

Professional Agreement

Unified School District 250

**PITTSBURG
COMMUNITY SCHOOLS**

AND

**PITTSBURG
EDUCATION
ASSOCIATION**

2024-2025



Date:


Dear Staff,

We want to thank you for your support and patience as we completed a new agreement to guide our cooperative work in educating students. We are pleased that, with the support of the Board of Education, we were able to reach an agreement that benefits our bargaining unit staff.


All policies in this book have been ratified by the Pittsburg Educators' Bargaining Unit and approved by the Pittsburg Board of Education. The PNA has also been proof-read by both PEA and Pittsburg Board of Education. In addition to the policies found in the Negotiated Agreement, staff are required to follow all other non-negotiated board policies. All Board policies are located on the district website. The Negotiated Agreement can be found on the district website.

The Negotiated Agreement provides important information related to professional service and employment conditions. We encourage use of the information in the agreement as a valuable resource. Please do not hesitate to contact administrative personnel and the leadership of Pittsburg NEA if we can assist with clarifications of policies and supplemental documents found in the agreement.

Thank you again for your continued service to the students of our district.



USD 250 Superintendent



PEA President

DURATION CLAUSE

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

The Board and the Association agree to reopen negotiations for the 2024-2025 year for salary and other items of mutual interest only in the event of significant changes in state funding, Interlocal funding, enrollment changes, catastrophic incident, or if mutually agreed.

This Agreement between the Board and the Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

(Letter: Updated August 2024)

(Letter: Updated August 2024)

Revised October 2022

SECTION I: PROCEDURES FOR OPEN COMMUNICATION

- A. Board Recognition. The Board recognizes teaching as a profession and the Association as the organization which represents the bargaining unit staff. This does not eliminate the right of other groups or individuals to be heard by the Board.
- B. Responsibility of the Association. The Association should have a well-informed, responsible membership. It should seek high goals of teacher excellence, professional ethics, and personnel practices. Research committees should compile evidence to substantiate whatever is presented by the Association as the needs and the desires of its membership. The Association has a duty to educate its membership to those realities of school system operation with which any proposals are concerned.
- C. Request for Conferences. If the Association wishes to discuss a matter or make a proposal, said request should be made to the Superintendent. Said request for a conference should be accompanied by a written statement setting forth the nature of the proposal or matter to be discussed. Said request should result in a recommendation being made by the Superintendent to the Board as agreed upon by the conferees. In the event that the conferees fail to reach an agreement, the Association may choose to request the Superintendent to arrange for a conference with the Board to be held within a period of fifteen (15) days after the request is made. In a reverse procedure, the Board or the Superintendent may desire to discuss a matter of mutual concern with the Association, and a written request for a conference should be addressed to the President of the Association. The request should state the nature of concern and should result in a conference being held for the purpose of a mutual understanding. The conferees should freely exchange any data or available information relating to the subject under consideration.
- D. Policy. If the participants reach agreement, it shall be recommended to the Board for policy action. When such cooperatively developed agreement becomes a policy through the Board, it is to become part of the Policy Handbook distributed to all staff members.

SECTION II: PROFESSIONAL RESPONSIBILITIES

Section II, Article 1: Introduction

- A. Except as provided in this section, no employee will be regularly required to open his/her classroom to early-arriving students or those waiting for rides, or to perform other duties for the purpose of supervising students before and after school.
- B. A total of 186 employee days for continuing employees will be scheduled. One day shall be collaboratively scheduled to meet the educational needs of each building. The time scheduled shall be equal to a regular duty day, but the time may be apportioned over several days as best meets the needs of the building. The schedule of the building shall be submitted to the Superintendent for approval.
- C. For employees new to the district, up to three additional days shall be scheduled immediately between June 15th and the day immediately prior to the regular duty year. Employees in attendance shall be paid \$100 per day.
- D. School days will be a maximum of 6 hours 50 minutes in length excluding lunch.

- E. Duty days will be a maximum of 7 hours 15 minutes in length plus a 25-minute duty free lunch period. It is agreed by the parties that the time of 10 minutes before and 15 minutes after the instructional day shall be used to prepare for professional responsibilities.
- F. Employees shall dress with appropriate formality for the curriculum being taught and the particular activity of the day. Employee dress shall be modest, neat, and clean. Concerns by an administrator over the dress of an employee shall be addressed individually with the employee.

Section II, Article 2: Professional Day

The presence of the employee is expected during the school day when the employee has an assigned responsibility with pupils in the classroom or other assigned duties. If an employee needs to be absent from the school grounds during his/her lunch period, the employee shall sign out in the building office. If the employee needs to leave during his/her planning or collaboration period, the employee shall sign out in the building office or use another form of communication as determined by building administration. The act of communication or signing out is not seeking permission; merely informing. If while checked out of the building, there is an emergency alert on the district emergency alert system, the teacher should check in to verify status. This means if you are present for the day and then check out, not absent for the entire day. (Updated August 2024)

- A. The Board shall provide the following duty-free professional planning times based on full-time:
 - 1. Teachers, grades Kindergarten-5; a 60-minute block daily.
 - 2. Teachers, grades Kindergarten-5, will receive an additional 90 minutes of professional planning time in a 6 day specials' rotation.
 - 3. Exception: Special subject elementary teachers (music, art, P.E., library, etc.) an average of 60 minutes per day each week with an additional 90 minutes of professional plan time in a 6 day specials rotation.
 - 4. Teachers will use 90 minutes during a six day rotation for professional learning communities, data collaboration, work with instructional coach, etc. Due to scheduling limitations, administrators cannot guarantee the additional 90 minutes of specials will allow all grade level teachers to meet at the same time. Teachers and administrators will remain flexible. Teachers' professional planning time used for professional learning communities, collaboration, and work with the instructional coach will not exceed 90 minutes in a 6 day rotation.
 - 5. Teachers, grades 6-12: the equivalent of one class period per day for duty free planning and one class period per day for collaboration time. In the event it becomes necessary to offer additional class periods or course offerings to meet student needs or maintain flexibility in scheduling, a teacher's collaboration time may be requested by the building principal to be utilized to fill the need. See Section II, Article 3: Extra Assignment and Extended Contract Rate for compensation of additional duties during planning periods.

A proportional amount of planning time shall be provided for part-time employees. Determination of planning time for traveling teachers will be based upon the level at which the employee is assigned the greatest number of minutes of instructional duty.
 - 6. Collaboration time may include, but are not limited to, IEP meetings, SIT meetings, ESOL meetings, parent meetings, instructional coach meetings, data crunch meetings, department/grade level meetings, component meetings, and meetings with outside agencies,

- B. The Board shall provide twenty (20) minutes of travel time between buildings for employees who are assigned to more than one building.
- C. Alternative Scheduling - The Board and the Association agree that in order to respond to varying needs and learning styles of students, alternative schedules, school days, curricula, and calendars should be considered. Employees, administrators, and the Board are encouraged to participate in a dialogue regarding alternative schedules and to propose and consider options. If a principal, employee, and the Board agree to an alternate but equivalent schedule or program, such programs or schedules may be offered and will not be considered a contract violation. This means that length of the school day, arrival and departure times, number of days, and calendar may all be changed if the result is equivalent to the hours and amounts of work defined in Section II, Article 1. In addition, if the Board determines that it is in the best interest of students to change the length of the school day and the school year for a building or for the district, it may make those changes, so long as the hours and amounts of work are equivalent to those established in Section II, Article 1.

Section II, Article 3: Extra Assignment and Extended Contract Rate

- A. The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement.
- B. Any employee whose assignment exceeds the number of duty days in the regular employee work year (Section II, Article 1) will be additionally compensated on a per diem basis.
- C. An employee and an administrator may mutually agree to an assignment of duties during the employee's planning period. Such an agreement shall include the duration of the assignment. It is agreed that the assignment shall not be considered part of the employee's primary contract. The rate of extra pay shall be calculated by the following formula using a daily basis: (Total minutes in extra assignment) divided by (total minutes spent teaching in the day). That decimal fraction multiplied by the primary salary of the employee shall be the extra pay if the assignment is for the entire school year. If the assignment is a portion of the school year, it shall be reduced proportionately to the lesser time.
- D. Extended contracts will be given to the following positions. (Updated August 2024)
 - a. Elementary Counselors: 10 days
 - b. Secondary Counselors: 20 days
 - c. Elementary Librarians: 5 days
 - d. Secondary Librarians: 20 days

Section II, Article 4: Employee Responsibilities

The employee shall spend the necessary time for the following:

- A. Complete and adequate preparation to carry out the responsibility to pupils and for necessary administrative work related to his/her teacher assignment.
- B. Individual conferences between employee and administrator at mutually agreeable times, and staff conferences when necessary.
- C. Student and parent conferences when necessary.

Section II, Article 5: Reduction of Non-Teaching Duties

To enable instructors to meet more effectively their responsibilities, the Board agrees to strive continually to reduce the non-teaching services presently performed by instructors through the employment of non-certificated personnel and/or the expansion of supportive services.

Section II, Article 6: Exclusions from the Professional Day

A. All employees shall have a duty free lunch period.

B. Employee attendance at school and student events outside the duty day is encouraged.

C. Employees that are assigned and accept duties in addition to those set forth in Section II shall be compensated as indicated in the Supplemental Salary and Extra Duty Schedule. Such variations from Section II are voluntary and must be mutually agreed upon by the employee and the administration.

D. During each school semester, the principal may accept volunteers to supervise students during the lunch period. Employees shall be paid \$8.00 per clock hour or, at the option of the employee, a district-paid lunch, for this supervisory duty. Through mutual agreement with the principal and the employee, the employee may agree, as part of his/her regular schedule, to a non-academic period during the lunch hour for use as lunchroom supervisor without additional compensation.

E. Faculty Meetings: (Updated August 2024)

1. The Association and the District recognize the value and importance of effective communication within district buildings. At certain times faculty meetings are necessary to clarify issues and procedures, discuss future goals and objectives, and resolve emergency situations. Administration may use other forms of communication in lieu of staff meetings when appropriate.

Other forms of communication (i.e. memos, email, announcements, etc.) are recommended when information can be effectively disseminated without face-to-face interaction.

2. When meetings are necessary an agenda will be provided to participants as early as possible with a minimum of at least one day prior to the meeting.

3. Typically, faculty meetings should be held at a regularly scheduled time and dates are provided at the beginning of the school year, occur no more than once a month, and not exceed one hour in length. Administration reserves the right to call an emergency faculty meeting if necessary. Administration will provide alternate forms of communication to keep teachers informed outside of the monthly staff meetings. It is a teacher's responsibility to read an administrator's updates and ask questions if they need clarification.

4. Emergency situations may require additional meetings and may be called at the discretion of the principal. In such cases, the principal shall notify the superintendent to verify the need for an emergency meeting.

5. Faculty members are expected to attend all staff meetings, but the principal may waive this requirement for staff members that have other school duties, conflicts due to illness or medical appointments, or other reasons as approved by the principal.

6. Professional employees shall be compensated for faculty meetings that are called by the principal, are outside the contract day, are not of an emergency nature, and exceed the recommended once per month. The compensation shall be announced in advance and shall be at the rate outlined in Section X, Article 9.

