



USD 232

Related Services Employee Handbook

Effective July 1, 2024-June 30, 2025

(Revised July 2024, Board of Education Approved August 2024)

2024-25 Important Dates / Deadlines

Article I. 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)

Article II. 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

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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. **Related Service 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 (other than provided from the Kansas State Department of Education). This shall include building level nurses and special education related service positions.
4. **School:** Any attendance facility or other facility operated by the District.

ARTICLE I: LICENSED PERSONNEL

A. Permanent Licensed Personnel

1. Licensure

- a. All Related Service Professionals must hold appropriate licensure for the position as provided by the appropriate State agency.
- b. On or before the first contract day new Related Service Employees will file with the Superintendent of Schools an active professional license issued and/or approved by the approved State agency.
- c. Current Related Service Employees will provide new or renewed licensure to the Human Resources Department upon notification of approval from the appropriate State agency. New or renewed licensure may be provided electronically.
- d. No payment for services pursuant to this agreement will be made if the Related Service Employee does not hold approved licensure.

2. Transcripts

- a. Related Service Professionals 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 Related Service Professionals 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 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 and/or the Director of Special Services 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 Related Service Professional will be notified by letter as soon as possible.

5. Responsibilities and Duties

All Related Service Professionals 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 www.usd232.org/board.

B. Temporary and Part-Time Licensed Personnel

1. Part-time Related Service Professionals

Will be employed in the same manner as permanent licensed 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

C. Activities

1. Professional Meetings

- a. The attendance of Related Service Professionals 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 Related Service Professional to attend a conference, convention, or professional meeting during the school year must be made at least ten (10) days in advance, must be submitted to employee's direct supervisor.
- c. A personal leave day will be used by any Related Service Professional receiving compensation for consulting work from outside agencies, other than reimbursement for expenses.

2. Non-School Employment

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

D. Private Tutoring/Therapy

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

1. A parent or pupil may discuss the advisability of private tutoring/therapy with a Related Service Employee, 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/therapy.
3. A Related Service Professional may not provide private tutoring/therapy for compensation during the contract day.

4. Students may be encouraged, but not required, to take private lessons or secure private tutoring/therapy during non-school hours.
5. Any staff member providing private tutoring for compensation on USD 232 property must complete and comply with Facility Use Agreement and comply with all facility use requirements. However, the facility-use fee will be waived for all Related Services staff members under contract with the district.
6. Any/all arrangements for private tutoring/therapy 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 Related Service Employee Duties

1. When a Related Service Professional is assigned to two (2) or more buildings, the Related Service Professional 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 Related Service Professional is to attend. If an agreement cannot be reached, the final decision will be made by the Director of Special Services.
2. An itinerant Related Service Employee shall only be assigned contract day duties in proportion to the time the itinerant Related Service Employee spends in the building in question.
3. Each itinerant Related Service Employee shall be allowed between ten (10) and thirty (30) minutes for travel time between buildings, depending upon the distance involved. The Director of Special Services shall determine travel time guidelines.

F. Liquidate Damages for Late Resignation

The Board of Education will accept resignations from related service 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 in 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 Kansas Statutes.

ARTICLE II: PROMOTIONS, ASSIGNMENTS AND ANNOUNCEMENT OF VACANCY

A. Promotions and/or Change in Employment Title

Promotion to a position of greater responsibility and/or change of employment title will be made based upon qualifications of the person, need for the position, and the recommendation of the Director of Human Resources. Examples of change in title include, but are not limited to, transfer from a teaching position to media specialist, counselor, or school psychologist, etc. Unless notified differently, internal candidates interested in promotion or transfer to a differently titled position will be required to submit a letter of interest, resume, and three (3) letters of reference to the Human Resource Department.

B. Vacancies

As vacancies arise within the staff, they will be posted on the Unified School District 232 website under Human Resources Department. Vacancies are posted as soon as possible when 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 the posting.

C. Assignment and Transfer:

The services to be performed by Related Service Professionals shall be as determined and assigned, from time to time, by the Director of Special Services. The Related Service Professional 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 Related Service Professional agrees to accept any assignment for which he/she is licensed and to follow all directives of the Board and the Superintendent of Schools.

