. Such representative may act on behalf of the Professional Employee, except the actual filing of the grievance.
2. The inclusion of time limits in the grievance procedure is for the purpose of ensuring prompt action. In circumstances where the Professional Employee does not pursue the next step of the procedure within the time period specified, unless there is a mutually

agreed written extension of time, the grievance shall be deemed to be settled and no further action by the administrative staff shall be required.

3. The filing of a grievance will not reflect unfavorably against any Professional Employee, but will be interpreted as an effort to improve relationships in, and the operation of, the District.
4. All grievances filed in writing shall:
 - a. Be signed by the grievant;
 - b. Be specific;
 - c. Contain a synopsis of all facts giving rise to the grievance;
 - d. Identify by article, section, paragraph and page number the statute, regulation, contract or policy which has been allegedly violated;
 - e. Contain the date of the alleged violation;
 - f. Specify the relief requested;
 - g. Contain a statement indicating how the alleged facts, as applied, resulted in the alleged violation; and
 - h. Be filed on a form provided by the District.

If a grievance is rejected for failure to comply with this paragraph, the grievant shall have five (5) additional days to re-file the grievance.

ARTICLE X: LEAVES OF ABSENCE

A. Definitions

1. "Leave" is defined as absence from duty for which no deduction is made in regular monthly or annual compensation of the employee, provided the Professional Employee has Accrued Leave to cover the absence requested.
2. "Days" is defined as days on which the employee taking leave would normally have reported for duty.
3. "Sick Leave" is defined as an absence from duty due to illness, medical and dental appointment, physical disability, or mental incapacity of the Professional Employee or a member of his/her immediate family for which approved leave will be allowed without deduction in pay, provided Professional Employee has Discretionary, Personal and/or Accrued Leave to cover the absence requested.
4. "Immediate family" shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.
5. **DISCRETIONARY LEAVE** is defined as an absence from duty for any reason the Professional Employee so chooses. All Discretionary Leave must be exhausted before Accrued Leave may be used.
6. **PERSONAL LEAVE** is defined as an absence from duty for any reason the Professional Employee so chooses. Personal Leave need not be exhausted before Accrued Leave is used.
7. **ACCRUED LEAVE** is defined as leave carried over from previous years which can only be used as Sick Leave.

Certified employees may apply for general and long-term leaves of absence in accordance with policies described below.

B. General Leave

Short term absences for leave (considered five or less consecutive work days) may be granted for approved reasons as outlined below, including personal illness, immediate family illness, bereavement leave, observance of denominational religious holidays and civic duty leave.

1. Discretionary Leave

- a. Full-time Professional Employees shall receive eight (8) days of Discretionary Leave and four (4) days of Personal Leave each year they are employed by the District. This leave will be available on the first report day of the contract year.

- b. The twelve (12) days of Discretionary and Personal Leave may be used for any reason the Professional Employee chooses, but all Discretionary Leave must be used prior to using Accrued Leave.
- c. The following options are available for unused Discretionary and Personal Leave:
Sell Back to the District – If the Professional Employee has used eight (8) or fewer Leave Days, the District will buy back unused Discretionary and Personal Leave at the current daily substitute rate of pay (could not exceed 12 days) to be paid by the June 30 payroll, subject to the following parameters:

Professional Employees with less than twenty (20) days Accrued Leave carryover may sell back to the District not more than one-half their current year leave. *Example: A Professional Employee has Accrued Leave carryover of ten (10) days from the prior year. The Employee would have twelve (12) days of leave added for the current year. The Employee uses two (2) days Discretionary Leave during the current year leaving an unused total of ten (10) days at the end of the year. The Employee would have the option to sell back not more than five (5) days to the District and would carryover not less than five (5) days to add to their Accrued Leave balance, which would not be less than fifteen (15) days going into the next year.*

A Professional Employee with twenty (20) days or more of Accrued Leave carryover may sell back to the District all or any number of days of their current year unused leave. *Example: A Professional Employee has an Accrued Leave carryover balance of thirty (30) days from the prior year. The Employee would have twelve (12) days of leave added for the current year. The Employee uses two (2) days Discretionary Leave during the current year leaving an unused total of ten (10) days at the end of the year. The Employee would have the option to sell back all ten (10) days or any number of those ten (10) days.*

The Professional Employee must submit an election form to the Payroll Department no later than the last Friday in April indicating their choice of current year leave buy back, subject to the above parameters.

- d. The District will comply with all provisions and requirements of the Family and Medical Leave Act of 1993.
- e. A Professional Employee shall be entitled to use leave in increments of 15 minutes.

2. Request for Leave

- a. Approval of the specific day or days for leave shall be the responsibility of the Building Principal or his/her designee in order to permit scheduling of substitutes, continuity with the instructional program, and preventing possible conflicts of District meetings.

- b. All requests for leave not of an emergency nature must be submitted via the Skyward System to the building administrator. Leave of one (1) day or less duration must be submitted 24 hours prior to the requested date of leave. Leave of more than one (1) day duration must be submitted five (5) days prior to use and must be administrator approved unless a violation of law.
- c. Leave not related to illness, bereavement, observance of denominational religious holidays and civic duty is limited to no more than five (5) consecutive days at any one time.
- d. For leave of an emergency nature, a request must be submitted within twenty-four (24) hours of returning to work. For purposes of this section, an “emergency” is an unforeseen combination of circumstances, or the resulting state, which requires immediate action, including illness.
- e. Except for Sick Leave, emergency conditions or extraordinary circumstances, such as a wedding, funeral (see bereavement), high school or post high school graduation and school sponsored graduation related activities, or military deployment of individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship, leave will not be approved for use during the first ten (10) or last five (5) contract days of the school year, professional development days, or parent-teacher conferences. Any day described herein that is taken with approval from the Building Principal or his/her Designee will be charged against the employee’s days of Discretionary Leave. (The Blockout Day Discretionary Leave Request Form can be completed via Skyward Employee Access.)
- f. Any days taken without approval will be docked at the District’s single daily cost of a substitute and a discretionary day taken from the staff member’s allotment. If the Professional Employee does not have any remaining discretionary leave the amount docked will be the Professional Employee’s daily rate of pay. Leave days must be properly submitted via Skyward in a timely matter. If not submitted within one (1) week of return from the Professional Employee’s absence, the staff member and principal will be reminded via email to submit the absence. Any absence then not submitted within three (3) business days from the date of the email reminder will be docked double the rate of substitute pay and the employee shall be subject to reprimand. Exceptions may be made for extenuating circumstances.
- g. A Professional Employee absent from work due to personal or immediate family illness, physical disability or mental incapacity beyond five (5) consecutive school days shall be required to submit to a Human Resources Director a written request for General Leave accompanied by medical certification verifying treatment and

the projected date of return to ensure compliance with the Family and Medical Leave Act (FMLA). Additional days may be granted by a Human Resources Director due to special circumstances.

- h. Short-Period Class Coverage: Professional Employees who require coverage for 60 minutes or less for personal needs may make arrangements with a colleague for coverage of duties. The Professional Employee will not have any leave deducted for such absences. Colleagues have the right to refuse such requests. Professional Employees shall obtain their building administrator approval for such arrangements.

3. **Bereavement Leave**

Bereavement Leave may be used in the event of a death within the Professional Employee's immediate family.

- a. For purposes of this section, immediate family shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.
- b. Up to three (3) days of Uncharged Bereavement Leave will be granted per occurrence.
- c. Up to five (5) days of General Leave may be used per death for the purpose of bereavement. In the event of an emergency, additional days may be granted by the Superintendent Designee. After current Discretionary Leave has been exhausted, if additional days are needed, the Professional Employee may use accumulated sick leave without exhausting Personal Leave.

4. **Observance of Denominational Religious Holidays**

A Professional Employee may use General leave for the observance of a denominational religious holiday.

5. **Jury Duty/Witness Leave**

Jury Duty/Witness Leave is defined as days of absences from duty if summoned for jury duty or required to testify in a court of law.

