

# Certified Employee Master Contract 2025-2026



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Unified School District 260  
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## MASTER CONTRACT

The Master Contract set forth herein shall be included by reference in the contracts of all certified professional educators employed by Unified School District 260, who receive compensation on the professional educators' salary schedule for the period of July 1, 2025 to June 30, 2026. In the absence of any mitigating circumstances beyond the control of the school district, the master contract (including any addendums) will be made available to the district's professional educators within 30 working days of ratification of the contract by the Derby National Education Association and the Derby Board of Education.

## RECOGNITION

### For Purposes of Negotiations Sessions

The Board of Education (BOE) recognizes the Derby National Education Association (DNEA), affiliated with the Kansas National Education Association, for the purpose of negotiation sessions under K.S.A. 72-2218 et seq., as the exclusive representative for the professional educators.

## DEFINITIONS

1. **The School District or School System.** Unified School District 260, Derby, Sedgwick County, Kansas.
2. **The Board.** The Board of Education of Unified School District 260, Derby, Sedgwick County, Kansas.
3. **Superintendent.** The Superintendent of Schools of Unified School District 260, Derby, Sedgwick County, Kansas.
4. **The Association.** The Derby National Education Association, associated with KNEA and National Education Association.
5. **Administrative Personnel.** Those certified employees who are employed under one of the following contracts: Superintendent, Assistant Superintendent, Director, Principal, Assistant Principal, District Athletic/Activities Director.
6. **Professional Educator.** All certified personnel employed by the Board on the certified salary schedule referred to in this contract as a teacher, employee, professional employee, or certified staff member.
7. **Supervisor.** The supervisor of a professional educator is the building principal, assistant principal, or administrative director.
8. **Professional Educator Individual Contracts.** The professional educator's individual contract shall consist of the terms of the assigned professional teaching services and a designated number of contract days.
9. **Contract Addendum.** A contract for services in accordance with the additional duties assigned with the individual contract.
10. **Supplemental Contract.** A professional educator's contract(s) consisting of assigned and accepted services during hours that are in addition to those paid for in the professional educator's individual contract or in the contract's addendum.
11. **School in Session.** Those hours during which students are required to attend classes, the student instructional day.
12. **Contract Year.** That period of time specified on each individual contract.
13. **Contract Days.** Those days during a professional year on which assignments can be made and for which a professional educator is paid to work.
14. **Professional Year.** The professional school year shall be 184.5 days.
  - High School
    - 1,202.5 hours of instruction (179.5 x 402 minutes -c- 60)
    - 99 hours (179.5 x 33 minutes -c- 60) for the purpose defined in definition #15 (first paragraph) of this agreement
  - Middle/Elementary Levels
    - 1,196.5 hours of instruction (179.5 x 400 minutes<sup>7</sup> 60)
    - 105 hours (179.5 x 35 minutes<sup>7</sup> 60) for the purpose defined in definition #15 (first paragraph) of this agreement
  - District-wide

- 3.5 hours (.5 day) of school administrative meeting time prior to the beginning of the student year
  - 10.5 hours of teacher work time (1.5 days x 7 hours) which will occur prior to the beginning of the student year and 7 hours of in-service (1 day x 7 hours).
  - A .5 day will be provided at the end of the first and third quarter, with one hour for the purpose of district directed professional development and the remaining time for grade reporting purposes for grades 6-12. A full day at the end of first and third quarter will be provided for elementary staff; .5 for grade reporting purposes and .5 for the purpose of planning.
  - The designated work time for grade reporting purposes will occur prior to grade due dates in the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> quarters.
  - A .5 day will be provided at the end of first semester and .5 day at the end of second semester.
  - Student contact time may be designated by district administration as inservice or work time. This time may be taken in .5 or whole day increments.
  - Professional educators are allowed to use one flex day prior to student report day in lieu of one designated teacher work day at the beginning of the school year and/or professional educators may use one flex day after the end of the student year in lieu of the work day at the end of the school year provided grade reporting obligations are complete, it happens within the building administrator's contract year and is mutually agreed upon between the teacher and the administrator.
  - If the calendar committee proposes a district calendar that does not meet the above guidelines, it would be subject to a deviation of contract vote, see Article VIII Section I.
15. **Professional Day.** The professional day for certified staff shall begin 25 minutes prior to the start of the student instructional day and shall end 8 minutes after the end of the high school student instructional day and 10 minutes after the end of the middle school and elementary student instructional days.
- The instructional day for high school students will be 402 minutes and 400 minutes for middle school and elementary students.
  - In the event school is closed, the BOE shall decide if and when teachers shall make up those days at a later date, as identified on the district calendar. The days shall be used for the purpose of improving student performance through student contact or work/collaboration/professional development.
  - The Panther Learning Center may have a variable schedule of days and times not to exceed the normal contracted defined totals in a given year. Approval for schedules is through the Director of Alternative Learning.
16. **Inservice or Work Days.** Those contract days when school is not in session which are used for assigned services.
17. **Non-working Days.** Those days, Monday through Friday, interspersed during the contract year, on which the professional educator is not required to be on duty.
18. **Daily Rate.** Annual salary divided by number of contract days.
19. **Service Groups.** Those respective groups consisting of positions approved annually by the BOE and for which supplemental contracts will be issued.
20. **Planning and Preparation Time.** The time provided while school is in session for educational preparation and planning by the professional educator.
21. **Full-time Employment,** is defined as a certified staff position entailing a full day of duties as outlined in BOE policy with a contract length of 184.5 days or longer. Staff employed full-time after the beginning of the regular contract year shall qualify for proportional full-time status on the basis of a 184.5 day contract.
22. **Disability,** as used herein, shall mean the general disability of a person, because of sickness or injury, to substantially perform the administratively assigned duties and to substantially fulfill the requirement of the individual contract between the professional educator and the BOE. During the period of disability, the person must be under the regular care and attendance of a legally qualified physician. "Disability" leave as defined here is not to be confused with "disability" or "total disability" as defined for eligibility for disability payments from the Kansas Public Employees Retirement System.