Section II, Article 7: Work Days

The Board agrees to provide each employee two (2) duty-free work days at the beginning of the school year and a duty-free work day at the end of the first semester. Additional duty-free work days may be adopted on a year to year basis by the Board. These shall be days in which students will not be in attendance and administratively called meetings shall not be held. Employees who have professional duties outside the building shall sign out in the school office.

Section II, Article 8: Safe Environment and Student Supervision

Administration, certified staff, non-certified staff, and parents share the responsibility for safety of students. To ensure a safe environment during student arrival and departure times, employees will meet with the School Improvement Team to develop a mutually acceptable plan for safety and supervision for each building. This plan may include the assignment of employees to supervision duties either before or after school. These assigned duties shall be limited to 7.5 hours per semester

Section II, Article 9 Flex Professional Development Days (Updated August 2024)

A. Flex professional days shall be used for curriculum learning and updates; learning and work required to meet district initiatives, to improve content knowledge, training to improve instructional practice and application, learning to improve knowledge to meet the academic, learning, and social-emotional needs of all students, or other learning necessary to meet the changing needs of teachers, families, and students.

A. Flex professional days shall be documented uniformly across the district. The format will allow employees to view submitted hours and update if necessary. The format will allow for tracking time and activities, ie: a shared Google Sheet or a Google Form that automatically sends the employee a copy. Documentation of learning will include date, learning, and time.

A. Certificates, proof and artifacts of Flex Day completion shall be required only when the teacher submits a request for professional development points to the PDC system. When Flex Day work is submitted for points, all PDC requirements must be met for professional development points.

A. If the professional learning activity meets the guidelines for professional development or meets the guidelines stated in Section II, Article 9, A, the hours will be accepted by the district for meeting contract time of flex professional development time.

A. Building administrators may use up to $\frac{1}{3}$ of professional development flex time for required, specific learning. Administrators must notify employees by May 1 of the current year, if the administrator will be using $\frac{1}{3}$ of the professional development flex time the following year. Administrators should identify the learning and rationale.

A. Flex professional development days will be completed from June 1st to May 31st.

A. Flex professional development days may be completed collaboratively or individually.

A. College courses may be used for meeting the requirements of flex days. The amount of flex time hours will be equivalent to professional development guidelines; ie, 1 graduate college hour is equal to 20 clock hours.

A. Flex professional development will be completed outside the school day and other contracted days such as work days.

A. This will sunset at the end of the 2024-2025 school year and be reevaluated during the bargaining session.

SECTION III: EXTRA DUTY ASSIGNMENTS

A tremendous amount of cooperation among all staff members is necessary in order to provide adequate supervision and sponsorship of the student activities in the schools. Necessarily, each employee will be given certain duties relating to student activities which occur outside the regular classrooms. Corridor, playground, club and student organization supervision and sponsorship duties during the professional day will be assigned to employees by the principal. However, assignments made for ticket taking, ticket selling, and other duties shall be by consent of the employee and shall require payment according to an adopted plan for Extra Duty Pay.

SECTION IV: SAVINGS CLAUSE

If any provision of a negotiated agreement is held to be contrary to law, then such provision shall be invalid or non-subsistent except to the extent permitted by law, but all other provisions shall continue to full force and effect.

SECTION V: GRIEVANCE PROCEDURE

A. A grievant is any employee, group of employees, or the Association on behalf of employees who files a grievance.

B. A grievance is an alleged violation, misapplication or misinterpretation of the provisions of the negotiated agreement between the Association and the Board, and/or the provisions of an employee's individual contract of employment.

Section V, Article 1: Purpose

The purpose of this procedure is to secure, as quickly as possible and at the lowest possible level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.

Section V, Article 2: Procedure

By mutual agreement, the following timelines on any level may be extended.

Level 1. The grievant must request an informal conference with the Principal or other immediate superior within ten (10) school days or fourteen (14) calendar days, whichever is less, after becoming aware of the grievance. At this conference, the grievant shall directly seek to resolve the matter informally. At this level, neither party may have representation. At all other levels, each side shall be entitled to representation.

Level 2. If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) school days or seven (7) calendar days, whichever is less, after presentation of the grievance, the grievant may file the grievance with the Superintendent. Such grievance must be filed with the Superintendent within 5 (5) school days or seven (7) calendar days, whichever is less, of the decision at Level 1. Within the five (5) school days or seven (7) calendar days, whichever is less, after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and a representative (if the grievant chooses to have representation) in an effort to resolve it.

Level 3. If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within five (5) school days or seven (7) calendar days, whichever is less, after presentation of the grievance, the grievant may file the written grievance with the Clerk of the Board. Such grievance must be filed with the Clerk of the Board within five (5) school days or seven (7) calendar days, whichever is less, of the decision at Level 2. Within twenty (20) school days or twenty-eight (28) calendar days after receipt of the written grievance by the Clerk of the Board, the Board will meet with the aggrieved person and a representative (if the grievant chooses to have representation) in an effort to resolve it. The Board shall render a written decision within five (5) school days or seven (7) calendar days, whichever is less, following said meeting.

Level 4. The grievant may appeal the decision of the Board to the District Court pursuant to K.S.A. 60-2101(d.)

Section V, Article 3: Method

The request for review of a grievance at all levels shall be made in writing and shall be specific as to the nature of the alleged grievance. Said grievant or representative shall cite with particularity the provision of the agreement or the grievant individual contract of employment which the grievant believes has been misapplied, misinterpreted, or violated. The grievant shall describe to the best of his/her abilities the alleged event or act giving rise to the grievance including approximate time, date, place and the name(s) of known witness(es), together with the relief sought.

Section V, Article 4: Grievance Forms

- A. All grievances shall be filed in writing on forms designated and furnished by the Board.
- B. All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly a party in the hearings.
- C. No reprisals of any kind will be taken against any aggrieved person, any party in interest, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure by reason of such participation.
- D. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

SECTION VI: EMPLOYEE RIGHTS

Section VI, Article 1: Complaints

Any complaint regarding an employee reflecting concern about his/her performance in or out of the classroom made by any parent, student, or other person that is deemed serious shall be

promptly called to the employee's attention. If the complaint is either placed in the employee's file and/or used in an evaluation or reprimand, the employee shall receive a copy of said complaint.

Section VI, Article 2: Teacher Discipline

A. General Provisions

1. The Association recognizes the right of the Board to discipline its employees.
2. No employee will be formally disciplined without just cause.
3. Appropriate levels of discipline shall be used.
4. Employees are entitled to bring a representative of their choice to any discipline meeting.
5. Information concerning proposed disciplinary actions is confidential and may be shared on a need-to-know basis.
6. Disciplinary action should not be taken in front of co-workers not involved in the process.
7. Disciplinary action should not be taken in front of students, and/or parents.
8. Arbitrary changes in assignment or working conditions shall not be used as disciplinary measures.

B. Appropriate Discipline

It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and, are to be taken by administrators in situations of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

1. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements may be given by administrators on their own initiative. Written statements included in this category will not be included in an employee's personnel file.
2. Formal: Formal disciplinary actions, such as improvement plans, written reprimands or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. Within a 10-day period following the administrator's awareness of an employee's actions that warrant formal discipline, discipline may be taken. Discipline actions may include, but are not limited, to the following:
 - a. The administrator will hold a conference with the employee. A summary of the conference will be prepared and all parties attending the conference will sign the summary. The employee will be provided with a copy of the signed notes. A copy will be included in the employee's personnel file.
 - b. The administrator will hold a conference with the employee and inform the employee of the proposed discipline. If a letter of reprimand is included, the employee shall have 10 days from receipt of the administrator's formal letter of reprimand to file a written response.
 - c. The Superintendent may place an employee on probation. Terms of probation are explained below.
 - d. The Superintendent may suspend the employee with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the employee to duty, or give notice of the Board's intent to terminate or non-renew the employee's contract.

- e. The Superintendent may recommend termination of the employee to the Board and suspend the employee with pay until such time as the Board acts upon the recommendation. If the Board takes action to terminate, the employee will be informed of due process rights according to Kansas law.

C. Probation

1. Any employee who has violated conditions of contract, statute, or Board policy may be placed on probation by the Superintendent for up to one (1) year.
2. Within five (5) school days of the receipt of such notice, the employee may request a meeting with the Superintendent to present reasons why he/she should not be placed on probation. The employee may bring a representative of his/her choice to this meeting. Within five (5) school days after the meeting the Superintendent will inform the employee, in writing, of his/her decision concerning the recommendation for probation.
3. The employee will remain on the same vertical salary step until removed from probationary status.
4. An employee who is on probation may be removed from probation at any time by the Superintendent.

Section VI, Article 3: Teacher Rights

- A. "Teacher" as used in this provision shall mean any certified employee of the district who is required to hold a teacher's certificate/license issued by the Kansas State Department of Education, including classroom teachers, librarians, counselors, elementary specials teachers, secondary exploratory teachers, and instructional coaches. In this section, "teacher" shall not include activities directors, principals, assistant principals, the superintendent, or assistant superintendents. (Updated August 2024)
- B. All contracts of employment of teachers, except Supplemental Contracts, shall be deemed to continue for the next succeeding school year unless written notice of intention to non-renew the contract is served by the Board upon any such teacher on or before May 1, or the teacher shall give written notice to the Board on or before May 15 that the teacher does not desire continuation of said contract, unless otherwise provided by law. Terms of a contract may be changed at any time by mutual consent of both the teacher and the Board, provided such change does not violate any provision of the negotiated agreement of which this section is a part.
- C. The procedures established in K.S.A. 72-5446 shall apply in any termination or nonrenewal hearing if the employee alleges that said termination or non-renewal is the result of having exercised a constitutional right.

Section VI, Article 4: Fair Dismissal of Teachers

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. If a teacher is terminated, he/she shall be afforded the rights to this procedure to appeal that decision.
3. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.

4. Starting in Year Four of teaching with the district, teachers shall have earned nonprobationary status. At its discretion, the Board may formally grant nonprobationary status to any teacher earlier.
5. Nonprobationary teachers may be non-renewed for just cause, including ineffective performance, provided the procedural process is closely observed. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed non-renewal is to be based on in effective performance, the district evaluation procedure shall be followed. The nonprobationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.
6. If the nonrenewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or nonrenewal.
7. If the nonprobationary teacher is nonrenewed, he/she shall be notified in writing prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The nonrenewed teacher will have fourteen calendar days from the postmark/witnessed hand-delivery of the letter to file a written request with the Board clerk for a hearing.
8. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from either the KSDE list or the AAA list.
9. During the hearing, the entire basis for the nonrenewal shall be proffered by the district and the teacher may present his/her response. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall solely determine whether to sustain or reverse the nonrenewal and shall be rendered in writing to both parties within seven calendar days.
10. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.
11. If the teacher prevails, he/she is reinstated in full. If the Board prevails, the nonrenewal is final. The decision is binding on both parties provided that either party may appeal a decision it believes arbitrary or capricious.
12. The teacher shall pay for his/her expenses, including any witnesses and/or representation. All other expenses of the hearing shall be paid by the district.