- a. A Professional Employee will be granted a leave of absence as necessary for the above described reasons. A written request for Jury Duty/Witness Leave must be made at least five (5) contract days in advance of the anticipated absence, if possible.
- b. The Professional Employee will be entitled to receive his/her regular salary during the period of absence. Any compensation received by the Professional Employee for jury duty or for serving as a witness may be kept by the Professional Employee.

No deduction of Short-Term Leave will be made for Jury Duty/Witness Leave.

6. Job Related Assault

- a. Whenever a Professional Employee is absent as a result of personal injury caused by battery arising during the course of his/her professional duties, the District shall compensate the Professional Employee at his/her full daily rate of pay, and shall not deduct days from the Professional Employee's accumulated sick leave for up to five (5) days or until the employee becomes eligible for workers' compensation benefits. Once the Professional Employee becomes a recipient of workers' compensation for any days of work missed due to battery: (1) the salary of the Professional Employee will be reduced by the amount the employee receives in benefits and leave time will be charged against the employee's accumulated total; or, 2) if the Professional Employee does not have sufficient accumulated leave and/or the Professional Employee chooses to receive only the workers compensation benefit paid to him/her, there will be no deduction in leave days.
- b. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attach a police report if such a report has been filed. The District shall have the right to have the Professional Employee examined by a physician in determining the length of time during which the Professional Employee is temporarily unable to perform duties, and that the disability is attributable to the injury resulting from the battery. The determination of the District chosen physician may be appealed to the Superintendent. The Superintendent's decision is final and is not subject to a grievance or any other appeal or hearing.

7. Sick Leave Pool

A sick leave pool is available to Professional Employees. The purpose of this pool is to assist Professional Employees who suffer prolonged or catastrophic illness. The sick leave pool may also be used for critical health care of "immediate family" as defined in the Professional Negotiated Agreement. The sick leave pool is not intended for use by individuals who have depleted their sick days and experienced short-term illness or disability (See Appendix D).

C. Purchase of General Leave

1. Upon termination of employment with the District, a Professional Employee shall be entitled to receive pay for each day of unused General Leave on the following basis:
 - a. Option 1 - \$84.00 per day provided written notice is received by December 15th.
 - b. Option 2 - \$74.00 per day provided written notice is received by January 15th.
 - c. Option 3 - \$64.00 per day provided written notice is received by March 1st.
 - d. Option 4 - \$40.00 per day after March 1st if written notice is received by May 1st.

However, a Professional Employee will not be entitled to receive pay for unused leave if the Professional Employee fails to fulfill his/her employment contract or fails to submit a written notice on or before May 1st. Unused leave may be paid to a named beneficiary in case of death.

2. Any Professional Employee with accrued leave in excess of 130 days by June 30th of each year will be compensated at the current daily substitute rate of pay for each day of unused leave in excess of the 130 days. However, a Professional Employee will not be entitled to this payment if he/she fails to fulfill his or her employment contract or fails to submit a written resignation from employment on or before the date established by Kansas Statute*.

**Please refer to Important Dates/Deadlines at the beginning of this document.*

D. Long-Term Leave

Long-Term Leaves are defined as absences of eleven (11) or more consecutive work days which the Professional Employee would normally be required to report.

During all approved Long-Term Leave, employees will not lose existing length of service or coverage under the retirement system of Unified School District 232. Time on Long-Term Leave will not count as service for purposes of accruing General Leave.

Professional Employees present at work for at least 120 contract days during the school year will be eligible for a salary step increase for the following school year's contract.

If a Professional Employee is not scheduled to return from Long-Term Leave before the end of a school year, he or she must notify the District by the statutory deadline* if he or she does not intend to return to work the following school year.

A Professional Employee who is not able to perform the essential functions of his/her position, does not request or is not entitled to reasonable accommodations, and/or does not request or is determined to not be eligible for General or Long-Term Leave will be terminated.

1. **Family Medical Leave**

The District will comply with all provisions of the Family and Medical Leave Act of 1993 (FMLA), including eligibility requirements. The poster published by the United States Government will be attached to the Negotiated Agreement as required by the law. In addition, the USD 232 procedures for implementing the Family and Medical Leave Act of 1993 will be posted on the [HR Intranet](#).

2. **New Baby/Adoption Leave** (For Professional Employees not eligible for FMLA.)

- a. Employees are entitled to unpaid leave during the period of disability due to prenatal care, birth of a child, or recuperation following the birth of a child. A maximum of 60

contract days, from the date of birth, may be granted. The leave cannot be taken intermittently.

- b. Employees are entitled to unpaid leave for the adoption of a child. A maximum of 60 contract days, from the date of placement, may be granted. The leave cannot be taken intermittently.
- c. At least 30 calendar days prior to the need for leave (when possible), an eligible employee must submit a written request for leave to the Superintendent or Designee (currently an HR Director). The request must state the number of contract days the employee is requesting leave, the leave start date and a proposed return date.
- d. If the employee wishes to continue group health benefits during this leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave for a maximum of 60 contract days. Any employee portion of the cost must be paid by the employee.
- e. Employees returning from this leave who are able to perform the essential functions of his or her position, with or without accommodations, will be returned to the same or equivalent position held when the leave commenced.
- f. Those employees who wish to take additional time off will need approval from Human Resources.

3. **Extended Injury/Illness Leave**

An eligible Professional Employee may request unpaid Extended Injury/Illness Leave beyond the entitlement established by the Family and Medical Leave Act of 1993.

- a. At least 30 calendar days prior to the conclusion of any eligible FMLA Leave (when possible), an eligible Professional Employee must submit a written request to the Superintendent or Designee (currently a HR Director) for extended unpaid leave because of a serious health condition that make the Professional Employee unable to perform the functions of the job. The request must state the number of contract days of leave the Professional Employee is requesting, the extended leave start date and a proposed return date.
- b. All applications for Extended Injury/Illness Leave shall be accompanied by medical certification which attests to the inability of the Professional Employee to continue his or her professional duties and an expected date for return to duty.
- c. This leave shall be limited to a maximum of one full semester in addition to any days remaining in the semester in which the extended leave began. The leave cannot be taken intermittently.

- d. If the Professional Employee wishes to continue group health benefits and life insurance benefits during Extended Injury/Illness Leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave. Any Professional Employee portion of the cost must be paid by the Professional Employee. Failure to make payments to the District for benefits will result in the District dropping coverage.
 - e. During approved Extended Injury/Illness Leave, Professional Employees will not lose existing length of service or coverage under the Retirement Program of USD 232. Time on leave will not count as service for purposes of accruing General Leave.
 - f. Individuals returning from Extended Injury/Illness Leave who are able to perform the essential functions of his or her position, with or without accommodations, will be reassigned using the transfers policy. The District will have fulfilled its obligation to the Professional Employee if no qualifying position becomes available within one year of the return-to-duty date, or if the Professional Employee does not accept within two (2) business days the offered position for which the Professional Employee is qualified.
 - g. If a Professional Employee is not able to return to work at the conclusion of the approved Extended Injury/Illness Leave and the Professional Employee does not qualify for Medicare, it is possible for the Professional Employee to purchase health insurance coverage from the District at the current Board paid fringe rate. This option is available for one (1) calendar year from the first anniversary of disability date. When the Professional Employee receives eligibility for disability benefits and Medicare, it is the Professional Employee's responsibility to notify the District immediately. Discontinuation of group health coverage will be coordinated with the Medicare eligibility date.
 - h. Professional Employees not electing to purchase health insurance coverage from the District at the current Board paid fringe rate or who otherwise lose health insurance before becoming eligible for disability benefits and Medicare may be eligible for COBRA continuation health coverage.
4. **Medical Leave** (for Professional Employees not eligible for FMLA)
Professional Employees who are not qualified for Family and Medical Leave as defined by federal statute because they work less than 1250 hours yearly or have worked for USD 232 less than 12 months may apply for Medical Leave of up to 60 contract days. This applies to the health of the Professional Employee, eligible family member and/or new baby/adoption leave.

For the purposes of this policy, a 12-month period will be calculated on a rolling backward year beginning with the employee's first day of Medical Leave.