23. **Inservice Program for Recertification.** The BOE will provide an inservice program for recertification credit according to State Department of Education guidelines.
24. **Formal Classroom Observation.** An observation of at least 30 minutes and no more than 60 minutes or one class period made by an evaluator of a professional educator while the educator is engaged in instruction with students in his/her classroom or instructional area.
25. **Walkthrough Observation.**
- Walkthrough: A short brief observation of approximately 3-5 minutes and no more than 15 minutes made by the administrative evaluator of a professional educator while the educator is engaged with students during instruction or supervision.
  - Extended Walkthrough: An extended walkthrough observation of a minimum of 15 minutes and no more than 45 minutes made by the administrative evaluator of a professional educator while the educator is engaged with students during instruction or supervision.
26. **In Writing or Written.** In view of advances in technology, "in writing" or "written" means any document which is handwritten and delivered or created and shared via any approved electronic communication, with proof of receipt
27. **Certified Special Educator:** Adaptive PE Teacher, Audiologist, Project Life Teacher, Early Childhood Teacher, Functional Teacher, Gifted Teacher, High-Incidence Teacher, Interrelated/Curriculum Modified Teacher, Life Skills Teacher, Low-Incidence Teacher, PBIS Teacher, Project Search Teacher, Social Worker/Outreach Coordinator, Speech Language Pathologist, Visually Impaired Teacher, Hearing Impaired Teacher. \*Note- School Psychologists are part of this group but are listed separately in the extended contract section.

## **ARTICLE I: NEGOTIATED ITEMS, GENERAL AGREEMENT**

### **Section A. Negotiated Items**

Negotiated items are those items that have been negotiated between the BOE and the DNEA negotiation committees and have been agreed upon. All such items have been ratified by the BOE and the DNEA. It is agreed that no revision(s) of any negotiated items will be made without consultation of the negotiation parties (DNEA and BOE committees).

This agreement in no way shall limit the parties in the items to be negotiated beyond the life of this agreement. Negotiable items are to be determined as per K.S.A. 72-2218 et seq. up to 2230.

### **Section B. Savings Clause**

Any portion of this contract which is contrary to the law or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the contract shall remain in full force and effect.

No provision in this contract shall be interpreted in a way which would limit the rights of any individual. This contract shall not be construed to limit any existing right to due process or the right of any staff member to take legal action he or she deems desirable. Portions of this contract found to be illegal will be revised accordingly.

## **ARTICLE II: INSTRUCTOR COMPENSATION**

### **Section A. Compensation, General Guidelines**

#### **1. Professional Educator Placement on Level**

- a. The superintendent or designee shall determine the professional educator's placement on the salary schedule. Chart A will be used to determine placement of new staff on the salary schedule. Each professional educator shall be eligible for and shall receive the highest salary to which his/her academic preparation and experience in state-accredited schools entitle him/her according to established guidelines as defined in BOE policy and by the Master Contract, except as provided in 11.B.2.1 below. All salary placements are subject to verification of experience and training and shall be adjusted either upward or downward for each school year to the level for which the professional educator proves his/her entitlement. It is the employee's responsibility to provide such verification to the district. After initial placement is made on the salary schedule, changes to that placement due to initial error will be made upon verification of previous experience and training. Errors in placement on the salary schedule which are brought to the attention of the Human Resources office, in writing, within 90 days of the issuance of the first paycheck under a new contract will be corrected. In the event of an underpayment, the district will compensate the professional educator in the amount of the accumulated underpayment. In the event of an overpayment which is brought to the attention of the professional educator, the professional educator shall reimburse the district in the amount of the accumulated overpayment over the same time period which has elapsed since the error was made. Compensation for underpayments and reimbursements for overpayment shall not occur when errors in salary schedule placement are noted beyond 90 days of the issuance of the first paycheck under a new contract.
- b. Except in an extreme emergency as determined by the BOE, no prospective professional educator applicant shall hire into the system at a salary level higher than that allowed by his/her experience and education as established in the salary schedule.
- c. SLPs will be placed at the M+20 column, at a minimum, for initial placement. All social workers and degreed nurses

will be placed on the salary schedule according to their academic preparation and work experience as licensed practitioners. Work experience counted as a full year must be service credit gained while employed in a public educational organization or in an appropriate related public field. The appropriateness of the related public field will be determined by the Assistant Superintendent of Human Resources. Non-related service credit will be counted as one-half year for each year of service credit.

**2. Employment Level Placement and District Experience**

Professional educators employed full-time for one complete semester shall be given credit for one year of experience. However, if the above is obtained in each of two years in any school system(s), they shall be combined and counted as one year of experience with appropriate adjustment in salary level placement.

**3. Career Professional Educator**

A career professional educator is a professional educator who:

1. will have completed 20 years in the employment of public education in USD 260 at the end of the current contract year; and
2. is currently employed by the board as of May 1.

All career professional educators who meet the above requirements 1 and 2 shall be paid a one time longevity payment of \$2,000.

3. will have completed 25 years in the employment of public education in USD 260 at the end of the current contract year; and
4. is currently employed by the board as of May 1.

All career professional educators who meet the above requirements **3 and 4** shall be paid a one-time longevity amount of \$2,500.

5. will have completed 30 years in the employment of public education in USD 260 at the end of the current contract year; and
6. is currently employed by the board as of May 1.

All career professional educators who meet the above requirements 5 and 6 shall be paid a one time longevity payment of \$3,000.

7. will have completed 35 years in the employment of public education in USD 260 at the end of the current contract year; and
8. is currently employed by the board as of May 1.

All career professional educators who meet the above requirements 7 and 8 shall be paid a one time longevity payment of \$3,500.

9. will have completed 40 years in the employment of public education in USD 260 at the end of the current contract year; and
10. is currently employed by the board as of May 1.

All career professional educators who meet the above requirements 9 and 10 shall be paid a one time longevity payment of \$4,000.

11. will have completed 45 years in the employment of public education in USD 260 at the end of the current contract year; and
12. is currently employed by the board as of May 1.

All career professional educators who meet the above requirements 11 and 12 shall be paid a one time longevity payment of \$4,500.

All longevity payments are separate from all salary contracts of the career professional educator and are not to be considered to be any part of the base salary of the career professional educator. All longevity payments shall be made as a lump sum included in the May paycheck of the current contract year and shall be subject to all applicable deductions.

**4. Compensation for Professional Days**

The BOE shall compensate certified personnel for professional services rendered during the professional days of his or her contract year.

This compensation shall be termed salary and the amount each professional educator receives for a contract year shall be determined by his or her placement and/or addendum on the appropriate salary schedule.

**5. New Professional Educator Orientation**

Educators new to the district will be compensated at a rate of \$100 per day for district provided training attended prior to the contract start date.

**6. Insufficient Funds**

Should funds available to the BOE be insufficient to meet the salary schedule herein, the salary of each employee in USD 260 will be reduced on a pro rata basis.

**7. Method of Payment**

The BOE shall pay certified employees in 12 equal monthly installments for each contract year. Payment will begin on September 15 and continue on the 15th day of each month thereafter. If the 15th falls on a weekend, payday will be on the preceding Friday. If the 15th falls on a holiday, or on days of an official vacation, payday will be the day preceding the holiday period.