Section VI, Article 5: Access to Personnel Files

- A. Any employee's file shall be open to inspection by the employee during normal business hours. The employee shall have the right to respond to all materials contained in said file. No derogatory materials regarding the employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has had an opportunity to review the material. An employee may request the removal of any derogatory materials from the file. If the materials relate to events more than six years old, the request shall be honored.
- B. When the derogatory materials represent proof of behavior which is serious in nature, and if the behavior has been repeated and documented during the six-year period, then the Superintendent may refuse to remove the derogatory material until such time as no further incidents have occurred for a six-year period.

SECTION VII: ASSOCIATION RIGHTS

A. Use of Facilities and Equipment

The Association shall have the right to use school buildings for meetings without charge. The Association shall have the right to use school facilities and equipment without charge. Such equipment shall include, but not be limited to, word processing equipment, and computers (including e-mail), calculating machines and audio-visual equipment when such equipment is not otherwise in use. The use of copy machines shall incur a charge that represents the appropriate cost of that service.

B. Communication

1. All bargaining unit members shall have use of District communication services to communicate with one another or the Association regarding Association business.
2. The Association shall have the use of employee mailboxes, physical or technological, to communicate with employees.
3. The Board shall provide the Association access to at least one bulletin board in each facility. The Association shall have the right to post notices of activities and matters of Association concern on such employee bulletin boards.

C. Exclusive Rights

The rights granted to the Association shall not be granted or extended to any other organization claiming to represent employees of the district.

D. Reproduction of Agreement

Copies of this Agreement shall be printed at the expense of the Board and distributed in a timely manner. The Board shall furnish ten (10) hard copies and two (2) electronic copies of this Agreement to the Association for its use.

SECTION VIII: POSTING OF OPENINGS/TRANSFER

A. An "opening" is a vacancy created through resignation or death of an employee, leave of absence, transfer, creation of a new position/program and/or redefining of positions(s). The Building Principal shall distribute by email to all teachers in the building where the vacancy is located for three days prior to February 1. If someone within the building is interested, the building principal and interview team may interview the candidates and make a determination to approve the transfer or not. If the interested staff member is not approved for the transfer, the Building Principal will contact them personally and provide reasons for not selecting them to fill the vacancy. If the position is not filled within the building, the position will be posted internally and/or externally. After February 1st, the Building Principal will post the position internally and externally at the same time. This is to provide the district the opportunity to advertise for positions in a timely manner so that the best candidate can be secured without delaying the process that can cause qualified candidates an opportunity to take positions elsewhere. Internal candidates may be provided an opportunity to interview with the Building Principal and the interview team. No offers of employment shall be extended prior to the deadline of the job posting date on the USD 250 website.

B. The Human Resources Director shall distribute by email to all employees a list of openings for the following school year. All openings shall be posted for not less than three (3) working days prior to being filled. Summer postings shall be distributed by email.

C. An exception may be made if an employee returning from an extended leave or an employee who has had his/her position eliminated has not been placed by April 15. Said employee may be placed in a suitable vacancy without said vacancy being posted.

- D. Openings which occur for the current year shall be posted by email to all employees not less than two (2) duty days prior to being filled.
- E. In all cases, the vacancy list shall include: 1) position title; 2) building location; and 3) The general expectations of that particular opening. Filling professional openings involves a process that might vary from building to building but will include staff involvement.

When an opening occurs, the needs of the building and district will be considered in deciding the skills, knowledge, and attributes most desirable in the replacement employee. The district shall seek to employ the best available candidate for the opening based on the criteria established for that opening and the priorities listed below.

In determining the best candidate, recent professional evaluations, related accredited experience, advanced coursework and degrees, additional relevant certifications or endorsements, and compatibility with the current staff and programs shall all be considered.

The procedures and interview questions will reasonably vary from position to position.

Appropriate staff members will be involved in the interview. A recommendation consistent with these guidelines will be made by the administration to the Board, who shall have the final determination.

- F. If an employee applies for an opening or potential opening for which he/she is licensed, he/she may receive an opportunity to interview for the position. To apply for the position, the applicant will be required to submit a current resume to the Human Resources Director. If the employee is not selected to be interviewed, the Building Principal will personally speak to the employee and provide reasons for not being selected.
- G. If the employee's request for the transfer is denied, the employee shall be informed in writing of the reasons for the decision by the Building Principal.
- H. A "non-voluntary transfer" is a transfer of an employee from one position to another by the Superintendent without an initial request for transfer from the employee. Non-voluntary transfers are sometimes necessary, but should be kept to a minimum. If an employee is transferred non-voluntarily, he/she will be consulted prior to the decision being made and will be notified in writing by his/her supervisor of the new assignment, starting date, and reasons for the transfer at least one week in advance.

SECTION IX: EMPLOYEE BENEFITS

Section IX, Article 1: Section 125/Insurance

- A. The Board will provide Section 125 Cafeteria Employer Paid Plan for all employees. Options will include Health Insurance, Group Term Life Insurance, Salary Protection Insurance, Cancer Insurance, Dental, Vision, Medical Reimbursement, and Dependent Care. The employee cannot change any options between October 1 and September 30, unless family status changes as follows: marriage, divorce, death of a spouse or child, or discontinuance of employment. The Board retains the sole right to select all common carriers of all benefits. Any rules promulgated by the Federal or State Governments and the Internal Revenue Service that affect the Section 125 Cafeteria Employer Paid Plan will be considered by the Board. Under these circumstances, the Board reserves the right to alter, modify, or terminate

the Section 125 Cafeteria Paid Plan in order to be in compliance with these rule changes. Employees will be eligible to participate in the Section 125 Cafeteria Employee Paid Plan. The Board will designate an aggregate amount of all benefits for the maximum dollar amount of deductions.

B. Each full-time employee who chooses to participate in the group health insurance plan shall have the following amounts per month to apply toward district provided health insurance

	Option 1/A	Option 2/B	Option 3/C	Option 4/D
Single Plan:	\$774/mo.	\$774/mo.	\$774/mo.	\$/mo.* be determined by BOE
Employee/Child(ren)	\$874/mo.	\$874/mo.	\$874/mo.	\$874/mo.
Employee/Spouse	\$874/mo.	\$874/mo.	\$874/mo.	\$874/mo.
Family	\$974/mo.	\$974/mo.	\$974/mo.	\$974/mo.
		*/mo. board paid to HSA if enrolled		

If the employee's health insurance premium is less than the fringe benefit, then the excess fringe amount may be applied to other benefits in the IRC 125 plan. Cash shall not be an option. Persons employed a minimum of half-time who choose to participate in the group health insurance plan will receive a pro-rated amount equal to the contract percent (FTE).

C. Employees that participate in the district provided group health insurance through Greenbush Health and whose spouse is employed in another district or Interlocal that also participates in Greenbush Health, may pool their fringe benefit dollars toward an employee/spouse or full family plan.

This arrangement shall require an agreement between the two districts and shall run from year to year until severed by either district. The employee may provide a preference as to which district carries the policy, but the final determination shall be made by the districts. Special consideration will be made to ensure districts meet minimum participation guidelines from the insurance carrier.

The fringe may only be applied to the health insurance premium.

The amount forwarded from the first district to the second district shall be up to 100% of the fringe amount specified in this agreement. However, if the combined negotiated fringe amounts exceed the premium for the selected plan, then each district's contribution shall be reduced equally. For example, if the combined fringe amount for the two districts is \$725 and the selected employee/ spouse premium is \$625, then each district reduces its fringe obligation by \$50 per month.

D. The board-provided health insurance benefit for professional employees covers a 12month period and shall be renewable annually at the coverage level determined by the employee.

The district group health insurance coverage becomes effective October 1 of the year in which the employee enrolls. For those employees who complete their employment contracts for the school year, the district's health insurance program continues for 12 months of

benefits ending September 30 or until a former employee becomes eligible for group health insurance under a new employer's plan.

Should employment be terminated prior to the end of the employee's contract, health insurance coverage will stop at the end of the last month the employee works.

Should the district's group health insurance carrier require an end to coverage on the last day of the month the school year ends, the district will continue to pay its portion of the health insurance premium for a former employee as COBRA coverage until September 30 or until the former employee becomes eligible for group health insurance under a new employer's plan.

District employees with service of 10 years or more who wish to continue district group health insurance coverage after retirement may do so pursuant to K.S.A. 12-5040. Written application filed with the clerk of the board shall be within 30 days following retirement of the employee. Coverage under the employee group health care benefits plan may cease to be made available upon (1) the retired employee attaining age 65 years, (2) the retired employee failing to make required premium payments for two consecutive months, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

Section IX, Article 2: Sick Leave and Bereavement Leave

1. Sick Leave

- A. A school year for sick leave purposes is defined as that period of time included in each employee's contract when said employee is considered "on duty".
- B. Employees shall be entitled to ten (10) days absence each school year without loss of pay when such absences are caused by or contributed to by personal illness of the employee or illness or death of a near relative, or attendance at a funeral, or quarantine of the employee.
- C. Any unused sick leave may be accumulated. (updated August 2024)
- D. If the employee has used all available sick leave days, personal leave days, and if applicable, sick leave pool days, and has additional need for sick leave, additional leave may be purchased by reimbursing the cost of a basic substitute (this cost is to be paid regardless of whether or not a substitute is required).
- E. Changes made to Section IX, Article 2, B will sunset at the end of school 2024-2025 in order to evaluate data and make any necessary changes. The two discretionary days will return to sick leave days if discretionary leave is not ratified for 2025-2026. (Updated August 2024)

2. Bereavement Leave:

- A. A maximum of five (5) days leave shall be allowed in case of the death of a child, spouse, parent, grandchild or corresponding in-laws or step-relatives.
- B. A maximum of three (3) days shall be allowed in case of the death of a sibling, grandparent, or corresponding in-laws or step-relatives.
- C. A maximum of one (1) day shall be allowed in the case of the death of an aunt or uncle, nephew or niece, or corresponding in-laws or step-relatives.

- D. Bereavement leave may be taken any time within thirty (30) days of the death of a family member. Days do not have to be taken in consecutive order.
- E. Additional Bereavement days may be granted at the request of the teacher.

Section IX, Article 3: Sick Leave Pool (Updated August 2024)

There is hereby established a pool of sick leave days for use by employees. The sick leave pool shall be used in the event of prolonged medical condition and will be implemented as follows:

- A. Each employee shall be a member of the sick leave pool and eligible for the benefits therein unless at the time of initial employment, the employee provides a written letter stating the employee's desire to opt out. The letter should be submitted to the HR director, superintendent, and building administrator.
- B. Each employee shall contribute one (1) of his/her sick leave days per year to the sick leave pool during the first three (3) years of employment. After the first day of contribution the employee shall be considered vested in the sick leave pool.
- C. If the accumulated days in the sick leave pool are less than one hundred (100) days at September's payroll, any year, vested employees shall also contribute one (1) additional day to the pool in order to replenish the days.
- D. Days contributed by an employee become a permanent part of the pool and will not be refunded to that employee.
- E. Any employee who wishes to use the sick leave pool must present a written formal application to the sick leave screening board and may be required by request of the superintendent or Human Resource director to provide evidence that the employee or eligible family member is under a doctor's care. The screening board will consist of:
 - 1. the Superintendent or his/her designee;
 - 2. the principal of the building where the applicant is employed;
 - 3. the Association building representative where the applicant is employed, and
 - 4. the President of the Association.
- F. No screening board member shall vote on his/her own request. If the applicant is one of the foregoing, an alternate shall be appointed by the remaining committee members.
- G. The application must include a written statement concerning why the employee is applying to use days from the sick leave pool. The Superintendent may require a statement from the employee's physician or physician of the eligible family member certifying that he/she is incapable of performing his/her duties as a result of the prolonged medical condition. The physician may be asked to certify in writing the number of days absence the given illness or disability requires.
- H. The sick leave screening board shall meet and review an application for use of the sick leave pool. After review of the application, the screening board, a 2-2 vote of the screening board shall be considered to be an approval of the application.
- I. Written notification of approval or other disposition of the application will be made by the district human resources director or designee to the applicant and the screening board.