ARTICLE III: RELATED SERVICE EMPLOYEE EVALUATION

Written evaluations of Related Service Employees shall comply with policies and procedures established by De Soto Unified School District 232. All evaluations are to be in writing and the evaluation documents and responses thereto shall be maintained in the individual's personnel file. Every Related Service Employee in the first three (3) years of employment in the district shall be evaluated at least one (1) time per year no later than the statutory deadline. The Related Service Employee will be evaluated every 3rd year thereafter. The evaluation will consist of both an Observation, Summative Evaluation, and an Individual Growth Goal. Evaluations shall be conducted and prepared by the Director of Special Services or designee. A Related Service Employee shall be entitled to receive a copy of any written evaluation to be placed in personnel file. Within ten (10) business days after an evaluation document is presented to the employee, that employee may respond in writing to the evaluation document. Such response shall be placed in the personnel file. Evaluation documents and responses will be made available for inspection and copying to only those persons specified in Kansas statutes. Building nurses are evaluated every year by the District Health Coordinator utilizing the Health Services Appraisal Process.

USD 232 Special Education Related Services Appraisal Process and Procedures

The purpose of the appraisal process is to assist each Related Service Employee in the improvement of his/her effectiveness. This process should also provide an effective means of communication between the Related Service Employee and their supervisors. Written evaluations of Related Service Professionals shall comply with procedures established by De Soto Unified School District 232. All Related Service 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 Related Service Employee, in the first four (4) consecutive school years of employment with the School District, shall be evaluated at least one (1) time per year, but not later than March 31; except that any Related Service Employee who is not employed for an entire semester shall not be required to be evaluated.
3. Every Related Service Employee, after the first four (4) three (3) years, shall be evaluated at least once every three (3) years, but not later than March 31.
4. Evaluations shall be conducted and prepared by the Director of Special Services or designee.
5. The Related Service Employee will be notified by September 15 if they are scheduled to be evaluated during the school year.
6. In the evaluation years, the Related Service Employee will complete an Individual Growth Goal. The Related Service Employee and the evaluator will conference and sign this plan no later than October 15. The Individual Growth Goal Review will be completed and signed by March 31.
7. The observation and summative evaluation form will be completed by the appraiser. This process will be completed and signed by March 31.
8. A Related Service Employee shall be entitled to receive a copy of any written evaluation to be placed in the Related Service Employee's file. Within ten (10) business days after an evaluation document is presented to a Related Service Employee, that employee may respond in writing to the evaluation document. Such response shall be placed in the Related Service Employee's file.
9. Evaluation documents and responses will be made available for inspection and copying to only those persons specified in Kansas statutes.
10. A copy of the USD 232 Board approved evaluation process and procedures are available at www.usd232.org/hr under Employee Forms and Documents.

USD 232: Special Education Related Services

Summary of Appraisal Procedures

Speech Language Pathologist (Related Service Evaluation Form)
School Social Worker (Social Worker Evaluation Form)
Occupational Therapist (Related Service Evaluation Form)
Physical Therapist (Related Service Evaluation Form)
Audiologist (Related Service Evaluation Form)
Nurse

The above listed licensed employees are evaluated under a USD 232 BOE approved plan that is unique to their positions. The licensed employees will be evaluated in each of their first 4 years in the district and in every 3rd year thereafter.

Notification of Appraisal

Evaluation Schedule sent to Evaluator (Spreadsheet)

Evaluator will notify employee (Appraisal Notification Letter)

Evaluator will review Evaluation Procedure / Documents with Staff

September 15

Individual Growth Action Plan

Sign and Review De Soto USD 232 Individual Growth Goal

Observation and Summative Appraisal Conference

Complete pre-observation and observation.

Review observation/sign Summative Evaluation Form.