Notwithstanding paragraph(s) above, the BOE shall issue a payroll check of \$500 on September 1 to new certified employees that have worked five (5) or more contract days by August 25. This amount will be deducted from their regular September 15 check.

If the pay date falls on a weekend, payday will be on the preceding Friday. If the pay date falls on a holiday, or on days of an official vacation, payday will be the day preceding the holiday period.

Certified employees will have the option of receiving their eleventh and twelve month checks either (i) all in June or (ii) on the 15th day of July and August. A written notice of the employee's intent to receive checks in July and August will need to be filed with the BOE by April 1 each year. All other certified employees will receive their eleventh and twelve month checks in June.

If a professional educator resigns or is terminated for any cause (including illness) before serving a full year, his or her salary shall be adjusted and paid on a daily basis for the total number of school days his/her contract has been fulfilled. For example, an employee under contract for 184.5 days whose employment ended after 85 days would be paid 85/184.5ths of the contract salary.

**8. Payroll Direct Deposit**

Derby Public Schools provides a payroll direct deposit program to its employees at no charge. All employees are required to participate. For those employees that fail to designate a financial institution for deposit, a payroll debit card will be used. Employees are responsible for replacement cost of any lost card. The employee is required to reapply and pay any applicable fees for lost debit cards.

**9. Compensation Due**

Professional educators will be paid the balance of their contracted salary after completion of their obligations. This balance will be paid as soon as feasible after receipt of the necessary funds, but no later than June 30, provided funds are made available by this date by the Kansas Department of Education.

**10. Salary Schedule Placement when Employed after September 1**

Professional educators, whose employment starts after the school year begins, shall be placed on the respective column for which they qualified as of September 1 of the school year.

**11. Employee Photo ID**

Half-time and full-time professional educators will be issued one nontransferable photo identification card at the beginning of his/her employment with the district. This ID will pertain only to the immediate family (employee, spouse, and minor children). The ID will be valid for all activities covered by purchased activity tickets.

## 12. Probationary Status

There shall be two types of probation. The first shall be new professional educators' probation which shall refer to professional educators who have not yet attained a tenured status as defined in K.S.A. 72-2260. The second type of probation shall be related to disciplinary probation. Such probation will come as a result of difficulties determined through evaluation. Being placed on disciplinary probation shall be an administrative decision. It is emphasized that probation is not necessarily a punitive action, but may be from recognition of a situation which indicates a need for more intensive supervision and assistance.

## Section B. Salary Schedule

### 1. Professional Educator's Placement on Salary Schedule

#### a. Date to determine placement:

The final date for salary schedule placement shall be September 10 of each year. It is the responsibility of the professional educator to notify the Human Resource office by September 10 of earned movement on the salary schedule due to additional college/university hours or inservice credit. Both of the following items must be on file in the Human Resource office by September 10 for hours to be eligible for salary movement:

1. The official transcript(s) verifying the completed college hours and/or inservice credit hours (see Inservice credit for movement on salary schedule), and
2. Salary Movement Intent form submitted to Human Resources.

Inservice credit for movement on salary schedule:

Approved and verified inservice credit that can be used for recertification will be counted for movement on the salary schedule at the rate of 20 inservice points= one semester hour. Inservice credits from districts other than Derby Public Schools will be recognized if such credits are consistent with the guidelines of Derby Public Schools Inservice Education Plan. Inservice credit transcript requests for salary movement must be submitted to the Professional Development Council (PDC) Secretary no later than 10 contract days prior to September 10.

Salary placement should not be expected until the October 15 paycheck.

#### b. Eligibility for placement:

1. All professional educators must hold a current Kansas license. It is the responsibility of the professional educator to see that the proper license is issued and renewed as required, and on record with the district.
2. Each track (vertical column) on the salary schedule, as defined in section B.2, represents either 1) an earned degree from an accredited institution of higher education, or 2) an intermediate point representing additional earned graduate semester hours not used to acquire a degree. Such hours may have been earned prior to a bachelor's, master's, or doctorate degree, but have not been counted toward the completion of degree requirements. (This reflects a change in placement procedure, effective 7/1/92. There shall be no claims for back pay directly resulting from this change.)
3. Graduate semester hours must be in one of the following: major field, minor field, hours required to meet certification criteria, hours required by the district, assigned, or certified teaching area, or advanced degree area within the College of Education. Graduate semester hours will be recognized from only those institutions of higher education which are accredited by the North Central Association (NCA) and/or the National Council for Accreditation of Teacher Education (NCATE).
4. Undergraduate semester hours shall be included provided:
  - a. the course is to satisfy a state-mandated requirement for recertification (e.g., exceptional child in regular classroom), or
  - b. the course is an undergraduate computer education course which complies with "d" below, or
  - c. the course is not available in a graduate level category, and

- d. the course is recommended in advance (except in the case of professional educators new to the district) by the superintendent or designee.

2. **The following terms are defined as to the professional educator's salary schedule:**

**DEGREE:**

- a. BACHELOR'S - Those who possess a bachelor's degree from an accredited college or university as recognized by the appropriate licensing agency of the State of Kansas.
- b. MASTER'S - Those who possess a master's degree from an accredited college or university as recognized by the appropriate licensing agency of the State of Kansas.
- c. DOCTORATE - Those who possess a doctorate degree from an accredited college or university as recognized by the appropriate licensing agency of the State of Kansas.

**HOURS:**

Secured graduate semester hours in accordance with Paragraph 1 of "Professional Educator's Placement on Salary Schedule."

**LICENSURE:**

All professional educators must hold a current Kansas License. **It is the responsibility of the professional educator to see that the proper license is issued and renewed as required, and on record with the district.**