- a. At least 30 calendar days prior to the need for leave (when possible), an eligible employee must submit a written request for leave to the Superintendent or designee. The request must state the number of contract days the employee is requesting leave, the leave start date and a proposed return date.
- b. An eligible Professional Employee must submit a medical certification which attests to the serious health condition and/or inability of the employee to continue their duties.
- c. If the Professional Employee wishes to continue group health benefits during this leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave for a maximum of 60 contract days. Any employee portion of the cost must be paid by the employee. Failure to make payments to the District for benefits will result in the District dropping coverage.
- d. If the Professional Employee has any discretionary or accrued leave available, they will be required to take the paid leave concurrently with Medical Leave, with the option of reserving four (4) personal days.
- e. Employees returning from this leave, will be returned to the same or equivalent position held when the leave commenced as long as they can perform the essential function.

5. Extended New Baby/Adoption Leave

Professional Employees who are full-time and have been employed for a minimum of one (1) year may request unpaid Extended New Baby/Adoption Leave beyond the entitlement established by the Family and Medical Leave Act of 1993.

- a. At least 30 calendar days prior to the conclusion of FMLA Leave (when possible), an eligible Professional Employee must submit a written request to the Superintendent or Designee (currently a HR Director). The request must state the number of leave days the Professional Employee is requesting, the extended leave start date and a proposed return date.
- b. Extended New Baby/Adoption Leave is limited to a maximum of one (1) full semester of unpaid leave in addition to any days remaining in the semester in which the extended unpaid leave began. It cannot be taken intermittently.
- c. During the Extended New Baby/Adoption Leave, the eligible Professional Employee may purchase health insurance coverage from the District at the current Board paid fringe rate. Failure to make payments to the District for benefits will result in the District dropping coverage. Professional Employees who elect to not participate in the District plan, or lose coverage, may be eligible for COBRA continuation health coverage.
- d. Individuals returning from Extended New Baby/Adoption Leave will be reassigned using the transfers policy. The District will have fulfilled its obligation to the

Professional Employee if no qualifying position becomes available within one (1) year of the return-to-duty date, or if the Professional Employee does not accept within two (2) business days the offered position for which the Professional Employee is qualified.

6. Military Leave

- a. In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), any Professional Employee, upon written request to the Superintendent or Designee, shall be granted leave to cover the length of his/her required service in the military forces of the United States of America. Each request for military leave shall be accompanied by a copy of the appropriate military orders.
- b. A Professional Employee who is eligible for military leave under federal or state law shall be entitled to leave for military service for up to five (5) years or as otherwise provided by law. During said leave, a Professional Employee will be entitled to contract pay minus the cost of a substitute for the remainder of the contract year. Any supplemental contracts that the Professional Employee is entitled will be paid up to 30 days. Additionally, service members are able (but are not required) to use accrued leave while performing military duty. If using accrued leave, then the cost of the substitute would not be removed from the Professional Employee's pay.
- c. If the Professional Employee is ordered to long-term active duty (over 30 days) the District will continue to pay all other District provided benefits the Professional Employee would have received for the remainder of the contract year. If the Professional Employee remains on leave after the contract year ends, the Professional Employee would have the right to continue benefits at cost to the Professional Employee while on leave for up to five (5) years or as otherwise provided by law.
- d. Professional Employees who are members of units of the National Guard or reserve forces of the United States, and who are required to attend training or other service by proper authority pursuant to the laws of the United States or of the State of Kansas, and not subject to the preceding paragraphs a through c, may apply for up to ten (10) days of uncharged leave minus the cost of the substitute teacher. Professional Employees who are required to attend mandated training or other service will select those duty options which would least interfere with the educational programming of the District.
- e. Professional Employees taking initial voluntary active duty training for the Reserves or National Guard will be on unpaid leave for the remainder of the contract year. The Professional Employee will have the option of continuing benefits at cost to the Professional Employee for the remainder of the contract year or 18 months, whichever is greater. An extension of the time to receive benefits may be granted by the Superintendent.

- f. The following time limits apply to application for and return to work from a military leave absent extraordinary circumstances that make compliance impossible through no fault of the Professional Employee. Upon completing less than 31 days of military leave, the Professional Employee must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period. For more than 30 days, but less than 181 days, the Professional Employee must make application for reemployment within 14 days of release from service. For more than 180 days, the Professional Employee must make application for reemployment within 90 days of release from service.
- g. Unexcused failure to meet the application and return time periods allowed above or required by federal or state law shall result in denial of reinstatement and subject the Professional Employee to the District's rules governing unexcused absences.
- h. A Professional Employee on military leave, who makes application to the District within the applicable time periods provided by law after the effective date of his/her release from active duty, and who is otherwise eligible for reinstatement, and absent circumstances where reinstatement is not required by law, shall be reinstated to the certified position(s) and supplemental position(s) that would have been held had the Professional Employee been continuously employed provided the Professional Employee is or can become qualified through reasonable efforts for that position, otherwise reinstatement will be to the certified position(s) and supplemental position(s) held at the time of the leave, again provided the Professional Employee is or can become qualified through reasonable efforts for that position, otherwise reinstatement will be to a similar or equivalent position, depending on the circumstances and subject to any applicable provisions of federal or state law. The Professional Employee's salary and benefit status upon return from military leave shall be the same as it would have been if leave had not been taken. Subject to requirements for reinstatement of Professional Employees returning from leave of less than 30 days, the District shall have a ten (10) day grace period to make arrangements for reemployment of the Professional Employee, and the District shall make every effort consistent with law and the wishes of the Professional Employee to minimize any possible adverse effect of employment changes on the educational program.
- i. In the event the requested military leave causes an undue curricular hardship to the education of the students of the District, the District reserves the right to notify the commanding officer who signed the orders, requesting an adjustment in the orders. If the District is not satisfied with the response, the District shall seek further assistance by calling 1-800-336-4590 to request a consultation with an officer in the National Committee for Employer Support of the Guard and Reserve, Office of the Secretary of Defense, 1735 North Lynn Street, Arlington, VA 22209.

7. Sabbatical Leave

- a. A sabbatical leave may be granted to a full-time non-probationary teacher to provide opportunity to engage in professional experiences related to the educational needs of the District having a major force on self-improvement and which also will have positive consequences for the teacher's students and co-workers.
- b. The Professional Employee requesting a sabbatical leave must have been employed in Unified School District 232 for the preceding five (5) consecutive years. The Professional Employee must not have been granted a sabbatical leave from the District during the five (5) consecutive years of service immediately preceding the current application. The Professional Employee will be guaranteed a teaching contract the following year provided the Professional Employee notifies the District by February 1 of his or her intent to return.
- c. Sabbatical leave may be for one (1) semester or it may be for one (1) contract year. The sabbatical leave is without pay and without continuation of employer paid fringe benefits. However, Professional Employees on sabbatical leave may continue to participate in the District's health insurance at the Professional Employee's expense. The Professional Employee returning from sabbatical leave shall be entitled to fill the position he or she vacated, or a comparable position within the building level, or a position for which he or she is certified. He or she shall be placed at the position on the basic salary schedule he or she would have attained had he or she been employed in the District during said period.
- d. Administrative Regulations "Requesting and Selection" will appear in the Board Policy Manual.

8. Absence Due to Personal Injury – Workers Compensation

Whenever a Professional employee is temporarily absent from school due to a personal injury suffered on the job and is temporarily unable to perform the Professional Employee's duties, and the injury is not the result of the Professional Employee's own negligence, the Professional Employee may, at the Employee's option, use current year and/or accumulated sick leave to supplement their income beyond the worker's compensation payments or award made for temporary disability because of said injury, not to exceed the Professional Employee's regular daily rate of pay.

ARTICLE XI: FRINGE BENEFITS

A. Paid Benefits

The Board of Education will provide a single health and dental membership, with a jointly agreed upon provider. In addition, life insurance and a short term disability salary protection plan will be provided by the Board. A Fringe Benefits Committee, which will include representatives from the district's Leadership Team, classified staff, and the De Soto Teachers' Association, will convene to explore various benefit options related to each of the provided benefit plans. In the event two married professional employees are employed by the Board of Education, the Board payment to each of the two professional employees may be pooled.