Review/ sign completed De Soto USD 232 IGG Review

Documentation Due to HR

1. *Appraisal Notification Letter*
2. *Completed De Soto USD 232 Individual Growth Goal*
3. *Completed De Soto USD 232 Individual Growth Goal Review*
4. *Completed Summative Evaluation Form*

ARTICLE IV: EMPLOYMENT-RELATED ASSAULT

Every incident of employment-related assault upon a Related Service Professional shall be immediately reported to the building Principal or immediate supervisor. The District may provide legal counsel to advise a Related Service Professional 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 Related Service Professional, by any person, as the result of the Related Service Professional'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 Related Service Professional's defense.

Any request by a Related Service Professional 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 Related Service Professional.

ARTICLE V: COMPLAINT PROCEDURE

By Board Policy, any employee may file a complaint with their supervisor concerning a school rule, regulation, policy, or decision that affects the employee. The complaint will be in writing; filed within ten (10) business days following the concerning event, and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) business days. If the employee disagrees with the decision, the employee may appeal to the Superintendent. The Superintendent's decision shall be final.

ARTICLE VI: 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 Related Services 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 Related Service Employee or a member of his/her immediate family for which approved leave will be allowed without deduction in pay, provided Related Service 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 Related Service 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 Related Service 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 Related Service 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 Related Service 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 Related Service 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:
 - i. Related Service 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 Related Service 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 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 carry over not less than five (5) days to add to their Accrued Leave balance, which would be not less than fifteen (15) days going into the next year.*
 - ii. A Related Service 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 Related Service 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 then (10) days.*
 - iii. The Related Service 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 Related Service Employee shall be entitled to use leave in increments of 15 minutes.

2. Request for Leave

- a. Approval of the specific day or days leave shall be the responsibility of the HR Director 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 half the staff member’s daily rate of pay not to exceed \$150 and a discretionary day taken from the staff member’s allotment. If the staff member does not have any leave days remaining, the staff member would be docked their daily rate of pay.
- g. Leave days must be properly submitted via Skyward in a timely matter. If not submitted within one week of return from the Related Service Professional’s absence, the staff member and principal will be reminded via email to submit the absence. Any absence then not submitted within 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.

- h. A Related Service Professional 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 the HR Director a written request for General Leave accompanied by medical certification verifying treatment and the projected date of return to ensure compliance with FMLA. Additional days may be granted by the HR Director due to special circumstances.
- i. Short-Period Class Coverage: Related Service Employees who require coverage for 60 minutes or less for personal needs may make arrangements with a colleague for coverage of duties. The Related Service Professional will not have any leave deducted for such absences. Colleagues have the right to refuse such requests. Related Service Professionals 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 Related Service 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 Related Service 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 Related Service 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 Related Service Employee will be entitled to receive his/her regular salary during the period of absence. Any compensation received by the Related Service Employee for jury duty or for serving as a witness may be kept by the Related Service Employee .

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

6. Job Related Assault

- a. Whenever a Related Service 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 Related Service Employee at his/her full daily rate of pay, and shall not deduct days from the Related Service

Employees accumulated sick leave for up to five (5) days or until the employee becomes eligible for worker's compensation benefits. Once the Related Service Employee becomes a recipient of workers compensation for any days of work missed due to battery: 1) the salary of the Related Service 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 Related Service Employee does not have sufficient accumulated leave and/or the Related Service Employee chooses to receive only the workers compensation benefit paid to him/her, there will be no deduction in leave days.

- a. 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 Related Service Employee examined by a physician in determining the length of the time during which the Related Service 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 Related Service Employees. The purpose of this pool is to assist Related Service 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 Related Services Handbook. 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 F).

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 Related Service Employee will not be entitled to receive pay for unused leave if the Related Service 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 Related Service 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 Related Service 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 Related Service 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.

Related Service Professionals 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 Related Service Professional 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 Related Service Professional who is not able to perform the essential functions of her/his 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 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 Medical Leave Act of 1993 will be posted on the HR Intranet.

2. New Baby/Adoption Leave (For related service 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 calendar 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 Related Service Professional may request unpaid Extended Injury/Illness Leave beyond the entitlement established by the Family Medical Leave Act of 1993.