**Derby Public Schools**  
**Certified Salary Schedule 2025-26**

Base salary \$50,003

Master Teacher Index \$65,509

Level	BASE	B+10	B+20	B+30	B+40	M	M+10	M+20	M+30	M+40	M+50	M+60	Doctorate
AA	50,003	50,435	50,735	51,067	51,344	52,762	53,619	54,303	54,919	55,609	56,273	57,142	58,044
A	50,333	50,814	51,092	51,473	51,677	53,470	54,360	55,073	55,689	56,411	57,027	58,061	59,095
B	50,663	51,193	51,449	51,879	52,209	54,178	55,101	55,843	56,459	57,213	57,829	58,986	60,145
C	51,323	51,951	52,264	52,492	53,274	55,594	56,583	57,382	57,998	58,816	59,431	60,838	62,246
D	51,982	52,709	53,178	53,504	54,338	57,011	58,065	58,922	59,538	60,419	61,884	62,690	64,346
E	52,142	53,267	53,692	54,516	55,403	58,427	59,546	60,461	61,077	62,122	64,385	64,542	66,447
F	52,302	53,425	54,306	55,529	56,468	59,843	61,028	62,000	62,616	64,448	66,088	66,394	68,548
G	52,561	53,883	55,221	56,541	57,533	61,260	62,510	63,540	64,155	66,127	67,391	68,246	70,649
H	52,821	54,241	56,135	57,554	58,597	62,676	64,119	65,079	66,093	67,657	68,694	70,097	72,750
I	53,481	54,999	57,049	58,566	59,662	64,092	65,604	66,619	67,382	68,844	70,049	71,950	74,851
J	54,141	55,757	57,963	59,578	60,727	65,509	66,955	68,158	68,774	70,335	71,652	73,801	76,952
K	54,800	56,515	58,877	60,591	61,792	66,925	68,437	69,926	70,313	71,641	73,255	75,653	79,053
L	55,460	57,274	59,792	61,604	62,857	68,341	69,919	71,468	71,852	73,245	74,122	77,505	81,154
M	56,120	58,032	60,706	62,617	63,922	69,758	71,400	72,777	73,391	74,848	75,461	79,357	83,255
N	56,779	58,790	61,620	63,632	64,986	71,175	72,880	74,315	74,931	76,449	77,064	81,208	85,354

Levels do not equal years of service. For salary schedule questions, contact Human Resources at (316) 788-8415.

(Chart A)  
Derby Public Schools  
Professional Educator Salary Schedule  
Guide to Level Placement  
Applies to New Staff Only Beginning 2025-26

MASTER TEACHER  
65,509

Level	BASE	B+10	B+20	B+30	B+40	M	M+10	M+20	M+30	M+40	M+50	M+60	Doctorate
AA	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3
A	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6
B	7	7	7	7	7	7	7	7	7	7	7	7	7
C	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10
D	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13
E	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16
F	17	17	17	17	17	17	17	17	17	17	17	17	17
G	18	18	18	18	18	18	18	18	18	18	18	18	18
H	19	19	19	19	19	19	19,20	19,20	19,20	19,20	19,20	19,20	19,20
I	20	20	20	20,21	20,21	20,21	21,22	21,22	21,22	21,22	21,22	21,22,23	21,22,23
J	21	21	21,22	22,23	22,23	22,23	23,24	23,24	23,24	23,24,25	23,24,25	24,25,26	24,25,26
K	22	22	23,24	24,25	24,25	24,25	25,26	25,26,27	25,26,27	26,27	26,27	27,28	27,28
L	23,24	23,24	25,26	26,27	26,27	26,27	27,28	28,29	28,29	28,29	28,29	29,30,31	29,30,31
M	25	25,26	27	28	28,29	28,29	29,30,31	30,31	30,31	30,31,32	30,31,32	32,33,34	32,33,34
N	26+	27+	28+	29+	30+	30+	32+	32+	32+	33+	33+	35+	35+

Levels do not equal years of service. For salary schedule questions, contact Human Resources at (316) 788-8415.

Applies to New Staff Only Beginning 2026-27

MASTER TEACHER  
65,509

Level	BASE	B+10	B+20	B+30	B+40	M	M+10	M+20	M+30	M+40	M+50	M+60	Doctorate
AA	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3	0,1,2,3
A	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6	4,5,6
B	7	7	7	7	7	7	7	7	7	7	7	7	7
C	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10	8,9,10
D	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13	11,12,13
E	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16	14,15,16
F	17	17	17	17	17	17	17	17	17	17	17	17	17
G	18	18	18	18	18	18	18	18	18	18	18	18	18
H	19	19	19	19	19	19	19,20	19,20	19,20	19,20	19,20	19,20	19,20
I	20	20	20	20,21	20,21	20,21	21,22	21,22	21,22	21,22	21,22	21,22,23	21,22,23
J	21	21	21,22	22,23	22,23	22,23	23,24	23,24	23,24	23,24,25	23,24,25	24,25,26	24,25,26
K	22	22	23,24	24,25	24,25	24,25	25,26	25,26,27	25,26,27	26,27	26,27	27,28	27,28
L	23,24	23,24	25,26	26,27	26,27	26,27	27,28	28,29	28,29	28,29	28,29	29,30,31	29,30,31
M	25	25,26	27	28	28,29	28,29	29,30,31	30,31	30,31	30,31,32	30,31,32	32,33,34	32,33,34
N	26+	27+	28+	29+	30+	30+	32+	32+	32+	33+	33+	35+	35+

FOR RECRUITMENT PURPOSES ONLY YEARS ARE BASED ON COMPLETION OF 2025-26 YEAR IF NO LEVEL ADVANCEMENT IS GIVEN DURING NEGOTIATIONS.

Levels do not equal years of service. For salary schedule questions, contact Human Resources at (316) 788-8415

Derby Public Schools  
Professional Educators Salary Schedule  
Percentage of Master Teacher  
2025-26

Level	B	B+10	B+20	B+30	B+40	M	M+10	M+20	M+30	M+40	M+50	M+60	Doctorate
AA	76.33%	76.99%	77.45%	77.95%	78.38%	80.54%	81.85%	82.89%	83.83%	84.89%	85.90%	87.23%	88.60%
A	76.83%	77.57%	77.99%	78.57%	78.89%	81.62%	82.98%	84.07%	85.01%	86.11%	87.05%	88.63%	90.21%
B	77.34%	78.15%	78.54%	79.19%	79.70%	82.70%	84.11%	85.24%	86.19%	87.34%	88.28%	90.04%	91.81%
C	78.34%	79.30%	79.78%	80.13%	81.32%	84.86%	86.37%	87.59%	88.53%	89.78%	90.72%	92.87%	95.02%
D	79.35%	80.46%	81.18%	81.67%	82.95%	87.03%	88.64%	89.94%	90.89%	92.23%	94.47%	95.70%	98.22%
E	79.60%	81.31%	81.96%	83.22%	84.57%	89.19%	90.90%	92.29%	93.23%	94.83%	98.28%	98.52%	101.43%
F	79.84%	81.55%	82.90%	84.77%	86.20%	91.35%	93.16%	94.64%	95.58%	98.38%	100.88%	101.35%	104.64%
G	80.23%	82.25%	84.30%	86.31%	87.82%	93.51%	95.42%	96.99%	97.93%	100.94%	102.87%	104.18%	107.85%
H	80.63%	82.80%	85.69%	87.86%	89.45%	95.68%	97.88%	99.34%	100.89%	103.28%	104.86%	107.00%	111.05%
I	81.64%	83.96%	87.09%	89.40%	91.07%	97.84%	100.15%	101.69%	102.86%	105.09%	106.93%	109.83%	114.26%
J	82.65%	85.11%	88.48%	90.95%	92.70%	100.00%	102.21%	104.04%	104.98%	107.37%	109.38%	112.66%	117.47%
K	83.65%	86.27%	89.88%	92.49%	94.33%	102.16%	104.47%	106.74%	107.33%	109.36%	111.82%	115.48%	120.68%
L	84.66%	87.43%	91.27%	94.04%	95.95%	104.32%	106.73%	109.10%	109.68%	111.81%	113.15%	118.31%	123.88%
M	85.67%	88.59%	92.67%	95.59%	97.58%	106.49%	108.99%	111.09%	112.03%	114.26%	115.19%	121.14%	127.09%
N	86.67%	89.74%	94.06%	97.13%	99.20%	108.65%	111.25%	113.44%	114.38%	116.70%	117.64%	123.96%	130.29%