B. Salary Reduction Plan

The Section 125 Fringe Benefits Plan will include the following:

1. Family health and dental premiums;
2. Non-reimbursed medical expenses;
3. Dependent care expenses;
4. Additional life insurance;
5. Cancer insurance;
6. Additional salary protection (disability) insurance; and
7. Tax-sheltered annuities (e.g., 403(b) and 457(b) plans).

One-half (1/2) of the service charge for participation in the Section 125 Cafeteria Fringe Benefits Plan will be paid by the School District and one-half (1/2) by the participants.

C. Tuition Reimbursement

1. The Professional Employee shall be entitled to reimbursement in an amount not exceeding \$500.00 per fiscal year (July 1 – June 30) for tuition expense incurred for the purpose of enrolling in courses at an accredited institution if the courses are part of the Professional Employee's Individual Development Plan.

The Professional Employee seeking reimbursement for such expenses shall comply with normal District procedures for reimbursement of expenses including presentation of receipts, bills, vouchers, etc.

2. The District may offer additional tuition reimbursement programs for employees seeking advanced degrees or licensure in areas of high need. Guiding parameters and operation of each program shall be established by mutual agreement of the De Soto Teachers' Association and representatives of the USD 232 Administration.
3. Professional Employees receiving reimbursement under section 2 will not be eligible for tuition reimbursement in section 1.

ARTICLE XII: PROFESSIONAL EMPLOYEE COMPENSATION

A. District Compensation

The District shall compensate all Professional Employees in accordance with the salary schedule indicated in Appendix A-1. An advisory salary schedule committee may be created to review the salary schedule on an annual basis. This committee shall be limited to four Board of Education representatives and four De Soto Teachers' Association representatives. Additional individuals may be invited to specific meetings to provide information. This committee will submit written recommendations for salary schedule changes to the negotiations teams after February 1st of each year. Salaries of Professional Employees regularly employed by the Board of Education for the first semester shall be based upon official evidence on file in the Office of the Superintendent by September 1 of each school year. All Professional Employees shall be required to possess license appropriate for their employment duties.

B. Payday Notification

Professional Employees will receive a schedule at the beginning of the school year stating the dates paychecks will be issued each month. This same schedule shall state the final date each month for submitting extra-duty hours to the Business Office.

C. Extra-Duty Assignments

Those assignments requiring additional responsibility, travel, or time beyond the regular school day or term are enumerated on the extra-duty schedule. Compensation for those extra-duty assignments shall be as indicated on the extra-duty pay schedule (Appendix C).

D. Supplemental Positions and Salary Schedule

1. The supplemental positions listed in Appendix B-1 are extracurricular assignments in addition to normal teaching duties. Compensation for such assignments shall be as indicated in the Supplemental Pay Schedule (Appendix B-2). An advisory supplemental committee will be created to review the Supplemental Pay Schedule on an annual basis. This committee shall be limited to five Board of Education representatives and five teachers. The teachers will be chosen by the De Soto Teachers' Association. Additional individuals may be invited to specific meetings to provide information. This committee will submit written recommendations for supplemental changes to the negotiations teams after February 1st of each year.
2. Professional Employees who choose to accept lunch time student supervision will receive \$5.00 per lunch shift as well as one free school lunch each day they have lunchroom supervision responsibilities.
3. An elementary teacher who is required to absorb students from another classroom, due to unavailability of a substitute teacher, will be paid for one hour at the in-house coverage rate for up to a half-day or two hours more than a half-day.

4. An elementary specials teacher who is scheduled to teach students from more than one class section, due to the overall number of class sections in the building, will be paid for twenty minutes at the in-house coverage rate for each such section per day.
5. The Professional Employee, upon being issued a supplemental contract, may choose to receive compensation for the supplemental during the season or over the entire 12-month contract.

E. Reimbursement for Mileage

Mileage for approved travel outside the District will be reimbursed at the rate specified by the State of Kansas. Travel between schools in the District, when approved by the Superintendent, will be reimbursed at the same rate.

F. Credit for Professional Experience

At the time of employment with the District, a Professional Employee shall be entitled to receive credit on the salary schedule for prior teaching experience. Such prior teaching experience must be in an accredited school and must be approved by the Superintendent or their designee. The Professional Employee shall be entitled to a maximum of 20 years of credit (step 21). Additional years of credit may be honored for positions considered hard to fill.

G. Salary Enhancement through In-Service Credits

Professional Development Points approved by the Professional Development Council, in accordance with the PDC Handbook, shall be used by professional employees for re-licensure and/or advancement on the salary schedule. Twenty (20) points approved for both re-licensure and advancement will equal one (1) college hour. The Professional Development Council will review the PDC Handbook on an annual basis and any changes to the PDC Handbook that may impact Professional Employee Compensation will be mandatorily negotiable. The committee will submit written recommendations for any potential changes to the negotiations teams.

H. Method of Payment

1. All Professional Employees are to be paid on a 12-month basis or as per Kansas statute. July and August pay may be paid out on June 30 each year if the Payroll Department is notified in writing by April 1st (form attached as Appendix D of this agreement). If this election is selected it will remain in force year to year, unless revoked in writing to the Payroll Department prior to April 1st.
2. Professional Employees new to the District may receive \$1,200.00 early compensation, less applicable taxes, in advance of the first scheduled paycheck. The \$1,200.00 will be deducted from each of the remaining 24 scheduled paychecks. The early compensation may be accessed by the new Professional Employee by submitting a written request to

the Business Department by August 15. The request form may be acquired from the Business Department.

I. Horizontal Schedule Placement and Movement

Professional Employees will be placed on the Salary Schedule based on college credits earned following the completion of a baccalaureate degree. For original placement, if the Professional Employee has earned a Master's Degree, only college graduate credits earned following completion of the Master's Degree will be used for establishing a "Master's Plus" placement.

Current Professional Employees may request horizontal schedule movement based on points earned and/or college credits earned. The Professional Employee must submit a request for movement by September 1 to the Human Resource Department. Information about this process may be found on the [HR Intranet](#). Once a Professional Employee has earned a Master's Degree, he or she is limited to one column movement per year.

J. Related Benefits

1. Salary, Payment and Deductions

a. Professional Employees will be paid by direct deposit. In the event that there is an error in the amount of pay deposited, the Professional Employee should promptly notify the Business Office so that corrections can be made as quickly as possible. In addition, the District has the authority to debit/credit an employee's account if an error occurs and will notify the employee of such action within one (1) business day.

b. All Professional Employees are required to file with the Business Office an Employee's Withholding Exemption Certificate, Form W-4, for both state and federal governments.

c. Professional Employees may authorize the Business Office to make deductions following the guidelines for payroll deductions.

(1) Payroll deductions shall be in accordance with rules established by the Business Department and shall comply with IRS regulations.

(2) Anyone who wishes to terminate a payroll deduction will notify the Business Office in writing by the 13th of the month. If the notification is received after the 13th of the month, payroll deduction will be terminated the following month.

2. Payroll Deduction of DTA/KNEA/NEA Dues

a. With written authorization from the teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for Association Dues.

- b. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and future agreements unless and until revoked in writing by the employee by August 31 of any school year.
- c. Pursuant to such authorization, the Board shall deduct one-twenty-fourth (1/24) or appropriate amounts of such dues from the regular salary check of the employee each pay period. Amounts to be deducted shall be supplied to the Board by the Association.

K. Retirement

- 1. Kansas Public Employees Retirement System
 - a. All public school employees meeting hours-worked requirements are required to be members of the Kansas Public Employees Retirement System (KPERs). The District will assist employees in interpretation of KPERs regulations and in receiving benefits. It is the employee's responsibility, however, to meet all requirements and review their own retirement status.
 - b. Professional Employees new to this District who have a state assigned retirement number should file this number with the office of the Superintendent not later than the first day of school.
 - c. Professional Employees teaching in the State of Kansas for the first time should file a retirement form with the Business Office.

L. Retroactive Pay

In the event that retroactive pay is necessary due to extended contract negotiations, the balance of earned wages will be paid by the District to Professional Employees in a single lump sum payment within 45 days of ratification of this agreement.

M. Stipends for Center-based Special Education Teachers

Special education teachers assigned to center-based teaching positions who have received full special education certification by September 1 shall receive a \$1,500 stipend.

Special education teachers assigned to center-based teaching positions with provisional special education certification will receive a \$750 stipend.