- a. At least 30 calendar days prior to the conclusion of any eligible FMLA Leave (when possible), an eligible Related Service Professional must submit a written request to the Superintendent or Designee (currently HR Director) for extended unpaid leave because of a serious health condition that makes the Related Service Professional unable to perform the functions of the job. The request must state the number of contract days of leave the Related Service Professional 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 Related Service Professional 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 Related Service Professional 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 Related Service Professional portion of the cost must be paid by the Related Service Professional. Failure to make payments to the District for benefits will result in the District dropping coverage.
- e. During approved Extended Injury/Illness Leave, Related Service Professionals 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 Related Service Professional if no qualifying position becomes available within one year of the return-to-duty date, or if the Related Service Professional does not accept within two (2) business days the offered position for which the Related Service Professional is qualified.
- g. If a Related Service Professional is not able to return to work at the conclusion of the approved Extended Injury/Illness Leave and the Related Service Professional does not qualify for Medicare, it is possible for the Related Service Professional 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 Related Service Professional receives eligibility for disability benefits and Medicare, it is the Related Service Professional's responsibility to notify the District immediately. Discontinuation of group health coverage will be coordinated with the Medicare eligibility date.

- h. Related Service Professionals 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 Related Service Employees not eligible for FMLA)

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

5. Military Leave

- a. In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), any Related Service Professional, 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 Related Service 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 Related Service Professional will be entitled to contract pay minus the cost of a substitute for the remainder of the contract year. Any supplemental contracts that the Related Service Professional 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 Related Service Employee's pay.
- c. If the Related Service Employee is ordered to long-term active duty (over 30 days), the District will continue to pay all other District provided benefits the Related Service Employee would have received for the remainder of the contract year. If the Related Service Employee remains on leave after the contract year ends, the Related Service Employee would have the right to continue the benefits at the cost to the Related Service Employee while on leave for up to five (5) years or as otherwise provided by law.
- d. Related Service Employees who are members of units of the National Guard or reserve forces of the United States, and who are required to attend mandated 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. Related Service 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. Related Service 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 Related Service Employee will have the option of continuing benefits at cost to the Related Service 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 Related Service Employee. Upon completing less than 31 days of military leave, the Related Service 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 Related Service Employee must make application for re-employment within 14 days of release from service. For more than 180 days, the Related Service Employee must make application for re-employment 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 Related Service Employee to the District's rules governing unexcused absences.
- h. A Related Service 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 Related Service Employee been continuously employed provided the Related Service 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 Related Service 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 Related Service 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 Related Service Employees returning from leaves of less than 30 days, the District shall have a ten (10) day grace period to make arrangements for re-employment of the Related Service Employee, and the District shall make every effort consistent with law and the wishes of the Related Service 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.

6. Sabbatical Leave

- a. A sabbatical leave may be granted to a full-time non-probationary Related Service Employee 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 Related Service Employee's students and co-workers.
- b. The Related Service Employee requesting a sabbatical leave must have been employed in Unified School District 232 for the preceding five (5) consecutive years. The Related Service 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 Related Service Employee will be guaranteed a teaching contract the following year provided the Related Service 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, Related Service Employees on sabbatical leave may continue to participate in the District's health insurance at the Related Service Employee's expense. The Related Service 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.

7. Absence Due to Personal Injury – Workers Compensation

Whenever a Related Service employee is temporarily absent from school due to a personal injury suffered on the job and is temporarily unable to perform the Related Service Employee's duties, and the injury is not the result of the Related Service Employee's own negligence, the Related Service 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 Related Service Employee's regular daily rate of pay.

ARTICLE VII: 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 Teacher's Association, will convene to explore various benefit options related to each of the provided benefit plans. In the event that two married employees are employed by the Board of Education, the Board payment to each of the two 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, and

6. Additional salary protection (disability) insurance.

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 Related Service 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 Related Service Employee's Individual Development Plan.

The Related Service 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 Teacher's Association and representatives of the USD 232 Administration.

3. Related Service Employees receiving reimbursement under section 2 will not be eligible for tuition reimbursement in section 1.

ARTICLE VIII: RELATED SERVICE EMPLOYEE COMPENSATION

A. District Compensation

The District shall compensate all Related Service Employees in accordance with the salary schedule indicated in Appendix A-1. Salaries of Related Service 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 Related Service Employees shall be required to possess license appropriate for their employment duties.