Levels do not equal years of service. For salary schedule questions, contact Human Resources at (316) 788-8415.

### 3. Bonus Payments for Advanced Learning

- A. Upon completion of the first master's degree, a teacher shall receive a one-time bonus payment through payroll checks, with the following stipulations:
  1. The teacher must earn the master's degree while being employed by Derby Public Schools;
  2. \$500 payment in May the year the teacher moves to M column on the salary schedule; and
  3. \$1,500 payment in May the second year of employment with Derby Public Schools after completion of the master's degree.
- B. \$150 one-time bonus will be paid by payroll check when the teacher becomes eligible for each of the following columns: M+20, M+40, and M+60.
- C. There shall be no exceptions to the above requirements.

### 4. National Board Certification

Professional educators who have achieved National Board Certification or a district approved equivalent will receive \$1,000 annually, as long as they maintain their National Board Certification or equivalent. This is in addition to the \$1,000 the state of Kansas gives to the professional educator who holds National Board Certification.

### 5. American Speech-Language-Hearing Association (ASHA) Stipend

Professional educators who have achieved ASHA Certification will receive \$1,500 annually as long as they maintain their certification.

### 6. Special Education, Supplemental Compensation

Refer to 2004 addendum document, the terms of which are incorporated into this provision as ratified.

### 7. Extended Contracts

The term "extended contract" shall refer to a special class of payments received by professional educators as payment for certain specially assigned and accepted services. These may be special services given as extended services beyond the

regular contract period.

Position	Time	Compensation
Counselors, Secondary	199.5 Days	15 days a.d.r.
School Psychologist	201 Days	16.5 days a.d.r.
Instructional Coach	189.5 Days	5 days a.d.r.
Aerospace Educ. Instructor	204.5 Days	20 days a.d.r. + \$2,135
AV Coordinator	219.5 Days	35 days a.d.r.
Head Football Coach	204.5 Days	20 days a.d.r.
Media Specialist, Secondary	199.5 Days	15 days a.d.r.
Media Specialist, Elementary	194.5 Days	10 days a.d.r.
Senior High Band	194.5 Days	10 days a.d.r.
Certified Special Educator	186 Days	1.5 days a.d.r.

#### 8. Supplemental Contracts

The term "supplemental contract" shall refer to special class of payments received by professional educators as payment for certain specially assigned and accepted services. These may be special services given as a supplemental part of a regular contract.

- a. All supplemental positions in the supplemental salary schedule are for a single year with subsequent positions made on the basis of the administrative recommendations and BOE approval.
- b. Supplemental salary details shall be offered to the professional educator prior to the time the professional educator begins to perform the responsibilities of the assignments. Contracts shall be issued as soon as possible after approval is given for same.
- c. Additional compensation will be provided for all coaches and sponsors with verified in-district experience in that sport or activity. Experience will be credited as follows: 2-5 years of experience will add one point, 6-7 years will add two points, 8-9 years will add 3 points, and 10+ years will add 4 points. Experience that is a move up (i.e. from assistant to head, or from middle to high) will not count as experience, however experience that is a move down (i.e. head to assistant, or from high to middle) will count as experience. Coaches and sponsors must complete their season to count as a year of experience.
- d. Supplemental salary schedule only shall be negotiated on the basis of supplemental positions, supplemental contracts, and supplemental groups. The position and assignments to each of the respective position, contract, or group will be recommended by the administration and approved by the BOE. It shall be the prerogative of the BOE to delete or add assignments to the respective supplemental positions, contracts, and service groups. For 2003-2004 supplemental salary categories refer to 2004 addendum document, the terms of which are incorporated into this provision as ratified.

**SUPPLEMENTAL SALARY POSITION FOR ALL  
SCHEDULES BASE IS \$125 PER POINT**

**Athletic Supplementals**

High school head coaching supplemental will be based upon the following formula-

# participant/#assistant coaches + # participants + hours outside of contract day + exposure= salary points

# participants/# assistants		<b>Points Tables</b> # participants		Hours outside of contract	
Range	Points	Range	Points	Range	Points
10 or less	2	20 or less	2	150 or less	10
11-20	3	21-30	3	151-250	15
21-30	4	31-50	4	251-350	20
31+	5	51-75	5	Over 350	25
	7	76-100	6		
		100+	7		

  

Exposure	
Rank	Points
2	6
3	9
4	12

Additional points to be awarded for Success of the Program: qualifying for post season competition will earn each coach, plus band, one salary point for every week, or part thereof, of competition beyond the regular scheduled competitions.  
Amount to be paid after completion of the season.

Other coach's salary schedule (percentage based upon HS head coach's salary)

Head varsity assistant coach	70%
High School assistant coach	65%
Middle School head coach	60%
Middle School assistant coach	50%

Persons continuing in positions that decrease from the 2003-04 schedule will be grandfathered at the 2003-2004 rate (Refer to 2004 addendum document, the terms of which are incorporated into this provision as ratified.)