A part-time special education teacher assigned to a center-based teaching position will receive a prorated stipend in proportion to the full-time equivalency.

ARTICLE XIII: PROFESSIONAL DAY

A. Number of Contract Days

Professional Employee contracts shall not exceed 187 (190 for new-to-district employees) days or as stated in an individual Professional Employee's contract. On days when classes are canceled for students because of inclement weather, teachers will not be expected to work. Notification of cancelation for Professional Employees will be given with the school closing message through the media and the various calling trees.

B. Contract Day

The contract day for all Professional Employees of the District shall be eight (8) hours in duration with the exception of parent/teacher conference weeks and other special circumstances. During the contract day, Professional Employees shall perform such duties as may be assigned to them by the Superintendent or his/her designated representative. Except in the event of an emergency, no Professional Employee shall be required to attend more than three (3) school activities or events beyond the times/days outlined in this professional agreement, not to exceed a total of eight (8) hours, with no single event to exceed three (3) hours, over the course of the school year. Professional employees who are requested and agree to assist in logistical planning of a school event/activity outside of the contract day shall be compensated at the extra-duty rate. Logistical planning for a school event/activity outside of the contract day will not be required to occur during the employee's planning period. The Principal/Supervisor shall advise Professional Employees of required attendance at a school event/activity outside the contract day at least six (6) weeks in advance of the event/activity.

C. Duty Free Lunch

One (1) duty free lunch section out of the entire lunch period block shall be provided for each Professional Employee. The duty-free lunch section will be not less than 27 minutes per day. During this time, professional Employees may leave the building with administrative approval.

D. Planning Period

1. Professional Employees with classroom responsibilities at the high school and middle school levels shall be provided one (1) class period daily for conferences and instructional planning. This period shall be included within the framework of the student school day. Professional employees shall be compensated at the rate established in Appendix C to cover for loss of personal plan time should the teacher be assigned to cover for another teacher.
2. Professional Employees with classroom responsibilities at the elementary level shall be provided a minimum of 250 minutes per week for the purpose of conferences and instructional planning. This time shall be within the student day and include a minimum uninterrupted block of 30 minutes. One (1) plan period per week may be used by the building administrator for collaborative teams not to exceed 23 plan periods per school year. A week for this purpose is defined as a regular five-day school week.

3. Professional Employees with classroom responsibilities at the Early Childhood Special Education level shall be provided time for the purpose of conferences and instructional planning. The time shall be no less than 250 minutes per week.
4. Professional Employees with classroom responsibilities at The Bridge shall be provided time for the purpose of conferences and instructional planning. This time shall be within the standard student day and be no less than 250 minutes per week.
5. Certified employees may utilize contract time during their planning period, lunch, as well as before or after school, but not during student contact time, for the purpose of personal or District business without deduction of short-term leave so long as he or she requests and is granted leave by their building administration. This leave will be recorded on a sign-out sheet in the office. The intent is for this leave to be used infrequently by individual employees. Professional Employees may not leave if assigned supervision or during collaboration, team, department or other scheduled meetings that occur during their plan time, unless they use general or long-term leave.
6. With mutual consent between the Professional Employee and the Building Administrator, along with approval by the Human Resources Department based on master schedule needs, the Professional Employee may forgo their daily planning period to teach an additional class period/block. Under such an arrangement, teaching an additional class period will be compensated at \$2,000.00 per semester.

E. Guidelines for Faculty Meetings

An administrator shall call and conduct faculty meetings in accordance with the following provisions:

1. No staff member should be required to attend more than one (1) mandatory meeting in any one (1) week nor any more than two (2) faculty meetings in any one month, one of which may be a technology meeting conducted by the administrative staff. A faculty meeting is a single mandatory meeting that includes all professional employees of a given building. A weekly collaborative team meeting at the high school level held before the student day shall not be construed as a faculty meeting.
2. Faculty meetings shall be held within the contract day. Before school faculty meetings will end at least five (5) minutes before the start of classes. After school faculty meetings will begin no sooner than five (5) minutes after the end of classes.
3. Faculty meetings shall not be held in weeks with Paid Professional Development days, unless the faculty meeting is held within contract time on the Paid Professional Development day.
4. Faculty meetings shall not be held the day after all staff are required to attend a school activity or event outside of the contract day.

5. Emergency faculty meetings may be held if deemed necessary by the Principal. An emergency shall be defined as an unforeseen event which requires immediate notification of all teachers.
6. Emergency meetings must be held within the professional contract day.
7. Faculty meetings, except emergency meetings, shall not be held before or after an evening function.

F. Teacher Workdays

On workdays, except for special circumstances, Professional Employees shall have the time for working in classrooms for the purpose of instructional planning and preparation. For the 2024-25 school year, flexibility with respect to locations and working will be supported on the half teacher workdays of October 18, 2024 and March 24, 2025. An all-faculty meeting, not to exceed thirty (30) minutes, may be called during a workday other than October 18, 2024, and March 24, 2025, provided it is the only all-faculty meeting of the week.

ARTICLE XIV: CALENDAR COMMITTEE

A. Purpose

A Calendar Committee shall be established each fall to study all facets of a two (2) year school calendar and to make one (1) or more recommendations to the Board of Education. Results of the Committee's study and its recommendations shall be shared with the Association President and Superintendent of Schools prior to being submitted for approval. Approval of the recommendation is subject to official action by the Board of Education. The second year of the two-year calendar remains subject to amendment during the 12 months following District approval, but any changes must be officially approved by the Board of Education.

B. Membership

The Committee shall consist of a Chair (from district administration) and co-chair (from De Soto Teachers' Association) responsible for communicating state regulations and disseminating meeting information and minutes, as well as representatives of the De Soto Teacher's Association (one representative from each school not to exceed twelve [12] persons) and representatives of the Board of Education including representation from Teaching & Learning, Special Services, and school administration (not to exceed six [6] persons).

ARTICLE XV: USD 232 RETIREMENT PROGRAM

A. Sick Leave Pay Out

Upon retirement from the District with full or reduced KPERS benefits, a Professional Employee shall be entitled to receive pay for each day of accrued and unused leave on the following basis:

1. Option 1 - \$155.00 per day provided written notice is received by December 15.
2. Option 2 - \$104.00 per day provided written notice is received by May 1.

However, a Professional Employee will not be entitled to receive payment for accrued and unused leave if the Professional Employee fails to fulfill his/her employment contract or fails to submit a written notice of retirement on or before May 1. The Professional Employee, at his/her discretion, may choose to receive this payment in one of the following manners:

1. Option 1 - Paid into a District paid 403(b) account, provided notice is given in writing, to the Payroll Department prior to May 1. A retirement program form is located on the [HR Intranet](#).
2. Option 2 – If Option 1 is not chosen the payment will automatically be paid as a lump sum in the June 15 paycheck.

B. Continuing Medical and Dental Coverage

As provided by Kansas Statute (K.S.A. 12-5040) retirees may, at their own expense, continue coverage under the District's employee group medical and/or dental benefits at the same cost as paid by the District for active employees. Retirees choosing to continue the medical and/or dental coverage must notify the Benefits Department prior to May 1. Coverage under the employee group medical and/or dental benefits plan may cease to be made available upon:

1. The retired employee attaining age 65.
2. The retired employee failing to make required premium payments on a timely basis.
3. The retired employee becoming covered or becoming eligible to be covered under a plan by another employer.

C. Only Professional Employees Employed by the District on August 1, 2012 retiring with full KPERS benefits **and** meeting the criteria below will be eligible to receive the following benefit:

1. Professional Employees meeting both of the following criteria as of August 1, 2012 will receive a one-time lump sum payment of \$23,000:
 - a. 30 years of teaching experience;
 - b. At least 20 years of teaching experience in USD 232.

2. Professional Employees meeting both of the following criteria as of August 1, 2012 will receive a one-time lump sum payment of \$19,000:
 - a. 25 years of teaching experience;
 - b. At least 18 years of teaching experience in USD 232.

This is a phased-out retirement incentive program that applies to very few USD 232 employees.

The payment will be deposited into a District paid 403(b) account in the employee's name no later than July 15 in the year in which the employee retires.