B. Payday Notification

Related Service 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 Supplemental Pay Schedule (Appendix B-2). An advisory supplemental committee will be created to review the Supplemental Pay

Schedule on an annual basis.

2. Related Service Employees who choose to accept lunch time student supervision will receive \$5 per lunch shift as well as one free school lunch, each day they have lunchroom supervision responsibilities.
3. The Related Service 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 of 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. Reimbursement for Licensure Requirements

The Related Service Employee shall be entitled to reimbursement in an amount not exceeding \$200.00 per fiscal year (July 1-June 30) for the purpose of relicensure (i.e. license expense, continuing education, etc.).

G. Credit for Professional Experience

At the time of employment with the District, a Related Service Employee shall be entitled to receive credit on the salary schedule for prior related service experience. Such prior related service experience must be in an accredited school/institution and must be approved by the Superintendent or their designee. The Related Service 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.

H. Salary Enhancement through Professional Development

The Professional Development Council approved points may be used advancement on the salary schedule. Twenty (20) points approved for both re-licensure and advancement will equal one (1) college hour.

Once employed by the District, the Related Service Professional may advance across the salary schedule by earning college credit for classes directly related to their assignment or advanced degree and/or by earning Professional Development points. The District Horizontal Movement Request form plus supporting documentation, including, transcript of college credit and/or eligible certificates of completion, must be turned in to the Human Resource Department by September 1 to receive advancement for the current contract. 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. Additionally, in order to use PD hours obtained during district/building professional development/in-service or meetings for horizontal salary movement, the professional development activity must be pre-approved by the Special Education Director as well as the Professional Development Council.

Prior to July 1, 2016, Professional Development points could only be used for Horizontal Movement within a five-year period. On July 1, 2016, a new policy was adopted by the board. Any professional development points earned after this date will no longer expire.

I. Professional Development Release Time

Related Service staff members may request up to three (3) paid days of professional leave for the purpose of earning Professional Development points and/or Continuing Education Units (CEU) necessary to maintain appropriate licensure/certification for their current assignment. Consideration of these requests will be balanced with available funding and other identified building/district priorities. If a Related Service Professional is required to attend a workshop or training, registration costs and other approved/appropriate expenses (including possible travel and meal costs) will be paid according to District policy.

J. Method of Payment

1. All Related Service 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 E 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.

K. Horizontal Schedule Placement and Movement

Related Service 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 Related Service Employee has earned a Master's Degree, only college credits earned following the completion of the Master's Degree will be used for establishing "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.

L. Related Benefits

1. Salary, Payment and Deductions

- a. Related Service Professionals 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 Related Service Professionals are required to file with the business office an Employee's Withholding Exemption Certificate, Form W-4, for both state and federal governments.
- c. Related Service Professionals 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.

M. Retirement

1. Kansas Public Employees Retirement System

- a. All public school employees meeting hours-worked requirements are required to be members of 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. Related Service 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. Related Service Employees teaching in the State of Kansas for the first time should file a retirement form with the business office.

N. 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 Related Service Employees in a single lump sum payment within 45 days of ratification of this agreement.

ARTICLE IX: PROFESSIONAL DAY

A. Number of Contract Days

Related Service Employee contracts shall not exceed 187 (190 for new-to-district employees) duty days or as stated in an individual Related Service Employee's contract.

B. Contract Day

The contract day for all Related Service 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, Related Service 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. Related Service 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. 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 Related Service Employee. The duty-free lunch section will be not less than 27 minutes per day. During this time, Related Service Employees may leave the building with administrative approval.

D. Guidelines for Faculty Meetings

The Related Service Employee may request to be excused from individual staff meetings and/or building level in-service activities if the meetings/activities do not relate to assigned duties and/or prior approval has been granted by the building principal and special education director.

ARTICLE X: USD 232 RETIREMENT PROGRAM

A. **Sick Leave Pay Out** – Upon retirement from the District with full or reduced KPERS benefits, a Related Service 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 15th.
2. Option 2 - \$104.00 per day provided written notice is received by May 1st.