- J. Before using the sick leave pool, each employee shall have depleted all sick and personal leave days. However, the employee may retain 2 discretionary days. The intent for being able to retain two discretionary days is to allow for employee's needs that are not directly related to the prolonged medical condition the sick leave pool days were necessary for after returning to work. For example, if an employee had a surgery, used the sick leave pool to help cover required time off from work, then the employee's child is sick, the two days can be used. Additional sick leave pool time would not be applicable because the child being sick was not a prolonged medical condition.
- K. The sick leave pool may not be used to cover employees who are receiving pay from worker's compensation.
- L. At the end of each contract year, any unused days in the sick-leave pool shall be carried over into the sick-leave pool for the next contract year. A report documenting the number of requested days, status of approval, and pool balance will be provided to the screening board at the conclusion of each semester.
- M. No employee may draw more than thirty (30) total contract days from the pool during any school year (July 1 - June 30). The total 30 days may be used consecutively or intermittently under the eligible conditions that the employee or eligible family member is under a doctor's care for a prolonged medical condition. For example, the employee or eligible family member has a doctor's appointment, medical treatment, therapy, or other requirements of a doctor are examples of intermittent leave.
- N. The provisions of this section shall apply only to employees, spouse, domestic partner, parents of the employee or spouse or domestic partner, custodial children, guardianship children, and children or stepchildren of the employee.
- O. Parental leave: All laws for the Family Medical Leave Act will be applied. This 12 weeks of leave can be paid with accumulated sick, personal, or discretionary leave. If accumulated sick, personal, or discretionary leave has been depleted, then the employee may apply to the sick leave pool. All sick leave pool policies apply. If the employee has used all available sick leave days, personal leave days, and if applicable, sick leave pool days, and has additional need for sick leave, additional leave may be purchased by reimbursing the cost of a basic substitute (this cost is to be paid regardless of whether or not a substitute is required).
- P. Approved and used sick leave pool days shall be recorded and tracked through the computerized system the district uses for teachers to request substitutes.
- Q. The provisions in this section are not intended to conflict or alter any provision of the Family Medical Leave Act. Should a conflict between this section and the Family Medical Leave Act arise, the Family and Medical Leave Act provision shall override any conflicting provision.

Application for USD 250 Sick Leave Pool EXAMPLE (2024)

Name: _____

School Building: _____

Date of application being submitted: _____

To be completed by employee:

1. Have you used all of your accumulated sick leave, personal leave, discretionary leave?
 Yes, I have used or will use all my sick and personal (discretionary leave) by the first day of my sick leave pool leave request.

	Number of Days	Dates:
Consecutive Leave		First Day: _____ Final Day: _____
*Intermittent Leave		From _____ To _____
TOTAL Number of Days		

* (to be used intermittently after returning to work for continuing care of the prolonged medical condition)

2. The reason I am requesting these days meets the requirements for sick leave pool eligibility. PNA: Section IX: "The sick leave pool shall be used in the event of prolonged medical condition."
 Yes, I am under a doctor's care for a prolonged medical condition.
 OR
 Yes, an eligible family member is under a doctor's care for a prolonged medical condition. Eligible family members: spouse, domestic partner, parents of the employee or spouse, or domestic partner, and children or stepchildren of the employee.

To be completed by employee and employer representative:

My administrator or a district office employee:

- Reviewed with me the rules, procedures, and options for applying for sick leave pool, extended leave, and catastrophic leave.
- Reviewed with me the cost and process I would be charged if I need more than 30 sick leave pool days.
- Reviewed with me Family Medical Leave Act, FMLA, rules, including rules specific to school employees.
- Reviewed with me how to access the negotiated agreement online.
- Answered all of my questions.

Administrator or designee: _____ Date _____

Employee: _____ Date _____

Employee Name: _____

Patient's Name if not employee: _____

Relationship to Employee: _____

By my signature below, I agree to the release of information to facilitate this request from my physician to Pittsburg Community School District USD 250 and Sick Leave Pool Screening Board.

Employee Signature _____ Date _____

To Be Completed by Physician:

Name of Patient _____

Health Issue: _____

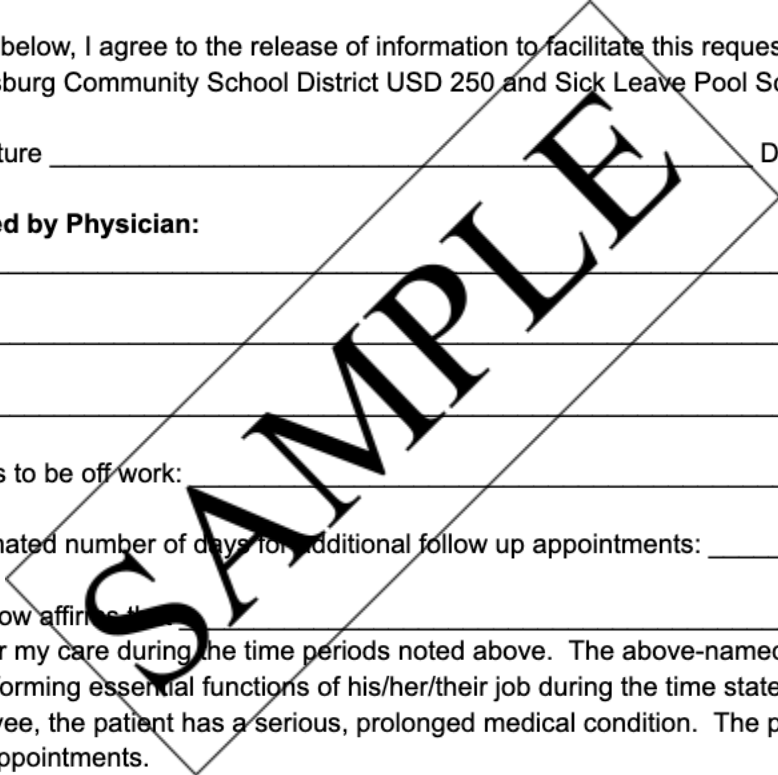
Anticipated dates to be off work: _____

Anticipated estimated number of days for additional follow up appointments: _____

My signature below affirms that _____
is a patient under my care during the time periods noted above. The above-named patient is incapable of performing essential functions of his/her/their job during the time stated, or if the patient is not the employee, the patient has a serious, prolonged medical condition. The patient may also have follow-up appointments.

Physician _____ Date _____

*Copy for your records and send the original to the Human Resources director at USD 250.



Section IX, Article 4: Adoption Leave

Any regular, full time employee of the district may use 12 weeks of leave for the adoption of a child as allowed by current Family Medical Leave Act. (Updated August 2024)

Section IX, Article 5: Association Leave

- A. The Association will have available fifteen (15) days of leave which may be assigned to members for professional activities or meetings related to the Association. An additional fifteen (15) days may be requested by the Association for which the standard cost of a substitute will be reimbursed to the district by the Association for each day used.

- B. Persons who are to be granted Association Leave will be determined by the Association President and notification will be provided to the principal where the employee will be absent and to the Superintendent. Notification should be made a minimum of five (5) days prior to the absence, however a shorter notification time may be approved by the Superintendent if adequate substitutes are expected to be available in the district.

Section IX, Article 6: Catastrophic Leave

- A. From time to time an employee may experience life events (illness, accident, natural disaster, etc.) that may cause him/her to be unable to complete his/her duties. An employee that experiences these events and who uses all his/her accrued sick leave, personal leave, and sick leave pool availability may apply to the district for catastrophic leave benefits.

- B. It is intent of this leave to provide solutions for employees who may be threatened by events that are beyond their control and provide a financial safety net for employees against such events.

- C. Application for these benefits shall be made to the Superintendent who shall present the application for consideration to a committee consisting of the Association President, the employee's supervisor, and a member of the Board.

- D. This committee may recommend to the Board an extension of the employee's leave for any part of the remainder of the school year or until the employee is eligible for KPERS disability benefits. This recommendation will include continuation of the employee's full salary and benefits or a partial continuation of these salary and benefits. The committee's recommendation will be forwarded to the Board for consideration and action.

Section IX, Article 7: Emergency Leave

Emergency leave will be granted for time lost due to natural disasters, legal obligations, family emergencies, and travel related emergencies. Application shall be made to the Superintendent. Emergency leave days that are granted will be charged to personal leave or, in the event the employee has no personal leave available, to accumulated sick leave.

Section IX, Article 8: Extended Leave

- A. Extended leave for a maximum of one year may be granted by the Board to employees who request such a leave. Such leave (if for a school year) should be requested by February 1 for leave during the following school year. A request indicating the reason for a leave of absence

shall be submitted to the Superintendent who shall present it to the Board for consideration.

Leave may be granted for the following:

1. A leave of absence for employees who are seeking additional academic training.
 2. A leave of absence may be granted to employees who welcome a new child to their family by birth or adoption.
 3. A leave of absence to employees for other reasons that are approved by the Board.
- B. An employee on a leave of absence will be required to notify the district by February 1 of the intent to return to the district the following year. Failure to notify the district of intent to return by this date shall forfeit the right to return. Application for leaves that do not correspond with the beginning of the school year may have different dates for consideration of applications and for notification of return. When such dates differ from the standard dates this will be noted in the application and subsequent approval.
- C. A leave of absence year shall not count toward accrued experience in the district for purposes of salary calculations or sick leave. Returning employees shall retain leave and salary placement accrued prior to the leave. Extended leaves of absence are without pay, however the employee may remain in the district's medical insurance group by a timely payment of premiums during the term of the leave.
- D. Employees returning to regular employment following a leave of absence shall be placed in a position similar to the position vacated prior to the leave, but are not guaranteed a return to the same position. An employee returning from Extended Leave is encouraged to be attendant to relevant vacancies as they are posted and to apply for any position for which he/she desires to be considered. Employees making said application in a timely manner shall be granted an interview. Any employee not placed by April 15 will be placed in a similar position to the position vacated prior to the extended leave, but are not guaranteed a return to the same position.

Section IX, Article 9: Legal Leave

- A. Legal leave shall be granted to employees without any deduction of days or pay for the purpose of fulfilling one's obligation to a jury summons.
- B. In the case of being issued a court subpoena, the employee will notify the Superintendent who will enlist the assistance of the board attorney to submit a written deposition in place of a court appearance on the part of the employee. There will be no charge to the employee for this service. If submitting a deposition is not acceptable to the court, then the employee will be given paid legal leave to meet this obligation.