In order to receive this benefit, the Professional Employee must declare their intent to retire, in writing, to the Human Resources Department no later than the first school day in March.

ARTICLE XVI: DURATION CLAUSE

This Agreement shall govern the rights of the Board and the Association from July 1, 2024 through June 30, 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

This Agreement shall be made available to every Professional Employee by the Board of Education at <https://www.usd232.org/departments/human-resources/welcome> under Human Resources.

ARTICLE XVII: SALARY REOPENER

The USD 232 Board of Education and the De Soto Teachers' Association agree to reopen negotiations for the sole purpose of negotiating an increase in compensation and/or benefits only in the event that the Kansas Legislature increases school funding or alters the school funding formula in such a way that provides an increase to USD 232 funding.

ARTICLE XVIII: FAIR DISMISSAL PROCEDURES

Knowing that the purpose and intent of every evaluation is continuous feedback to support improvement and optimal performance, proper time must be provided for Professional Employees to display this growth. In continued efforts to make the most thorough and comprehensive employment decisions, for the first four (4) years of professional employment with the district, Professional Employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason or no reason. Starting in year five (5) of teaching with the district, Professional Employees shall no longer be considered probationary.

Non-probationary Professional Employees may be non-renewed for good cause. Good cause is defined as any reason put forward by the administration or board in good faith and which is not arbitrary or capricious and is relevant to the board's task of building up and maintaining an efficient school system. If the non-renewal is based on a reduction in force, those separate procedures, as outlined in the Professional Negotiated Agreement, shall be followed prior to the non-renewal or termination.

A Professional Employee whose contract is not being renewed, shall be notified of the non-renewal prior to the statutory continuing contract date.

If the non-renewed Professional Employee is non-probationary, the notification shall include the reasons for the nonrenewal. Upon receipt of notice of non-renewal, non-probationary Professional Employees will have ten work days from the receipt of the notice to file a written request for a hearing with the board of education.

At the hearing before the board, the non-probationary Professional Employee may be represented. The administration and the non-probationary Professional Employee will have the opportunity to present information, which may include witness testimony, to the board of education and be allowed an opportunity to ask questions of the opposing side.

At the conclusion of the hearing, the board of education may take time to deliberate before rendering a decision. The decision of the board will be communicated to the non-probationary Professional Employee and the administration within five work days of the hearing.

If the non-probationary Professional Employee is not satisfied with the decision of the board of education, they may request a third party hearing officer within five working days after receiving the decision. Within five work days of the board's receipt of the request, the parties shall select a mutually agreeable hearing officer. If the parties cannot mutually agree on a hearing officer, the hearing officer shall be selected by alternately striking names from either the KSDE list or the list provided by the American Arbitration Association (AAA).

The hearing shall afford the Professional Employee procedural due process which shall include the following:

- A. The right of each party to have counsel of that party's own choice present and to receive the advice of counsel or other person whom that 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 their own witnesses in person, or present testimony of a witness 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 232 in De Soto, Kansas, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When testimony of a witness is presented by affidavit the same shall be served upon the Director of Human Resources or the clerk of the board and upon the Professional Employee in person or by first-class mail to the address of the Professional Employee which is on file with the board not less than 10 calendar days prior to presentation to the hearing officer;
- D. The right of the Professional Employee to testify on the Employee's own behalf and give reasons for the Employee's conduct, and the right of the board to present testimony through such persons as the board may call to testify on its behalf and to give reasons for its actions, rulings or policies;
- E. The right of the parties to have an orderly hearing;
- F. The right of the parties to a fair and impartial recommendation based on substantial evidence; and
- G. The hearing officer's recommendation shall be provided to each party within fourteen (14) calendar days of the completion of the hearing.

The hearing officer may:

- A. Issue subpoenas for the 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. Administer oaths;
- D. Receive evidence and limit lines of questioning and testimony which are repetitive;
- E. Call and examine witnesses and introduce 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. Take any other action necessary to ensure that the hearing is consistent with the parties' due process rights.

It is the expectation of the parties that the hearing officer's recommendation be rendered prior to June 1 and all reasonable efforts should be made to accomplish that goal. The hearing officer's recommendation shall not be binding upon the board.

After receiving the recommendation, the board shall determine the matter within 14 calendar days.

The Professional Employee shall pay for his/her expenses, including any witnesses and/or legal representation. The cost of the hearing officer and all other costs shall be borne by the non-prevailing party of the hearing officer's recommendation.

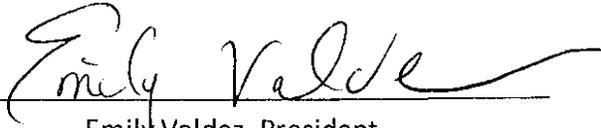
ARTICLE XIX: DISCIPLINARY PROCEDURES

1. Professional Employees are expected to comply with the rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of the Agreement.
2. The disciplinary process will not take place in a public setting.
3. Disciplinary actions will be commensurate with the infraction. Evaluation will not be used as a disciplinary tool. However, if a disciplinary action is relevant to the evaluation process, it may be referenced in evaluation documents.
4. Disciplinary action may include:
 - a. An informal reprimand;
 - b. A formal reprimand;
 - c. Paid administrative leave;
 - d. Suspension without pay;
 - e. Non-renewal or termination.
5. Informal reprimands will be housed with the Professional Employee's supervisor for a minimum of three (3) years.
6. Disciplinary action letters *b* through *e* (listed above) will be a permanent part of the Professional Employee's district personnel file.
7. Termination for disciplinary reasons is not a non-renewal.

ARTICLE XX: SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid or contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any provision of this Agreement is restrained by a court of competent jurisdiction, such provision shall be considered to be null and void and not a part of this Agreement to the extent that it is unenforceable or contrary to law. Deletion of such invalid or unenforceable provision will not affect other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision. To that end, the provisions of this Agreement are severable. Furthermore, on or before February 1 and thereafter, the Board and Association shall enter into negotiations concerning any provision found to be contrary to law.

De Soto Teachers' Association



Emily Valdez, President



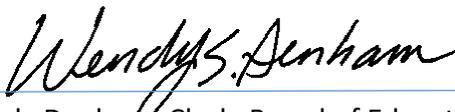
Jeff Wieland, Lead Negotiator

Board of Education

UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, STATE OF KANSAS



Ashley Spaulding, President



Wendy Denham, Clerk, Board of Education

APPENDIX A: SALARY SCHEDULE

	BS	BS+15	MS	MS+15	MS+30	MS+45	Spec./ Dr.
1	\$49,628	\$50,345	\$52,700	\$54,748	\$56,796	\$58,844	\$61,199
2	\$50,038	\$50,754	\$53,212	\$55,260	\$57,308	\$59,356	\$61,711
3	\$50,447	\$51,164	\$53,724	\$55,772	\$57,820	\$59,868	\$62,223
4	\$50,857	\$51,574	\$54,236	\$56,284	\$58,332	\$60,380	\$62,735
5	\$51,369	\$52,086	\$54,850	\$56,898	\$58,946	\$60,994	\$63,350
6	\$51,881	\$52,598	\$55,465	\$57,513	\$59,561	\$61,609	\$63,964
7	\$52,393	\$53,110	\$56,079	\$58,127	\$60,175	\$62,223	\$64,578
8	\$52,905	\$53,622	\$56,694	\$58,742	\$60,790	\$62,838	\$65,193
9	\$53,417	\$54,134	\$57,308	\$59,356	\$61,404	\$63,452	\$65,807
10	\$54,031	\$54,748	\$58,025	\$60,073	\$62,121	\$64,169	\$66,524
11	\$54,031	\$55,465	\$58,844	\$60,892	\$62,940	\$64,988	\$67,343
12	\$54,031	\$56,182	\$59,663	\$61,711	\$63,759	\$65,807	\$68,162
13	\$54,031	\$56,182	\$60,482	\$62,530	\$64,578	\$66,626	\$68,982
14	\$54,031	\$56,182	\$61,302	\$63,350	\$65,398	\$67,446	\$69,801
15	\$54,031	\$56,182	\$62,121	\$64,169	\$66,217	\$68,265	\$70,620
16	\$54,031	\$56,182	\$63,042	\$65,090	\$67,138	\$69,186	\$71,542
17	\$54,031	\$56,182	\$63,964	\$66,012	\$68,060	\$70,108	\$72,463
18	\$54,031	\$56,182	\$64,886	\$66,934	\$68,982	\$71,030	\$73,385
19	\$54,031	\$56,182	\$65,807	\$67,855	\$69,903	\$71,951	\$74,306
20	\$54,031	\$56,182	\$66,729	\$68,777	\$70,825	\$72,873	\$75,228
21	\$54,031	\$56,182	\$67,753	\$69,801	\$71,849	\$73,897	\$76,252
22	\$54,031	\$56,182	\$68,777	\$70,825	\$72,873	\$74,921	\$77,276
23	\$54,031	\$56,182	\$69,801	\$71,849	\$73,897	\$75,945	\$78,300
24	\$54,031	\$56,182	\$70,825	\$72,873	\$74,921	\$76,969	\$79,324
25	\$54,031	\$56,182	\$71,900	\$73,948	\$75,996	\$78,044	\$80,399
26	\$54,031	\$56,182	\$72,975	\$75,023	\$77,071	\$79,119	\$81,474
27	\$54,031	\$56,182	\$74,050	\$76,098	\$78,146	\$80,194	\$82,550
28	\$54,031	\$56,182	\$75,126	\$77,174	\$79,222	\$81,270	\$83,625
29	\$54,031	\$56,182	\$76,201	\$78,249	\$80,297	\$82,345	\$84,700
30	\$54,031	\$56,182	\$77,276	\$79,324	\$81,372	\$83,471	\$85,826