<u>Position</u>	<u>2025-26</u>
HS Head Football	\$5,875
HS Head Boys Basketball	\$5,500
HS Head Girls Basketball	\$5,500
HS Head Wrestling	\$5,375
HS Head Track	\$5,500

HS Head Baseball	\$5,125
HS Head Softball	\$4,375
HS Head Boys Soccer	\$4,375
HS Head Girls Soccer	\$4,375
HS Head Boys Swimming	\$4,375
HS Head Girls Swimming	\$4,375
HS Head Volleyball	\$4,375
HS Head Boys Tennis	\$3,500
HS Head Girls Tennis	\$3,500
HS Head Boys Golf	\$3,250
HS Head Girls Golf	\$3,250
HS Head Bowling	\$2,875
Secondary Head Cross Country	\$3,750
HS Head Assistant Football	\$4,113
HS Assistant Football	\$3,819
HS Assistant Boys Basketball	\$3,575
HS Assistant Girls Basketball	\$3,575
HS Assistant Boys Wrestling	\$3,494
HS Assistant Girls Wrestling	\$3,900
HS Assistant Track	\$3,575
HS Assistant Baseball	\$3,331
HS Assistant Softball	\$2,844
HS Assistant Soccer	\$2,844
HS Assistant Boys Swimming	\$2,844
HS Assistant Girls Swimming	\$2,844
HS Assistant Volleyball	\$2,844
HS Assistant Boys Golf	\$2,113
HS Assistant Girls Golf	\$2,113
HS Assistant Bowling	\$1,869
HS Assistant Boys Tennis	\$2,276
HS Assistant Girls Tennis	\$2,276
HS Esports Fall	\$3,500
HS Esports Spring	\$3,500
MS Head Football	\$3,525
MS Head Track	\$3,300
MS Head Boys Basketball	\$3,300
MS Head Girls Basketball	\$3,300
MS Head Wrestling	\$3,225
MS Head Girls Wrestling	\$3,225

MS Head Volleyball	\$2,625
MS Head Soccer	\$2,625
MS Head Boys Tennis	\$2,100
MS Head Girls Tennis	\$2,100
MS Assistant Football	\$2,938
MS Assistant Boys Basketball	\$2,750
MS Assistant Girls Basketball	\$2,750
MS Assistant Track	\$2,750
MS Assistant Volleyball	\$2,188
MS Assistant Soccer	\$2,188
MS Assistant Wrestling	\$2,688
MS Assistant Boys Tennis	\$1,750
MS Assistant Girls Tennis	\$1,750
Secondary Assistant Cross Country	\$2,250
MS Head Cross Country	\$2,250
MS Assistant Cross Country	\$1,890

### Service Supplementals

Service oriented supplementals will be based upon the following formula-

Hours outside of contract day + exposure = salary points

Points Tables			
Range	Points Tables Points	Exposure Rank	Points
101-200	6	2	6
201 and above	9	3	9

Persons continuing in positions that decrease from the 2003-04 schedule will be grandfathered at the 2003-04 rate (Refer to 2004 addendum document, the terms of which are incorporated into this provision as ratified).

<u>Position</u>	<u>2025-26</u>
Lead Nurse	\$3,000
HS Phy Ed Department Head	\$1,875
HS Language Arts Department Head	\$2,250
HS Math Department Head	\$2,250
HS Music Department Head	\$1,875
HS Science Department Head	\$2,250
HS Social Studies Department Head	\$2,250
HS Business Department Head	\$1,875

HS Special Education Department Head	\$2,250
HS Foreign Language Department Head	\$1,670
HS CTE Department Head	\$1,875
HS Art Department Head	\$1,875
HS FACS Department Head	\$1,875
HS Counselor Department Head	\$1,875
HS Reality 101 Department Head	\$1,875
MS Explo Department Head	\$1,500
MS English Department Head	\$1,500
MS Math Department Head	\$1,500
MS Science Department Head	\$1,500
MS Social Studies Department Head	\$1,500
MS Communications Department Head	\$1,500
MS Special Education Department Head	\$1,875

### Activities Supplementals

Activities Head Sponsor supplementals are based on the following formula –

Hours outside of contract day + exposure = salary points

Points Tables			
Range	Hours outside of contract Points	Rank	Exposure Points
31-75	3	2	6
76-150	7	3	9
151-250	12	4	12
251-350	17		
351-500	25		
501-750	37		
751-1,000	50		
1,000+	60		

Assistant sponsors' salary schedule - 65% of head sponsor's salary.

If Derby Public Schools is the host for league, state, or regional competition, each sponsor will receive one additional salary point for each event. If Derby Public Schools is the host for a national competition each sponsor will receive two additional salary points for this event. Amount to be paid after completion of season.

Persons continuing in positions that decrease from the 2003-2004 schedule will be grandfathered at the 2003-04 rate (Refer to 2004 addendum document, the terms of which are incorporated into this provision as ratified).

<u>Position</u>	<u>2025-26</u>
HS Event Manager	\$7,000
HS Band	\$4,625
HS Drama	\$5,750
HS Head Cheerleading	\$5,750
HS Vocal Music	\$4,250
HS Asst. Drama	\$3,738
HS Debate	\$3,875
HS Orchestra	\$2,825
HS Yearbook	\$4,250
HS Forensics	\$2,250
HSSTUCO	\$3,625
HS Pantherettes	\$3,250
HS Scholars Bowl	\$2,250
HS Asst. Band	\$3,006
HS Asst. Cheer	\$3,738
MS Events Manager	\$3,500
MS Cheer	\$2,875
MS Asst. Cheer.	\$1,869
MS STUCO	\$2,875
MS Asst. STUCO	\$1,869
MS Vocal Music	\$1,125
HS Journalism	\$2,250
MS Yearbook	\$2,875
HS Asst. Debate	\$2,519
HS Asst. Forensics	\$1,463
HS Asst. Pantherettes	\$2,113
HS Kays	\$1,625
MS Kays	\$1,375
HS Flag Line	\$1,625
HS Percussion	\$1,500
MS Drama	\$2,875
MS Asst. Drama	\$1,869
MS Scholars Bowl	\$1,205
HSCTE	\$4,250

Junior Head Class Sponsor	\$1,625
NHS Sponsor	\$1,500
NJHS Sponsor	\$1,250
9/10/12 Head Class Sponsor	\$1,125
9/10/12 Assistant Class Sponsor	\$731
MS Inst. Music	\$1,670
Jr. Class Asst. Sponsor	\$1,056

## 9. Paid Council/Committee Positions

- a. **Professional Development Council:** Stipends of \$500 per person will be paid to professional educators who are elected at the building level to serve on the Professional Development Council. Persons serving on the council must attend quarterly meetings. Any exceptions must be approved by the Assistant Superintendent of Curriculum and Instruction. Stipend will be split and paid in December and May. The elected stipend positions will include:

Elementary	One representative per building
Derby Middle School and Derby North Middle School	Two representatives per building
Derby High School	Three representatives

An additional stipend of \$500 will be paid to the chairperson elected by the council. This amount will be paid in December.

- b. **Curriculum Adoption Committee:** Stipends of \$275 per person will be paid to professional educators who are selected to serve on the Curriculum Adoption Committee for each content area, grade level, or secondary course. Stipend positions on the Curriculum Adoption Committee will be limited to professional educators selected by the administration in accordance with curriculum resources to be adopted.
- c. **Additional Guidelines:** Ex officio, permanent, and non-voting members of the councils and the committees will not be eligible for the stipend. Stipends will be prorated for all council/committee members based on their attendance at scheduled meetings.