Section IX, Article 10: Personal Leave

- A. All employees shall be entitled to two (2) days of leave time per year for personal reasons. This leave may be used at the employee's discretion provided the principal has been notified at least 24 hours prior to the day to be used, which may be waived in emergency/unforeseen situations. All leave requests will be made using the district digital format. Five days may be used consecutively one time per school year provided a 10 day notice is given to the building administrator which will be waived in emergency/unforeseen situations or medical reasons. When possible, building level administrators recommend notification to the building level administrator when three or more consecutive days are being requested to help secure the same substitute for consecutive days. (Updated August 2024)

- B. Experienced professional employees may trade excessive accrued sick leave days for additional personal leave days.
 - 1. Days will be traded on a 1:1 basis.
 - 2. Professional employees with at least 5 full years of experience in USD 250 may trade up to 2 sick leave days per year.
 - 3. Professional employees with at least 10 full years of experience in USD 250 may trade up to 5 sick leave days per year.
 - 4. No trades shall be allowed that cause the sick leave accrual to go below 40 days.
 - 5. No trades shall be allowed that cause the total number of personal leave days to exceed 10 days.

- C. Use of personal leave is limited during the first week and last week of each semester. Employees shall not schedule personal leave on a scheduled day of professional development or parent-teacher conferences unless it is for a major life event that is approved by the building administrator. Employees who apply for personal leave during these times shall be required to state on the application the purpose of the personal leave. If the reason for the leave is to attend an event over which the employee has no scheduling control, the leave shall be granted and not be unreasonably withheld. (Updated August 2024)

- D. A maximum of three (3) classroom teachers per day from any building with fewer than thirty (30) certified staff may be granted personal leave. A maximum of four (4) classroom teachers per day from any building with thirty (30) or more certified staff may be granted personal leave. These restrictions apply to those employees whose absence requires a substitute. The Superintendent may waive the maximum number of employees allowable per building.

- E. Personal leave may accumulate to a maximum of ten (10) days. By the last regular duty day each year, each employee, on a form provided by the district, shall direct the district what he/she desires to do with any unused personal days. Options include:
 - 1. Leaving up to eight (8) days of unused personal leave to carry forward as personal leave to the next year.
 - 2. Rolling any or all unused personal leave days into accumulated sick leave to carry forward to the next year, provided that does not cause the employee's accumulation to exceed the maximum. Sick leave days would then be available only for sick leave purposes.
 - 3. Provided the employee shall end the year with at least fifty (50) days of accumulated sick leave, reimbursement may occur for up to two (2) days of unused personal leave at \$50.00 per day. Payment shall occur with the June payroll.
 - 4. If the employee ends the year with at least 110 days of accumulated sick leave, then the reimbursement shall instead be at the basic substitute rate.
 - 5. These options shall apply only to full days or half-days. Unused leave will be truncated to the nearest half-day.

2. Discretionary Leave (Updated August 2024)

- A. All employees shall be entitled to two (2) days of discretionary leave time per year.

- A. Discretionary days will be automatically approved through Frontline to secure a substitute teacher and no explanation of reason for being absent will be required.

- A. Employees are limited to only two days per year of discretionary leave days. Sick and personal leave days may not be exchanged for additional discretionary days.
- A. If the employee is combining discretionary and personal leave days, consecutively, the procedures and policies for requesting the personal days should be followed. This includes a discussion with administration to secure a substitute for the days and to secure the approval of the use of personal days.
- A. Discretionary days are a pilot for 2024-2025. This will sunset at the end of the 2024-2025 school year in order to review and collect data. The two discretionary days will return to sick leave days if discretionary leave is not ratified for 2025-2026.
- A. Unused discretionary leave days will be rolled over to sick leave days at the end of the year.
- A. Changes made to Section IX, Article 10, 2. Discretionary Leave A-F and 3-4 (form), will sunset at the end of school 2024-2025 in order to evaluate data and make any necessary changes. The two discretionary days will return to sick leave days if discretionary leave is not ratified for 2025-2026.
- 3. In the event the employee fails to return the form directing the district in regard to unused leave, the district will:
 - A. Retain up to eight (8) unused personal leave to carry forward as personal leave to the next year.
 - B. Roll any additional unused days into accumulated sick leave. Sick leave days would then be available only for sick leave purposes. (August 2024)
 - C. Reimbursement at the rates stipulated above, depending on the employee's sick leave accumulation. Payment shall occur with the June payroll.
 - D. Unused discretionary leave days will be rolled over to sick leave days at the end of the year. (Updated August 2024)

Section IX, Article 11: Professional Dues Deduction

- A. If requested in writing by a teacher on the membership form, the Board shall deduct association dues.
- B. The authorization shall typically be returned to the Board on or before September 10.
- C. The deduction shall continue until revoked in writing by the teacher.
- D. The dues shall be deducted in 12 equal monthly installments beginning in September. The association shall notify the Board clerk of the amount of monthly dues to be deducted on or before September 1.
- E. A teacher may be allowed to join the association and start payroll deductions in mid-year. The district and association shall determine the required monthly dues in that case.
- F. The Board shall promptly transmit the dues to the association and shall include a listing of the members and the dues deducted. The association shall indemnify and hold harmless the

Board from any and all claims, demands, suits or other forms of liability (including specifically costs and attorney fees) that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this provision.

Section IX, Article 12: Retirement Benefits

- A. All employees who have served ten (10) or more consecutive years in this district before retirement will be eligible for additional compensation according to the following schedule.
- B. Employees who retire will be compensated for unused sick, personal, and discretionary days. (Updated August 2024)
- Employees who submit written notice of retirement by or on December 1, will receive 50% of regular substitute pay. A cap of 80 days will be applied to the 50% of the substitution rate retirement benefit.
 - Employees who submit written notice after December 2nd and before March 1st, will receive 25% of substitute pay at a cap of 80 days.
 - Notification after March 1st, will be paid at \$15 per day.
 - Notification submitted after the third Friday in May, \$0 will be paid.
 - Unused days in excess of 80 days are paid at \$15 a day. (Example a teacher accumulated 100 days, 80 will be paid, then the remaining 20 days would be at \$15).
 - Written notice should be submitted to the building administration, HR director, and superintendent. If an unforeseeable event causes the employee to submit retirement after the third Friday in May, the employee may write a letter to the superintendent and BOE to ask for the \$15/day. The superintendent and BOE will approve or deny the employee's request. (Updated August 2024)
- C. Employees who may find it necessary or desirable to retire from employment with the district may retire under the terms and conditions hereinafter specified. Retirement is voluntary.
- D. All staff that are new to the district in the 2008-09 school year and thereafter shall be on Option B and shall not be eligible for Option A.
- E. Additionally, employees hired after July 1, 2000 may elect to switch to Option B provided that the request is made in writing on or before October 1, 2010 and further that the Board share of the payments for these additional employees for 2010-11 does not exceed \$25,000. This election shall be irrevocable.

Section IX, Article 13: Early Notification Bonus

A bonus payment of \$250.00 shall be paid to an employee submitting written notice of his/her resignation/retirement by December 15. This payment only applies to an end of school year retirement or resignation.

Section IX, Article 14: Option A Retirement Incentive

- A. An employee who is terminated or is non-renewed prior to accessing the retirement plan is not eligible for retirement benefits under Option A.
- B. The employee requesting the benefits shall notify the Superintendent in writing no later than the last duty day in February preceding the anticipated retirement date. The notice shall include the anticipated date of retirement.

When a retirement request includes extenuating circumstances, the Superintendent may

accept and recommend for board approval and application received after the deadline. For requests received after the deadline, the Superintendent may place the additional requirement of finding and employing a suitable replacement prior to approving retirement incentive benefits. If the untimely request for retirement is granted, the approval shall include both the annual stipend and the payment for unused sick leave as allowed in this provision.

- C. Eligibility. An employee is eligible for retirement if he/she: meets one of the following requirements: (Updated August 2024)
1. The first option is if the employee has ten (10) or more years of continuous employment with the district and meets the KPERS guidelines for retirement and actually retires through KPERS.
 2. A second option is if the employee has twenty (20) or more years of continuous employment with the district and makes a request to the Board of Education for early retirement benefits prior to KPERS eligibility. And the money owed to the employee would be a direct payment. (updated August 2024)
- D. Leaves. A leave granted by the Board will not be counted as part of the ten (10) year requirement. Any leave covered under the negotiated agreement will not break the continuity of employment. Leaves provided for under Board policy may or may not break the continuity of employment at the discretion of the Board. If it is the intent of the Board to break the continuity of employment when granting a leave, the employee will be notified in writing when the leave is approved.
- E. Basis of Retirement Benefit. The retirement benefit shall be an annual payment in January equal to 15% of the retiree's annual salary in the primary teaching contract for the final year of service. Payment will be made for a period of five (5) years and will be deposited into a 403(b) tax sheltered annuity with Security Benefit Life. These benefits may be immediately withdrawn from the account, rolled over to a different 403(b) account, or moved to an IRA account without penalty to the retiree. Federal and state taxes will not be collected on these funds until they are withdrawn from a tax sheltered account.
- F. Terms and Conditions.
1. Upon the death of the employee receiving benefits, all unpaid benefits due under the retirement provision will be payable to the employee's designated beneficiary.
 2. An employee who takes retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.
 3. An employee who has completed ten (10) years of eligible service with the district shall be vested in the district's plan and remain eligible for retirement benefits upon his/her retirement from the district under and provisions of this article.
- G. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, and the plan could not be brought into compliance by practical and reasonable means, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board.

Section IX, Article 15: Option B Retirement Incentive

Employer and Employee Paid Contributions

- A. A 403(b) Retirement Plan Account will be established for each employee.

- B. The district will match the employee-elected contribution to the account up to 1.5% of the primary contract salary of each employee.
- C. Upon separation of service from the district and subject to current 403(b) regulations, the employee may withdraw all employee-contributed funds, including any additional money on the amounts provided by the employee gained through investment.
- D. Beginning his/her 6th continuous year as an employee and subject to current 403(b) regulations, he/she will become vested in 20% of the amount that was contributed by the employer, including any additional amount gained through investment of those funds. The vested portion will continue to increase by an additional 20% per year until the employee is 100% vested beginning his/her 10th continuous year.

Vesting Schedule:	Year(s)	Amount Vested
	1-5	0%
	6	20%
	7	40%
	8	60%
	9	80%
	10	100%

- E. An employee may access the vested portion of his/her Employer Paid Account upon separation of service from USD #250.
- F. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified rollover options may allow a terminated teacher to defer taxation until a later date.
- G. If any provision of this plan is determined to be in violation of Federal and State laws or regulations, and the plan could not be brought into compliance by a practical and reasonable means, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board. In any event, the employee may access all employee contributions and the earnings thereon as well as employer contributions per the vesting schedule described above.