APPENDIX B1: Supplemental Positions

Category 1:

HS Head Football
HS Head Basketball
HS Head Track (Boys and Girls Combined)
HS Instrumental Music
HS Head Cheerleading
HS Wrestling (Boys and Girls Combined)

Category 2:

HS Head Wrestling

Category 3:

HS Head Baseball
HS Head Softball
HS Head Volleyball
HS Head Soccer (Boys and Girls)
HS Head Track (Boys and Girls)
HS Head Cross Country
HS Head Swimming (Boys and Girls)

Category 4:

HS Head Tennis (Boys and Girls)
HS Head Golf (Boys and Girls)
HS Head Bowling
HS Head Drill/Dance Team
HS Head Drama
HS Vocal Music Director
HS Head Forensics
HS Head Debate
HS Musical Director

Category 5:

HS Assistant Band
HS Assistant Football
HS Assistant Basketball
HS Assistant Wrestling
HS Assistant Track
HS Assistant Cheerleading
HS Weight Training Supervisor
HS Yearbook
HS Newspaper

Category 6:

HS Head Scholars Bowl
HS Assistant Baseball
HS Assistant Softball
HS Assistant Soccer
HS Assistant Volleyball
HS Assistant Cross Country
HS STUCO
HS Head NHS

Category 7:

HS Head Unified Bowling
MS Head Football
MS Head Basketball
MS Head Track
MS Head Volleyball
MS Head Wrestling
MS Cheerleading
MS Head Cross Country
MS Head Drama
HS Assistant Swimming
HS Head Robotics

Category 8:

HS Assistant Golf
HS Assistant Tennis
HS Assistant Bowling
HS Assistant Debate
HS Assistant Forensics
HS Asst. Drill/Dance Team
MS Assistant Football
MS Assistant Basketball
MS Publications

Category 9:

HS Asst. Band Specialist
HS Pep Club
HS Flag Team/Color Guard
HS Science Olympiad
HS Rocket Club
MS Assistant Volleyball
MS Assistant Cross Country
MS Assistant Wrestling
MS Assistant Track
MS Pep Club
MS Vocal Music
MS Instrumental Music
MS Science Olympiad

Category 10:

HS Assistant Musical
HS FACS/FHA
HS DECA
HS Assistant Scholars Bowl
MS STUCO
Elementary Music
Elementary Band
District PDC Chairperson

Category 11:

HS Asst. Unified Bowling
HS Junior Class Sponsor
HS LITE Leadership Sponsor
HS Summer Conditioning
HS Assistant Drama
HS Assistant STUCO
HS Pit Band Director
HS Educators Rising Sponsor
HS Asst. Robotics
MS Assistant Drama

Category 12:

Lead Teacher K-8
HS Assistant NHS
MS Assistant Science Olympiad
MS Math Team Sponsor
Elementary Yearbook
Elementary Morning Choir
Building PDC Representative
MS Jazz Band Director

Category 13:

HS Department Chair
New Teacher Mentor
Elementary Student Leadership
MS/Elem. Spelling Bee
KS Assoc. for Youth (KAY)

AP Teacher Extended Day Supplemental

Professional employees who teach Advanced Placement courses will receive one (1) extended day for each two (2) sections based on the employee's daily rate of pay. One (1) section is based on a full school year.

APPENDIX B2: SUPPLEMENTAL SALARY SCHEDULE

CATEGORY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
1	\$ 6,305	\$ 6,463	\$ 6,620	\$ 6,830	\$ 7,093	\$ 7,880
2	\$ 6,095	\$ 6,242	\$ 6,389	\$ 6,484	\$ 6,820	\$ 7,544
3	\$ 5,360	\$ 5,497	\$ 5,633	\$ 5,780	\$ 5,938	\$ 6,515
4	\$ 4,415	\$ 4,541	\$ 4,667	\$ 4,804	\$ 4,951	\$ 5,486
5	\$ 3,995	\$ 4,111	\$ 4,226	\$ 4,352	\$ 4,489	\$ 4,982
6	\$ 3,523	\$ 3,628	\$ 3,733	\$ 3,848	\$ 3,974	\$ 4,426
7	\$ 3,260	\$ 3,355	\$ 3,449	\$ 3,554	\$ 3,670	\$ 4,079
8	\$ 2,809	\$ 2,893	\$ 2,977	\$ 3,071	\$ 3,176	\$ 3,544
9	\$ 2,525	\$ 2,588	\$ 2,651	\$ 2,725	\$ 2,809	\$ 3,092
10	\$ 2,137	\$ 2,189	\$ 2,242	\$ 2,305	\$ 2,378	\$ 2,620
11	\$ 1,612	\$ 1,654	\$ 1,696	\$ 1,748	\$ 1,811	\$ 2,011
12	\$ 1,139	\$ 1,171	\$ 1,202	\$ 1,244	\$ 1,297	\$ 1,454
13	\$ 845	\$ 866	\$ 887	\$ 919	\$ 961	\$ 1,076

APPENDIX C: EXTRA-DUTY PAY SCHEDULE

HIGH SCHOOL	
Football Clock	\$17.00/hour
Football Clock (JV)	\$17.00/hour
Football Spotter	\$17.00/hour
Basketball Scorekeeper	\$17.00/hour
Basketball Clock	\$17.00/hour
Baseball Scorekeeper	\$17.00/hour
Softball Scorekeeper Book	\$17.00/hour
Wrestling Scorekeeper	\$17.00/hour *
Volleyball Scorekeeper Book and Clock	\$17.00/hour *
Soccer Scorekeeper	\$17.00/hour
Track Meet Starter	\$95/meet
All Other Track	\$17.00/hour

MIDDLE SCHOOL	
Football Clock (7 th & 8 th)	\$17.00/hour
Basketball Clock (7 th & 8 th)	\$17.00/hour
Basketball Scorekeeper (7 th & 8 th)	\$17.00/hour
Wrestling Scorekeeper	\$17.00/hour *
Volleyball Scorekeeper	\$17.00/hour *
Track Starter	\$75/meet

MISCELLANEOUS – Hourly Rates	
Football Clock (7 th & 8 th)	\$17.00/hour
Basketball Clock (7 th & 8 th)	\$17.00/hour
Basketball Scorekeeper (7 th & 8 th)	\$17.00/hour
Wrestling Scorekeeper	\$17.00/hour *
Volleyball Scorekeeper	\$17.00/hour *
Track Starter	\$75/meet
Volleyball Lines	\$17.00/hour
Game Supervision	\$17.00/hour
Detention Study Hall	\$17.00/hour
Regular Events (tickets, etc.)	\$17.00/hour
In-House Coverage - All Levels	\$25.00/hour
Homebound	\$18.00/hour
Summer Curriculum Work	\$18.00/hour
AD HOC Committee	\$18.00/hour
Summer School (ESY/Summer Credit Recovery)	\$25.00/hour

* Minimum of one (1) hour

APPENDIX D: Election to receive July & August Pay Checks on June 30

To: USD 232 Payroll Department

Please be informed that I elect to receive my July and August pay on June 30 each year. I understand this election will remain in force year to year, unless revoked by me, in writing, to the payroll department prior to April 1.