## 10. Non-Compensated Committees

All certified committee positions of the Superintendent's Advisory Committee (SAC) and the Building Leadership Team (BLT) will be elected by the building's professional educators.

- SAC: DNEA will conduct an election annually. In the event that the vacancy of an existing position occurs, DNEA will either conduct a separate election or request volunteers to fill the vacancy if determined necessary.
- BLT: DNEA will conduct the election at the beginning of each 5 year accreditation cycle after meeting with administration to determine the number of committee representatives at each building. An annual election would be conducted if a position is vacated. DNEA will either conduct a separate election or request volunteers to fill the vacancy to the end of the cycle. The building administrator, with guidance from district administration, will appoint district accreditation team member(s) to the BLT if they are not already a member.

## NURSES' SALARY SCHEDULE

There are two schedules for persons employed as nurses in Derby Public Schools. Those persons holding an RN diploma will use the following schedule. Additional hours on this schedule refer to college/university hours or nursing inservice credit as approved by the Professional Development Council.

### Diploma Registered Nurses Schedule 2025-26

Level	RN	RN+15	RN+30
A	48,461	49,996	51,531
B	48,949	50,506	52,064
C	49,437	51,016	52,597
D	49,925	51,526	53,130
E	50,413	52,036	53,663
F	50,901	52,546	54,196
G	51,389	53,056	54,729
H	51,877	53,566	55,262
I	52,365	54,076	55,795
J	52,853	54,586	56,328
K	53,341	55,096	56,861
L		55,606	57,394
M		56,116	57,927
N			58,460

Levels do not equal years of service. For salary schedule questions, contact Human Resources at (316) 788-8415.

### **Degreed Registered Nurses**

Registered nurses who have received a bachelor's degree are placed on the bachelor's degree column of the professional educator's salary schedule. Further advancement will be in accordance with the policies regulating movement on the professional educator's salary schedule.

### **Section C. Payroll Deductions**

#### **1. Employee Authorized Deduction**

In addition to statutory deductions, the BOE will permit payroll deductions to be made and paid into the following accounts provided authorization is received on the appropriate forms:

- a. Annuity
- b. DNEA dues over a 12-month period
- c. Credit Union of America
- d. Health/dental/cancer insurance
- e. IRC 125 "Cafeteria" Fringe Benefit Plan (see below)
- f. Life insurance
- g. United Way
- h. U.S. Savings Bonds
- i. Disability income insurance
- j. Learning Quest

Derby Public Schools employees may participate in a salary reduction plan (IRC 125 "Cafeteria" Fringe Benefit Plan). One or more of the following options may be designated: 1) apply toward qualified dependent/child care; 2) apply toward a group health/dental/cancer insurance plan; 3) apply toward medical out-of-pocket expense; or 4) apply toward salary protection.

The association and/or individuals concerned shall indemnify and hold harmless the BOE from any and all claims, demands, suits, or other forms of liability (including cost and attorney fees) that shall arise out of any action taken or not taken by the BOE for the purpose of complying with the above provision or the authorization form.

#### **2. Annuity Deduction Procedures**

All certified personnel are eligible to participate in a "tax sheltered" voluntary annuity plan. Only annuity companies designated by the district will be eligible for contributions. These companies will be determined by the Benefits Study Committee and a list will be maintained by the Derby Public Schools payroll office.

Changes and/or additions in annuity plans are allowed only within the following guideline:

Certified personnel are responsible for informing their annuity companies and the Derby Public Schools payroll office of changes in their annuity plans. Derby Public Schools will not notify the companies of such changes.

## **ARTICLE III: BENEFITS**

### **Section A. Life Insurance**

The BOE will enter into an agreement for \$20,000 of group term life and accidental death insurance for each full time professional educator. The BOE will enter an agreement for \$10,000 of Group Term Life and Accident Insurance for half-time

or more (but less than full time) professional educators. The original basic term life insurance amount will reduce by a percentage at ages 65, 70, and 75 as outlined in the Employee Benefit Guide. Benefits will terminate at age 80 or upon retirement, whichever is first. The professional educator will have the option of purchasing additional group term life and accidental death insurance. Selection of a carrier will be made on a bid basis, with final selection by the Board. Professional educators employed less than half time will receive no life insurance coverage under this section.

## **Section B. Medical Insurance**

1. The following mutually agreed upon benefits are available to professional educators:
  - a. district health insurance
  - b. district dental insurance
  - c. district cancer insurance
  - d. other
2. The BOE shall ask the district carrier to provide each employee a description of the benefit coverage provided herein, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the BOE shall provide applications and, when necessary, information about the program.
3. Public Law 99-272, Title X, and Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) will be complied with.
4. If the insurance option is to be effective on the first day of the month following the date of hiring, a one month premium advance will be necessary.
5. The professional educator may elect to terminate his/her payroll reduction agreement or change the benefits elected only if his/her family status has changed. A professional educator has a change in family status upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a spouse. The professional educator shall supply written verification to the district of such change and must make any termination, election or change within 30 days of the date such change in family status occurs. A professional educator desiring to make such change may discontinue participation or reduce benefits, but an election of new or increased benefits shall be subject to the requirements of the particular nontaxable benefit selected.
6. District Contribution to Health Insurance Premiums

A defined contribution allowing for wellness incentives will be in place for each professional educator that participates in the district's health insurance plan. A defined contribution means that it is a set amount for the district portion of health insurance premiums. The base amount for the 2025 plan year is **\$623** per month for staff who take a single insurance plan, **\$1000** per month for staff who take Employee+ Spouse, Employee+ Child(ren) and **\$1165** per month for staff who take the Family plan. Professional educators employed less than half time or who choose to not participate in the health insurance plan shall receive no BOE contribution.

The method and schedule to be used in distributing these funds shall be determined by the district in accordance with the law. Professional educators employed less than half time or who choose to not participate in the health insurance plan shall receive no BOE contribution.
7. Refunds from health insurance premiums shall not supplant any Board contributions.
8. Benefits Study Committee

A committee comprised of the Assistant Superintendent/Human Resources, Director of Finance, one person per attendance center assigned by DNEA, and four members assigned by the Superintendent will be established to study the benefits package as found in Article III, Section B and make recommendations to the Board of Education relative to changes in the

benefits and carriers. The Benefits Study Committee may appoint subcommittees.

### **Section C. Health Maintenance Program**

The district shall pay the cost of the employee membership as offered by the Derby Recreation Commission corporate plan. All Derby Public Schools employees may participate in the plan. This benefit will begin on September 1 of each year for those professional educators who have properly declared their intention to participate. Notice by either party of the desire to terminate the arrangement with the DRC will be achieved through the March 31 negotiation's notification letter.