Section IX, Article 16: Other Provisions

- A. Retirees are eligible to maintain membership in the district’s health insurance group upon timely payment of quarterly premiums until eligible for Medicare insurance coverage.
- B. ~~See-Section IX, Article 12: Retirement Benefits In addition to other benefits as stated herein and after ten years of service to the district, the district will pay \$15.00 per day for each day of unused sick leave for those teachers retiring. The retiree shall notify the Superintendent by the last duty day in February of his/her intent to retire for the next school year. As stipulated in Article 14 (B), the Superintendent may recommend for Board approval a notification submitted after that date.~~
(updated August 2024)

Section IX, Article 17: Direct Deposit

- A. Each employee's salary will be directly deposited in the financial institution of his/her choice on the twentieth (20th) of each month, unless that day falls on a non-working day, in which case the payment will be deposited on the last preceding working day. Payroll check stubs, or the equivalent thereof, will be distributed to staff.
- B. Each employee who has requested his/her remaining salary, according to statute, for that contractual year will be paid with the June payroll following the end of his/her contractual obligations.

SECTION X: COMPENSATION

Section X, Article 1: Movement on the Salary Schedule

- A. The salary schedule shall be the basis upon which minimum salaries of employees are determined, and individual salaries shall be determined by the degree held and the number of hours shown on the transcript as of the date of September 1. The Superintendent may consider and grant an extension of that date. New employees shall be given credit for the number of hours of college credit earned prior to the beginning date of their work.
- B. Certified staff employed shall be given full credit for prior accredited experience for up to a maximum of fifteen (15) years.

C. Salary Schedule

- 1. The updated salary schedule for the year will reflect any increases to the base salary throughout the schedule. This shall be published prior to contracts being issued.
- 2. Steps move down the schedule and are identified by letter (i.e. Step A, Step B, etc). Steps do not necessarily correlate to years of service.
- 3. Columns across the schedule signify the level of education the employee has obtained. The columns are identified by numbers 1-6 with the description and are identified as Column 1, Column 2, etc with descriptive headings.
- 4. If an employee is at the asterisk * step, it will be identified by the step where the * occurs. (Example: Column 1 Step H*)
- 5. Contracts will use the same identification of Column and Step. (Updated August 2024)

D. Salary Schedule Movement (Updated August 2024)

1. Step Only Movement

Each certified employee moves 1 step down the salary schedule from the previous year each year as per agreement unless otherwise negotiated and ratified. The printed amount on the new step will be the employee's new salary unless the employee is moving columns or is at the asterisk* (see formulas below). Example: A certified employee is at Column 1, Step C. They would move down to Column 1, Step D for the new salary year.

2. Step * Increase Formula No Column Movement

When a certified employee has reached the bottom of their column and moves to the *, the person's step increase will be 2% of their previous year's salary. As of 2018-2019 the step increase is 2%. -This is before any new base increase is added. -

Formula: Take last year's salary + 2% of last year's salary + any increase to base to find their new salary.

3. Column Movement:

- a. Educators meeting the necessary graduate hours for column movement will be allowed to move columns unless otherwise negotiated and ratified.
- b. Column Movement: Placement to Placement:
 - i. Educators moving from a published salary amount to another published salary amount in a new column, will move directly across at the same step, and then move one step down for the new year. Example: An educator at column 3 Masters Step E at \$52,100 would move directly across to column 4 Masters plus 20 at \$54,500 and then would move a step down, for a final salary of \$55,800 based on the 2023-2024 schedule.
- c. Column Movement: * to Placement on the Next Column
 Educators who have reached the asterisk and qualify for a column movement for the upcoming year, the following process will be used to place them on the salary schedule for the upcoming year.
 - i. Compute the difference between the current salary and the bottom of the column the Educator has reached the asterisk
 - ii. Divide the difference by the amount by the column’s step value
 - iii. Use the quotient, following rounding rules, to move down steps in the same column
 - iv. Apply column movement laterally to the new column to determine the new Column
 - v. Apply one step in the new column for the new Step

Examples: Use 2023-2024 Salary Schedule

	2023-2024 Salary Column 1, Step H*	Bottom of Column 1, Step before *	Difference In Salary and Bottom of Column 1	Step Movement In Column 1 BS	Divide Difference and Movement	Move Down Steps	Apply Column Movement	Apply Step for 2024-2025
Educator A: With Asterisk Column 1 BS (H*)	\$52,488 (starts as Step H*)	\$49,300	\$3188	\$1000	3188/1000 3.188= 3 steps down	From H to K - three steps	2 BS +20, Step K, \$56,300	Step L and Column 2, \$56,300 +2% of last year

Final Salary for FY 2024-25 for Step L, Column 2 =

- $\$56300 + (52,488 \times 2\%) = \$56300 + \$1049.76 = \$57,349 + \text{any additional base increase}$

d. Column Movement from * to Placement on Another *

- . Find the last printed dollar amount of salary listed in the current column before the *
- . Move straight across to the next column.
- i. Compute the difference of the two columns at the same step to find column movement raise at that step.
 - . Add 2% of the last year's salary to give the step.
 - . Add last year's salary + 2% + column increase amount (from #3 above) + any increase to base to find the new salary.
 - . Column placement is at the Step of the * on the new column.

	2023-2024 Salary Column multiple years of being at *	Bottom of current Column before *	Move straight across to next column	Difference of Column Movement Column from current column to next column	Add 2% previous year's salary for step movement	Add increase to base	Total last year + 2% + Column + base increase	Column and Step for
Educator A: Is at Column 4* moving to Column 5*	Step N*, Column 4 after multiple years of being at * \$65919	Bottom of current Column 4, before *, which is M13 \$64900	Column 5, M \$68100	Column 4 to 5, at M: 68100 - 64900 = \$3200	\$65919 * .02 = \$1318	To be determined each year	2024-2025 \$65919 + \$3200 + \$1318 + any base increase	Column 5, Step O

Final Salary for FY 2024-25 for Column 5, Step O:

- **\$65,919 + \$3,200 + \$1318 = \$70,437 + base increase (updated August 2024)**

E. Teachers hired after August 2, 2024, there will be a new column on the salary schedule for an employee hired to teach full time but does not have a bachelor's degree in any field and is enrolled in a teaching licensing program. This includes an employee that may have a substitute license or alternative pathway license such as the Teacher Apprenticeship Program license. For year one, the employee will be paid \$4000 less than the base salary and the employee will be given full benefits such as health insurance and retirement options. For year two, the employee will have a step of \$900. When the employee obtains a bachelor's degree and a valid teaching license, the employee will move to full base salary, on the step reflective of the number of years completed. If the employee obtains the degree and license mid-year, the salary will be prorated for the remainder of the contract year.

An employee hired to teach full time, with a bachelor's degree and is enrolled in a teaching licensing program, but does not have a valid teaching license will start at base salary, starting with column one,

step one, with full benefits such as health insurance and retirement options. As the employee continues the program for teaching licensure, the employee may move steps each year.

Teachers hired prior to August 2, 2024 who do not have a bachelor's degree in any field, will remain on step 1, column 1 until bachelor's degree and licensure is complete.

*Note: The BOE and PHS administration are actively working on strengthening and expanding a future teacher preparation program at PHS to create a more robust pipeline of future educators to avoid the problem of hiring non-licensed teachers. (Updated August 2024)

Section X, Article 2: Performance Based Movement on Salary Schedule

The salary in the schedule may be increased by one vertical increment in cases of unusual merit, or one vertical increment may be withheld in cases where unsatisfactory professional growth or achievements are shown, if, in the judgment of the Board, such action would be in the best interest of the school system.

Section X, Article 3: Adjustments for Lengthy Graduate Programs

In the event a Master's degree program requires more than 36 hours for completion, those hours earned in excess of that number shall be eligible for application toward the MS +20 column. Extraneous graduate hours (those not included in the program) shall not be allowed unless earned after the conferring of the degree. Any employee that believes he/she may be eligible for this provision should submit his/her transcripts and relevant documentation to the Superintendent for analysis.

Section X, Article 4: Limit on Salary Schedule Movement

Employees who move columns are to move not more than one column per contract year.

Section X, Article 5: Credit for College Hours

- A. Credit for college hours beyond a Bachelor's or Master's degree, must have been earned after the date on which the degree was conferred and only include graduate hours, except that additional graduate hours earned during the final semester of work in which the Bachelor's degree is earned may be counted on the twenty (20) hour category.
- B. An employee with five (5) or more years of continuous service in the district will have the opportunity to request the Superintendent to evaluate his/her transcript relating to undergraduate hours taken after July 1, 1981, to consider undergraduate hours for inclusion, if, at the Superintendent's discretion, such hours would enhance educational preparation for said employee.

Section X, Article 6: Special Salary Increments

- A. All employees who are certified with National Board for Professional Teaching Standards. Certification will receive a \$1,000.00 annual stipend. This shall be in addition to the \$1,000.00 payment from the State of Kansas.
- B. Beginning 2024-2025, all employees who complete year one or year two of LETRS training will be paid a \$1000 stipend at the end of the school year. The \$1000 per year will continue to be paid to teachers working on year one or who have completed year two. If the teacher does not complete year one, the teacher does not receive the \$1000. If the teachers does not complete year two, the teacher will not earn another \$1000 or the additional years. The \$1000 stops after five years, for a total of \$5000.

The certificate must be completed and turned into the BOE office Human Resources director by May 31 to earn the stipend.

To clarify, employees who completed the LETRS training prior to August 2023 or started the LETRS training August 2023, were given two stipends of \$2500 each. These teachers are not eligible for the \$1000 per year.

This sunsets when cohort 4, those who start LETRS in August 2025, have earned their \$5000.
(Updated August 2024)

C. Beginning 2024-2025, all employees who complete structured literacy micro credential will be paid a \$500 stipend at the end of the school year. The \$500 will be paid for three years. The certificate must be completed and turned into the BOE office Human Resources director by May 31 to earn the stipend. (Updated August 2024)

D. Instructional Coaches will receive a \$2850 yearly stipend for being the Successful For All coordinator, meeting with new teachers during the summer, and meeting with administration for developing plans for the upcoming year. The instructional coach stipend will sunset at the end of the 2024-2025 school year. During the 2024-2025 year the needs will be evaluated (Updated August 2024)

Section X, Article 7: Mileage Reimbursement

Any employee required in the course of his/her work to drive his/her personal automobile from one building to another shall receive a car allowance. The per mile allowance shall be equal for all personnel.

Section X, Article 8: Supplemental Pay for Extracurricular Activities

The term "supplemental salary" shall refer to payments received by employees for assigned and accepted supplemental services. Such payments shall be based upon the negotiated supplemental salary schedule contained in this Agreement.