Signature

Print Name

Date

Send completed form to Payroll Dept.

APPENDIX E1: SICK LEAVE POOL

The purpose of the sick leave pool is to assist professional employees who suffer prolonged or catastrophic illness. The sick leave pool is not intended for use for individuals who have depleted their sick days and experienced short term illness or disability. The sick leave pool shall be established as follows:

1. Each professional employee who wishes to participate in the sick leave pool may do so by contributing one leave day to the pool. Days contributed by the member become a permanent part of the pool.
2. Each person who wishes to offer a contribution to the pool will complete a form by September 15th.
3. Prior to August 15 of each school year, all individuals who previously contributed to the pool will be sent an e-mail by Human Resources/Payroll reminding them of their membership. Once a day has been contributed to the pool, it will not be necessary to contribute another day to retain membership until a redraw is required as described in Item #10.
4. Only those individuals participating in the pool will be eligible to apply for days from the pool.
5. Any member who wishes to access the sick leave pool for personal illness must be under the care of a licensed health care provider shall have depleted his/her accumulated Sick/Discretionary Leave, and must complete and submit a sick leave pool application form (see attached) to the sick leave pool screening committee.
6. The sick leave pool may not be used in conjunction with USD 232's Short Term Disability or Social Security Disability Benefits.
7. Family or Household Critical Care Needs: The sick leave pool may be used for critical health care of "immediate family" as defined in the Professional Negotiated Agreement.
 - a. To be eligible to benefit from this policy, the family or household member must be critically ill and require the presence of the employee to care for him/her. Short-term child care because a person is out of sick leave is not within the scope of this policy.
 - b. The family or household member must be under a licensed health care provider's written recommendation. Formal documentation to support family/household care needs shall be included with the completed sick leave pool application form. (see attached)
 - c. The committee has the discretion to seek additional information.
8. Written notification of approval or other disposition of the application will be made by the screening committee to the applicant.
9. Participating members of the sick leave pool may receive no more than 20 days from the pool in any one school year. Approved days will be awarded in no more than ten day increments at the discretion of the sick leave pool committee.
10. Should the pool drop below 30 days, members will be notified by Human Resources/Payroll. To retain membership, it will then be necessary to contribute another day. Members will be given five (5) business days to opt out of participating in the sick leave pool after notice is provided that the pool will be redrawn. Members must communicate their intent to withdraw to Human Resources/Payroll. After five (5) business days from the date of notice, an additional leave day will be drawn from each member automatically. No current member shall be denied participation when the pool is redrawn due to a depletion of their sick/Discretionary Leave days. In such a case, one day will be taken from the certified employee's accumulated days the following year.
11. The sick leave pool screening committee will consist of three members (chosen from a group of members identified annually): One appointed by the superintendent and two professional employees appointed by DTA will serve on the committee at each meeting. Employees with relevant information regarding the pool, sick leave, disability leave, or other pertinent information may be invited to consult.

I hereby offer to contribute one of my sick/Discretionary Leave days to the pool:

Signature of Employee

Date

Please send this signed and dated document to the Human Resources Department by September 15th.

APPENDIX E2: SICK LEAVE POOL EMPLOYEE APPLICATION FORM

(To be completed by person requesting access to the Sick Leave Pool)

Last Name	First Name	Middle Initial		
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Current Building	Present Position/Subject Area	Full Time ()	Part Time ()
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Date of Request: _____ **Number of Days Requested** _____

Have you currently exhausted all of your current sick/Discretionary Leave?

Yes No

Are you currently receiving disability benefits from USD 232's Short Term Disability or Social Security Disability Benefits?

Yes No

Reason for Request: Please note all applicants must attach appropriate documentation from a licensed health care provider regarding absence.

Employee Signature _____ **Immediate Supervisor Signature** _____

Please forward to the Human Resources Department following supervisor's signature acknowledging awareness of request.

SICK LEAVE POOL COMMITTEE ACTION

Date request was received by the Sick Leave Pool Committee: _____

Denied ()

Approved () Number of days granted: _____ Date _____

APPENDIX F: BASIC CONTRACT

UNIFIED SCHOOL DISTRICT NO. 232, JOHNSON COUNTY, KANSAS PROFESSIONAL EMPLOYEE'S BASIC CONTRACT

This contract is made and entered into this _____, by and between the Board of Education of USD No. 232 (hereinafter called the "Board") and ____ (hereinafter called the "Professional Employee"). The parties agree that the Professional Employee will be employed by the Board for the **2024-25** school year, as determined by the Board, at a total salary of _____ plus fringe benefits; and in accordance with and subject to the following terms and conditions:

1. The term of this contract shall be a maximum of **187** days. The Professional Employee agrees to report for planning meetings as determined by the Board. The first contract day shall be the ____th day of **August 2023**.
2. The salary specified above shall be paid to the Professional Employee in **24** semi-monthly installments commencing **September 2024**.
3. The services to be performed by the Professional Employee hereunder shall be as determined and assigned by the Superintendent of Schools. The Professional Employee agrees to perform those services in a competent and faithful manner, in compliance with federal and state law, and in accordance with the policies, orders, rules, and regulations of the Board, as adopted and amended from time-to-time. The Professional Employee agrees to accept any assignment for which he/she is licensed and to follow all directives of the Board or the Superintendent of Schools.
4. The Professional Employee shall be properly licensed and/or certified by the State of Kansas for the particular type of work to be performed and shall remain licensed and/or certified throughout the term of this Contract, unless such position is exempt from licensure.
5. If the Professional Employee is accepting **initial** employment in a position at Starside and/or Riverview Elementary, one of the following options must be met in order for continued employment and fulfillment of the contract.
 1. English Language Learner Endorsement included and noted on Kansas Teaching License by September 20th, 2018.
 2. Enrollment in an approved English Language Learner College Course by September 20, 2018. Continuous enrollment in an approved program must also be maintained throughout employment with the district. Proof of successful completion of the program and Praxis exam completion must be attained within 3 years of initial employment with the ELL Endorsement then noted on the Professional Employee's Kansas Teaching License.
6. Prior to commencing initial employment, the Professional Employee shall submit to the Board a certificate of health signed by a licensed physician, as required by K.S.A. 72-6266. Any expense incurred in obtaining that certificate shall be paid by the Professional Employee. The Professional Employee also agrees to submit official transcripts of all college hours prior to commencing employment. After receiving and considering the official college transcripts, and PDC (Professional Development Council) points if any, the salary specified in this contract is subject to unilateral change by the Board to comport with the School District's salary schedule placement. If a certificate of health and transcripts are not on file in the office of the Superintendent by September 15, a deduction of \$50 in annual salary shall occur.
7. If this contract is terminated for any reason prior to its completion, the salary hereinbefore specified shall be adjusted and paid on a per diem basis at the rate of **\$000.00** per duty day for each duty day fulfilled by the Professional Employee.
8. This contract shall continue for the succeeding school year unless the Professional Employee is provided written notice of the Board's intent to non-renew per K.S.A. 72-2215 and 72-2216.

9. This Contract is subject to the Kansas Cash Basis law, K.S.A. 10-1101 et seq., and amendments, and to all other applicable statutes of the United States and the State of Kansas. Nothing herein shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto under the laws of the State of Kansas.

PROFESSIONAL EMPLOYEE

PRESIDENT, BOARD OF EDUCATION

DATE

CLERK, BOARD OF EDUCATION

LEVEL: **BS** YEARS: **1** STEP: **1** FTE: **1.0** SALARY: **\$00.00**
TENTATIVE ASSIGNMENT: **Elementary/**