However, a Related Service 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 Related Service 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 1st. **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 Related Service 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. Related Service Employees meeting both of the following criteria as of August 1, 2012 will receive a one-time lump sum payment of \$23,000:
2. 30 years of teaching experience;
3. At least 20 years of teaching experience in USD 232.

4. Related Service Employees meeting both of the following criteria as of August 1, 2012 will receive a one-time lump sum payment of \$19,000:
5. 25 years of teaching experience;
6. 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 Related Service Employee must declare their intent to retire, in writing, to the Human Resources Department no later than the first school day in March.

ARTICLE XI: DISCIPLINARY PROCEDURES

1. Related Service 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 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 years.
6. Disciplinary actions letters *b* through *e* (listed above) will be a permanent part of the related service employee's district personnel file.
7. Termination for disciplinary reasons is not a non-renewal.

APPENDIX A1: SPECIAL EDUCATION RELATED SERVICES SALARY SCHEDULE

USD 232 Salary Schedule 2024-2025

	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 A2: HEALTH SERVICES SALARY SCHEDULE

2024-25 Nurse Salary Schedule			
Step	ADN-RN	BSN-RN	MSN-RN
1	\$44,646	\$46,794	\$49,983
2	\$45,026	\$47,194	\$50,383
3	\$45,405	\$47,594	\$50,783
4	\$45,785	\$47,993	\$51,182
5	\$46,165	\$48,393	\$51,582
6	\$46,545	\$48,793	\$51,982
7	\$46,924	\$49,192	\$52,381
8	\$47,304	\$49,592	\$52,781
9	\$47,684	\$49,992	\$53,181
10	\$48,063	\$50,392	\$53,581
11	\$48,443	\$50,791	\$53,980
12	\$48,823	\$51,191	\$54,380
13	\$49,297	\$51,691	\$54,880
14	\$49,772	\$52,190	\$55,379
15	\$50,247	\$52,690	\$55,879
16	\$50,247	\$53,189	\$56,378
17	\$50,247	\$53,689	\$56,878
18	\$50,247	\$54,189	\$57,378
19	\$50,247	\$54,688	\$57,877
20	\$50,247	\$55,188	\$58,377
21	\$50,247	\$55,687	\$58,876
22	\$50,247	\$56,187	\$59,376
23	\$50,247	\$56,687	\$59,876
24	\$50,247	\$57,186	\$60,375
25	\$50,247	\$58,785	\$61,974
26	\$50,247	\$59,384	\$62,573
27	\$50,247	\$59,984	\$63,173
28	\$50,247	\$60,584	\$63,773
29	\$50,247	\$61,183	\$64,372
30	\$50,247	\$61,783	\$64,972

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 Head Wrestling (Boys & 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
HS/MS 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

SUPPLEMENTAL SALARY SCHEDULE FOR 2024-25

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
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:

Related Service Professionals Employment Parameters and Definitions

Special Education Related Service Professionals are an important and integral part of the entire instructional and support team in USD 232. Knowing the importance of supporting these professionals, the Related Service Handbook has been developed as a resource in sharing benefits, parameters, and procedures relevant to on-going employment. Due to the unique nature of the Related Service Professionals licensure and employment status, Article II, Section 4 of the 2016-2017 Negotiated Agreement between the De Soto Teachers Association and the USD 232 Board of Education, shares that those covered by the Negotiated Agreement include “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 after July 1, 2007.”

Specifically, professional employees not covered by the negotiated agreement would include principals, school improvement specialists, associate principals, coordinators, speech/language pathologists, social workers, audiologists, occupational therapist, physical therapists, building level nurse, district supervisory nurse(s), and district level administration.

Each contract that is not covered by continuing contract law is signed for a specific term (one year). If the contract of a related service employee is terminated during the term, the employee has basic due process rights, including notice of the reasons for termination. The rights in regard to termination are constitutional, not statutory in nature.

A related service employee whose contract is not being renewed shall be notified of the non-renewal prior to the Kansas statutory continuing contract date.

APPENDIX E:

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 F:

USD 232 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 15th 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 through inner school mail by September 15th.

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
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Full Time () Part Time ()

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's Signature_____

Immediate Supervisor's 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** _____