Section X, Article 9: Extra-Duty Pay Provisions

A. All extra duty pay will be paid monthly.

B. Employees who volunteer for extra duty work at any scheduled athletic events, dances, or night activities will be paid at the rate of \$15.00 per hour. Assignment priority will be given to applicants with the longest tenure in the district. The district may utilize unpaid volunteers or employ persons not regularly employed by USD 250 if the number of employee volunteers is inadequate to cover needs. (Updated August 2024)

C. Employees who create or develop implementation of curriculum outside the duty day shall be compensated at the rate of \$20.00 per hour. Such work shall be approved by the administration prior to assignment and payment. (Updated August 2024)

D. All standing committee members appointed by the administration or the Board which meet outside the normal school day shall be paid \$25.00 per hour. Sign-in sheets will continue to be collected and submitted at the end of each school year for payment. Meeting times will be documented on the sign-in sheet and times will be rounded to the nearest 30 minutes or one

hour increments. **Standing committees may include examples below. Administration may add or combine standing committees. (Updated August 2024)**

- Elementary
 - SITE Council
 - Kagan BLT
 - Building Leadership Team (BLT)
 - MTSS BLT
 - District Leadership Council
 - SFA Solutions Teams
 - Intervention Team, Attendance, Parent & Family Involvement, Community Connection
- George Nettles:
 - MTSS, Building Leadership Team, SITE Council, KAGAN
- Lakeside:
 - Wings Component, Roots Component, KAGAN, Building Leadership & Safety, Social Committee, PTO/SITE Council
- Meadowlark:
 - Building Leadership & Lighthouse, PTO/SITE Council
- Westside:
 - Building Leadership, Homework, Family Involvement, Cooperative Culture, Community Connection, Kagan, SITE Council
- Middle School
 - District Leadership Council
 - Building Leadership Team (BLT)
 - Site Council
- High School
 - District Leadership Council
 - Building Leadership Team (BLT)
 - Building Crisis Management Team
 - Site Council

E. All after-school and summer weight training and conditioning supervision shall be approved by the administration and paid \$20.00 per hour.

F. When classes are offered by the district that are outside the duty day, those positions will be posted. First opportunity to teach will be offered to district staff. The pay will be \$25.00 per hour for licensed employees. Teachers will be paid for fifteen (15) minutes of planning time for every hour of instructional time.

G. Professionally licensed homebound instructors shall be paid \$25.00 per hour. Planning time, if approved by the administration, shall be at the same rate.

H. Friday Night School supervisors shall be paid \$20.00 per hour.

I. Employees who volunteer to be a substitute during their planning time will be paid at an hourly rate equal to the daily substitute rate divided by the length of the school day.

J. Educators who are required to integrate a second class into their schedule due to the unavailability of a substitute teacher will be paid at an hourly rate equal to the daily substitute rate divided by the length of the school day. Educators who are required to integrate a portion of a class into their schedule due to the unavailability of a substitute shall be paid the proportionate amount of the daily substitute rate. Changes made to Section X, Article 9, J will sunset at the end

of school 2024-2025 in order to evaluate data and make any necessary changes. (Updated August 2024)

- K. Elementary Classroom teachers supervising Breakfast in the Classroom in their individual classrooms shall be paid at the rate of \$15.00 per hour. Time sheets will continue to be collected and submitted at the end of each school year for payment.
- L. Elementary Music will be paid \$300 per evening performance. Each grade level will have one evening concert per school year. Evening performances may consist of more than one grade level. A maximum of three evening concerts may be performed. A combination of grade levels and dates will be determined by collaboration with each building music teacher and building administrator to meet the needs of students and families. (Possible combinations may include, but are not limited to: K-2, 3-5 or K-1, 2-3, 4-5, or K-5). (Updated August 2024)
- M. When the district requests a teacher to attend training, professional development, or complete curriculum work occurring outside of the total employee days or between the end of one contract year and the following contract year, it is considered extra-duty. Teachers must volunteer and be given compensation. The compensation will be paid at the curriculum work hourly rate. Teachers may also choose the compensation to be paid by fulfilling flex professional development requirements in place of the additional monetary payment. Teachers shall not be penalized for not volunteering. Administration will make an effort to notify teachers of the number of potential summer professional development days needed by March 1. Exact dates will be given as soon as possible. (Updated August 2024)

Section X, Article 10: Calculation of FTE

The salary and benefits are based on a full-time contract. To calculate the FTE of any employee on less than a full-time contract, choose the more appropriate of the following two options:

- A. If the employee is contracted a particular number of teaching periods, divide the individual's contracted periods by the number of total periods minus planning periods. For example, if there are 6 teaching periods over the 2-day block schedule and the employee is contracted for 5 periods, then FTE is $5/6$ or 0.83. Salary and benefits shall be computed based on that percentage.
- B. If the employee is contracted a certain amount of duty time, divide the individual's contracted duty time specified in the agreement, less lunch. For example, if the employee is contracted to work 4 hours of the 6 hour, 40-minute day, convert to minutes and divide 240 by 400. The FTE is 0.60. Salary and benefits shall be computed based on that percentage.

A proportional planning time shall be included in the expectations of the part-time employee's duty day.

Section X, Article 11: Tuition Pool (updated August 2024)

There shall be a tuition pool to assist employees in furthering their formal professional training:

- A. The district provides \$30,000 per school year, from the start of summer school through the end of the spring semester. Up to \$12,500 of the total amount shall be available for the summer session. A sum of \$8,750 each shall be reserved for the fall semester and for the spring semester. In the event that there are any funds remaining in any school term after all eligible requests have been honored, that amount shall be available for the next term and shall be in addition to the allotment described above. There shall be no carryover of unused funds from one year to the next.

- B. In the event the summer, fall, or spring available sum is exhausted, the tuition will be paid according to the formula Section X, Article 11. This is to ensure a more equitable distribution of the tuition assistance money.
- C. Employees are eligible for up to nine hours of tuition assistance per year.
- D. Classes may be taken, from any regional university such as Pittsburg State University, Emporia State University, Fort Hays University, or through any accredited university to be eligible for reimbursement.
- E. The tuition pool is limited to graduate classes or KSDE approved endorsement programs and must apply to an advanced degree, an additional endorsement for a license, to enhance the teacher's instructional skills, or courses approved by the superintendent.
- F. An employee should submit the online form, Application for USD 250 Tuition Pool, to the Director of Human Resources indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow the district to estimate the amount of the fund encumbered at any given point in time. In the event that the employee finds it necessary to substitute a different class from the approved class listed on the form, that shall be allowed provided the new class is eligible for reimbursement. The amount granted shall be limited to the number of hours of assistance approved on the original request. It is the employee's responsibility to notify the district office of the course change.
- G. The district reimburses up to 50% of the tuition, not to exceed 50% of the Pittsburg State University graduate credit hour rate, and excludes fees, books, and materials, upon proof of the successful completion of the course. Successful completion is defined as a "B" or better in a graded course and a "Pass" in a non-graded course. For example, if a teacher completes a graduate course at Emporia State University and the tuition is less than Pittsburg State University's cost, the teacher will only be eligible for 50% of Emporia State University's rate. If a Kansas State University's rate is higher than Pittsburg State University's rate, then the teacher is only eligible for the 50% of Pittsburg State University's rate.
- H. If the superintendent requests a teacher to obtain additional licensure, certificate, or course work, the district will reimburse the total cost of tuition, books, fees, and licensing fees after successful completion of each required course. The teacher and the district will enter a written contract to specify the program and requirements, estimated timeline, and estimated costs.
- I. Proof of completion, typically in the form of the official transcript or official notice of completion from the university, along with copies of receipts that indicate the cost of the tuition, shall be made within 30 days of the end of the class.
- J. Tuition pool will open for requests on April 1 for the summer semester, July 1 for the fall semester, and November 1 for the spring semester. Should any of those days fall on a weekend or holiday, the tuition pool will open on the next business day. The tuition pool will remain open for five (5) business days.

- K. Once applicants have provided proof of completion, the requests will be allocated at 50% of tuition (at the PSU graduate hourly rate). If requests exceed the amount budgeted for that semester, the percentage reimbursement will decline until the request meets the allocated budget. The formula is (Individual teacher number of requested/Total number of requested hours) * amount allocated for tuition pool.
- L. Example: Teacher requested 6 hours and the total requested hours from all teachers is 50. Pittsburg State University graduate credit hour cost is \$393.

FALL Pittsburg State University 50% of graduate credit	FALL Total credit hours requested	FALL Credit hours * 50% PSU	FALL Tuition pool	Formula Applied: Individual requested hours/Total requested hours, then multiplied by \$8750	Teacher's eligible reimbursement maximum for 6 hours
$\$393/2 = \196.5	50	\$9825	\$8750	$(6/50)*8750$	\$1050 for 6 hours or \$175 for each hour

SECTION XI: EVALUATION PROCESS

Employees shall be evaluated as required by Kansas law and by the procedures, timelines and instruments contained in the Professional Staff Evaluation Handbook which is hereby included by reference in the Agreement.

Section XII: Reduction of Staff

- A. If it should be necessary to reduce the professional staff of the district because of declining enrollment, economic reasons, change of curriculum, or for any other reason as determined by the Board, the Board will first attempt to accomplish said reduction by normal attrition. Thereafter, the Board shall use the following criteria in accomplishing said staff reduction:
1. First, staff with provisional licensure.
 2. Second, staff without tenure (probationary status)
 3. Third, staff with tenure (non-probationary status)
- B. Within each of these three categories the Board shall use the following criteria:
1. Professional employee's evaluation reports.
 2. Number of years employed by the district in a licensed position.
- All areas of licensure for an individual professional staff member shall be considered in determining which employees shall be nonrenewed and which employees shall be retained.
- C. Calculation of Points:
1. Points for evaluation shall be based upon the two most recent evaluations which have been completed according to the procedures and dates established in Section XII. No evaluation which is older than six years may be used.

The following shall apply:

 - Regular Evaluation Cycle - 25 points
 - Follow-up conference for improvement - 20 points
 - Plan for intensive assistance - 15 points
 2. For the purpose of this article, seniority shall be computed as one point per year for each year of employment in the district.
- D. The sum of the points from the two most recent qualifying evaluations prior to February 15 will be added to the total number of points earned for seniority. The total score derived from

the two evaluations and seniority will be the criterion for determining an individual's nonrenewal. In implementing this provision, it is understood that the employee having the higher score within the category and area of licensure will be retained.

- E. If, within eighteen months of a reduction in force, there is an increase in force or new positions are created, those employees who were nonrenewed as part of the reduction shall be offered the position(s) for which they qualify. The non-renewed employee with the highest point total will be offered a position first.

SECTION XIII: LEADERSHIP COUNCIL

The Leadership Council will discuss items of concern pertaining to those subjects not ordinarily considered in negotiations or curriculum councils. Meetings will take place six (6) times during the year, beginning in September. Meeting dates, times, and locations will be jointly selected by the President or Co-Presidents of the Association and the Superintendent. The agenda will be submitted to all members of the Leadership Council in advance of the meeting. The President or Co-Presidents of the Association and the Superintendent will jointly prepare the agenda. Membership in the Leadership Council will include:

- President or Co-Presidents of the Association
- One employee from each building with fewer than thirty (30) certified staff
- Two employees from each building with thirty (30) or more certified staff
- Two Board members
- Superintendent
- Assistant Superintendent
- One principal from each level selected by the Administrative Council

Employee membership will be selected at each building by building employees. The meetings will not be subject to the Kansas Open Meetings Act. Minutes or votes will not be taken. The open exchange of ideas for betterment of the district is the primary purpose of the Council. A board member appointed by the Board will serve as chairperson.

SECTION XIV: LIQUIDATED DAMAGES

If an employee resigns after the date specified by Kansas State Statute or any time during the contract year and fails to complete contract obligations, liquidated damages shall be paid to the Board by the employee. The liquidated damages shall be \$1,500. If an employee is unable to complete the contract obligation for personal or family health reasons, the Superintendent has the authority to waive the liquidated damages.

SECTION XV: NEGOTIATIONS

- A. The Association and the Board have a mutual interest in resolving issues as they arise. Accordingly, they agree to meet at least two (2) times each semester to surface concerns and seek resolutions. Additional meetings may be scheduled if needed or desired.
- B. The Interest Based Bargaining techniques will be used by both teams when practical and mutually agreeable.

SECTION XVI: PARAPROFESSIONAL AIDES

- A. The interview process for paraprofessional aide applicants shall include the supervising program coordinator to whom the aide will be assigned where possible. (Updated August 2024)
- B. Each paraprofessional shall receive an orientation to the district which will include instruction in expectations of the position and training in how to perform duties. This pre-service training program shall be developed by a committee of teachers, aides, and administrators.

- C. A continuing education program shall be provided by the Board for paraprofessional aides. This program shall be individualized to meet specific needs of the aides.
- D. An evaluation process shall be established for all paraprofessional aides. In those situations, where federal and state guidelines direct the use of paraprofessionals, the Board agrees to meet the minimum standards.
- E. When a paraprofessional is assigned to a supervising program coordinator, the supervising program coordinator will determine and direct the duties of the paraprofessional. (Updated August 2024)

APPENDIX: Salary Schedule: See Section X, Article 1: Movement on the Salary Schedule for additional column movement formulas.

Frozen Steps: Increases and Column Movement, Adjustments to the Base. The following process will be used to adjust placement of teachers who have reached the asterisk and qualify for a column movement for the upcoming year.

1. Compute the difference between the current salary and the bottom of the column the teacher has reached the asterisk.
2. Divide the difference by the amount by the column's step value
3. Use the quotient to move down steps in the same column.
4. Apply column movement laterally to the new column to determine the new Column.
5. Apply one step in the new column for the new Step.—(Updated August 2024)

**USD 250 Certified Salary Schedule
2024-2025**

	0	1	2	3	4	5	6
Step	ND	BS	BS+20	BS+40 or M	M+20	M+40 or EdS	M+60, EdS+30, or PhD, EdD
A	41100	45100	47100	49100	51100	53100	55100
B	42000	46100	48200	50300	52400	54500	56600
C		47100	49300	51500	53700	55900	58100
D		48100	50400	52700	55000	57300	59600
E		49100	51500	53900	56300	58700	61100
F		50100	52600	55100	57600	60100	62600
G		51100	53700	56300	58900	61500	64100
H		*	54800	57500	60200	62900	65600
I			55900	58700	61500	64300	67100
J			57000	59900	62800	65700	68600
K			58100	61100	64100	67100	70100
L			*	62300	65400	68500	71600
M				*	66700	69900	73100
N					*	71300	74600
O						*	76100
P							*

When a certified employee has reached the bottom of their column and moves to the *, the person's step increase will be 2% of their previous year's salary. As of 2018-2019 the step increase is 2%. This is before any new base increase is added. **Formula: Take last year's salary + 2% of last year's salary + any increase to base to find their new salary. (Updated August 2024)**

2024-2025 Supplemental Salary Schedules

Supplemental salaries are designed to pay for work that is supplemental in nature and typically performed outside the duty day. The filing of any position is an administrative decision which will be based on the number of students involved and the number of adults needed for proper supervision.

Supplemental Salary Schedule A

The amount indicated is a percentage of that employee's base salary.

KSHAA regulated High School Sports

Baseball Head Coach

12%

Baseball Assistant Coach

8%

Softball Head Coach			12%
Softball Assistant Coach			8%
Basketball Head Coach (Boys)			12%
Basketball Head Coach (Girls)			12%
Basketball Assistant Coach (Boys)		8%	
Basketball Assistant Coach (Girls)		8%	
Cross Country Head Coach	12%		
Cross Country Assistant Coach			8%
Football Head Coach	12%		
Football Assistant Coach			8%
Soccer Head Coach (Boys)	12%		
Soccer Head Coach (Girls)		12%	
Soccer Assistant Coach (Boys)	8%		
Soccer Assistant Coach (Girls)	8%		
Strength and Conditioning Coordinator Assistant			5%
Golf Head Coach (Boys)			8%
Golf Head Coach (Girls)			8%
Golf Assistant Coach (Boys)			
Golf Assistant Coach (Girls)			
Tennis Head Coach (Boys)	8%		
Tennis Head Coach (Girls)	8%		
Tennis Assistant Coach (Boys)	5%		
Tennis Assistant Coach (Girls)	5%		
Track Head Coach	12%		
Track Assistant Coach	8%		
Volleyball Head Coach	12%		
Volleyball Assistant Coach	8%		
Wrestling Head Coach (Boys)	12%		
Wrestling Head Coach (Girls)	12%		
Wrestling Assistant Coach (Boys)			8%
PCMS Sports			
Basketball Head Coach (Boys)	8%		
Basketball Head Coach (Girls)		8%	
Basketball Assistant Coach (Boys)		4%	
Basketball Assistant Coach (Girls)		4%	
Cross Country Head Coach	8%		
Cross Country Assistant Coach		4%	
Football Head Coach	8%		
Football Assistant Coach	4%		
Golf Head Coach			
6%			
Golf Assistant Coach	4%		
Tennis Head Coach (Boys)	6%		
Tennis Head Coach (Girls)	6%		
Tennis Assistant Coach (Boys)	4%		

PCMS Sports Continued:

Tennis Assistant Coach (Girls)	4%	
Track (Boys and Girls) Head Coach		8%
Track (Boys and Girls) Assistant Coach		4%
Volleyball Head Coach	8%	
Volleyball Assistant Coach	4%	
Wrestling Head Coach (Boys)	8%	
Wrestling Head Coach (Girls)	8%	
Wrestling Assistant Coach	4%	

KSHSAA Regulated Activities – High School

Band (Fall) – Director			9%
Band (Spring) – Director		9%	
Band – Assistant Director	8%		
Vocal Music/Chorus	12%		
Orchestra Director	6%		
Cheerleading (Head Sponsor)	12%		
Cheerleading (Assistant Sponsor)		8%	
Debate (Head Coach)	12%		
Debate (Assistant Coach)	8%		
Drama – Fall Production Director		12%	
Drama – Spring Production Director	12%		
Forensics (Head Coach)	12%		
Forensics (Assistant Coach)	8%		
Dance Team Sponsor	7%		
Scholars Bowl Head Coach	7%		
Scholars Bowl Assistant Coach		5%	
Football Film Producer	5%		
Summer Weights & Conditioning (PHS & PCMS)			\$20/hour

PCMS Special Assignments

Forensics	3%	
Scholars Bowl Head Coach	6%	
Scholars Bowl Assistant Coach		4%

PHS Special Assignments

Newspaper	10%	
Yearbook		10%

2024-2025 Supplemental Salary Schedules

Supplemental salaries are designed to pay for work that is supplemental in nature and typically performed outside the duty day. The filing of any position is an administrative decision which will be based on the number of students involved and the number of adults needed for proper supervision.

Supplemental Salary Schedule B

The amount indicated is a percentage of the district base salary (\$45,100).

High School Student Organizations and Activities

Class Sponsor – Sophomore	2%		
Class Sponsor – Junior	5%		
Class Sponsor – Senior	2%		
Color Guard Coach –		6%	
Vocal Director			
		12%	
Instrumental Music Director			
		12%	
Book Club			1%
Chess Club	2%		
Culinary Club			1%
Equality Club	1%		
Esports – Head Sponsor	4%		
Esports – Assistant Sponsor	2%		
Foreign Language Club (Spanish)		1%	
Get Busy Livin’ Sponsors	1%		
Guitar Club	1%		
International Thespian Society		1%	
Key Club	2%		
Math Club	2%		
National Honor Society	2%		
Outdoor Activity- Archery Club Fall		2%	
Outdoor Activity/Archery Club Spring)			9%
Quill & Scroll Honor Society			
		1%	
Robotics Club	2%		
Science Club	1%		
DECA			
	2%		
HOSA			
	5%		
Skills USA			
	2%		
TSA			
	2%		
FBLA			
			2%
FCCLA			
			2%
Student Government		7%	

Fellowship of Christian Athletes Club				1%
PCMS Intramurals Sponsors				
Basketball			2%	
Bowling		2%		
Golf		4%		
Soccer		3%		
Spirit Squad (each session)	4%			
Volleyball				3%
Wrestling Coach		2%		
Yearbook		3%		
Band				
8% Chorus				5%
Orchestra				8%
Drama				8%
PCMS Clubs:				
Art Club				4%
Audio/Visual Club		3%		
Builders Club			4%	
Chess Club				4%
Cooking Club			4%	
Disc Golf				4%
Esports				4%
Gamers Clubs			4%	
Gamers Assistant				3%
PCMS Drama Assistant		3%		
Outdoor Club	2%			
Archery Club			3%	
			4%	

Archery Club Assistant	3%	
Science Club		4%
Spanish Club		3%
Student Government	2%	

ALL SCHOOLS

Professional Development Committee			
PHS (2)			4%
PCMS (2)		4%	
Lakeside (1)		4%	
Meadowlark (1)		4%	
Nettels (1)	4%		
Westside (1)		4%	
District Wide PDC Chair	4%		
	4%		

ELEMENTARY SCHOOLS

K-Kids		2%
--------	--	----

Elementary School Music Teachers \$300 per evening concert. See Section X, Article 9: Extra-Duty Pay for additional information

PHS Department Chairs

d. Science		1%	
e. Social Science		1%	
f. English			1%
g. Fine Arts (Music/Art)		1%	
h. Foreign Language (Spanish)	1%		
i. Physical Education and Health	1%		
k. CTE (inclusive)	1%		
l. Math		1%	

*In the event that one position is divided by two people, the percentage will be divided by two for each coach/sponsor.

*Based upon the number of participants and the safety and supervision needs, the Activities Director/elementary principal may recommend additional coaches or sponsors. These coaches/sponsors will then be paid according to the percentage as indicated.

*If an activity or club is added, an activities director/elementary principal may have clubs operate on a probationary status for one or two years to establish student participation / viability of the club. Then, the activities directors/elementary principal will make a recommendation for pay based upon the time involved and the number of participating students

*Rule 10 Coaches/Sponsors on Schedule A shall move steps each year (exactly the same as how certified coaches/sponsors move steps each year) until they reach the bottom of the column, where they will remain.

*Rule 10 Coaches/Sponsors on Schedule A, who are also licensed certified teachers working as staff in USD 250 buildings (example: Interlocal #637 certified special education teachers) may move columns and steps.

*During 2024-2025, athletic directors and elementary principals will work with each coach and sponsor to complete job descriptions for supplementals. Within 45 days of the conclusion of the season or activity, athletic directors will conduct a postseason review with the coach or sponsor for the season and will review the progress and needs of the program and share with the sponsor/coach and building administrator. Through the committee for supplementals, job descriptions and rationale for A and B schedule will be discussed and completed. By October 1, 2024 the superintendent will initiate the committee for supplementals to study and make recommendations concerning supplemental schedules.