### **Section D. Employer Tax Sheltered Annuity**

1. The district will make an annual contribution to a "tax sheltered" annuity plan (also referred to as a 403b plan) on the behalf of each qualifying full-time (.5 FTE or above) professional educator. The amount of the contribution is based on the number of consecutive years employed in Derby Public Schools. The amounts are as follows:

1-10 years of service	\$900
11-14 years of service	\$1,150
15+ years of service	\$1,400

2. The professional educator will have ownership rights to the money based on the following vestment schedule-

20% vestment after 6 years employment with Derby Public Schools
40% vestment after 7 years employment with Derby Public Schools
60% vestment after 8 years employment with Derby Public Schools
80% vestment after 9 years employment with Derby Public Schools
100% vestment after 10 years employment with Derby Public Schools

3. Withdrawals of vested funds are subject to federal taxation laws. The benefits committee will recommend (ref. Section B. #8) an administrator of the plan. Balances left in accounts after a non-vested employee leaves the district revert back to the district. An employee that leaves the district and then returns at a later time reverts back to year one on the vesting schedule. Upon death of the employee, any remaining vested amounts will go to the named beneficiary. Early withdrawals (prior to age 59 ½) maybe subject to tax penalty.
4. Professional educators may make personal contributions to the plan. The administrator will track these funds separately.

## **ARTICLE IV: PROFESSIONAL EDUCATOR EMPLOYMENT CONDITIONS**

### **Section A. Abolishment of Positions or Reductions-In-Force**

1. In all areas of certified instruction, special services, and extra-class contracts, the non-renewal of contract due to decreased need of services (e.g., declining enrollment, elimination of designated programs) and/or necessary elimination of position due to district finances (reduction-in-force), the following guidelines will be used:
  - a. The administration will provide pertinent information regarding the abolishment of positions to potentially impacted

professional educators.

- b. The last professional educator employed in the district shall be the first non-renewed. The date of hire shall be determined by the date the professional educator signed the letter of intent or employment contract, whichever comes first. If the date of hire is the same for two or more professional educators, the professional educator with the fewest graduate credits (including professional development points) on file in the office of Human Resources shall be the first to be non-renewed. Professional development points will be converted to graduate credits on the basis of twenty (20) points equaling one (1) graduate credit hour.
2. The above provisions shall apply only to tenured professional educators. A tenured professional educator shall not be non-renewed when another position for which the tenured professional educator is endorsed (by the Kansas State Board of Education) is held by a non-tenured professional educator. In such case, the non-tenured professional educator will be non-renewed before the tenured professional educator.
3. The selection of the professional educators to be assigned to alternate positions as a result of abolishment of positions or reduction-in-force shall be made through the application of guidelines identified in "1." above.

## **Section B. Recall of Professional Educators**

1. Reinstatement of tenured professional educators non-renewed as a consequence of the abolishment of positions or reduction-in-force shall be conducted according to the following guidelines.
  - a. The order of recall shall be determined by the original date of hire by the district with those hired first being the first to be recalled. The order of recall will be established by the procedures in "Section A., a. b." above.
  - b. Any tenured professional educator who is non-renewed as a result of the abolishment of positions or reduction-in-force shall be given an opportunity to fill the next available teaching position for which the educator is certified with becomes vacant subsequent to the non-renewal.
  - c. When a previously tenured professional educator is reinstated in a position as a result of actions taken in "a." above, the professional educator shall be placed on the salary schedule in accordance with the practice in effect at the time of reinstatement.
  - d. Any tenured professional educator who is non-renewed as a result of the abolishment of positions shall be in reinstatement status for the next available vacancy in the professional educator's area(s) of certification which occurs subsequent to the non-renewal for the two school years immediately following the non-renewal.
  - e. The non-renewed professional educator must notify the district in writing on or before May 15 of the year in which the non-renewal occurred of his/her desire to be placed in reinstatement status (placed on the recall list).
  - f. The non-renewed professional educator must notify the district in writing on or before April 10 of the year following the professional educator's non-renewal of his/her desire to remain in reinstatement status for the next available vacancy which may occur for the second year.
  - g. The non-renewed professional educator who wishes to be placed or remain in reinstatement status must keep on file in the district office of Human Resources his/her current address and phone number. Failure to do so will result in the professional educator being taken off of reinstatement status.

## **Section C. Class Size**

1. The recommended maximum class size for Grades K-3 will be 24, Grades 4-5 will be 28, and Grades 6-12 will be 29. Consideration will be given to the number of special needs students in the classroom count.
2. The recommended maximum ratio of counselors and/or social workers to students in K-12 will be 1:400.

3. The BOE agrees to the spirit of the concept above, however, will not be committed to any definite number.

#### **Section D. Posting Notice of Vacancies within the District**

It is agreed that the superintendent or designee shall post notice electronically of any teaching, counseling, supervisory, or administrative vacancies at least three days during which district administrative offices are open, excluding winter break, before filling said vacancies. In cases where a vacancy occurs after August 5th, the vacancy will not be posted. If the 5th were to fall on a weekend, this date would move to the preceding Friday. In such cases, the district shall notify the president of the DNEA in writing of the occurrence of the non-posted vacancy. District personnel shall be given due consideration for the position upon receipt of their transfer request.

#### **Section E. Resignation and Unilateral Termination of Employment**

The BOE will consider a resignation submitted in writing, of a contract which is in force, although acceptance may be contingent upon the hiring of a suitable replacement or other suitable options. The following will be in force with respect to unilateral termination of a contract by a professional educator:

1. Any professional educator employed for a given school year either as the result of entering into a signed contract or failing to submit a written resignation (under the protection of the Continuing Contract Law) for that school year, and who, after the fourteenth calendar day after the third Friday in May, requests release from the contract due to take effect on or after that July 1, will be subject to liquidated damages.
  - a. Liquidated damages will be five thousand dollars (\$5,000) beginning the fifteenth calendar day following the third Friday in May until June 15. The liquidated damages start the day after the last day said employee can resign according to the state statute.
  - b. Liquidated damages will be fifteen thousand dollars (\$15,000) from June 16 until July 15.
  - c. Starting July 16, said employee will be subject to liquidated damages of twenty thousand dollars (\$20,000).Any waiver must be authorized by the Superintendent and approved by the BOE. The professional educator shall not be eligible for reimbursement for unused leave as described in this master contract if a release from the contract is requested by the professional educator and agreed to by the BOE.
2. The liquidated damages in "1." above will not apply in cases where the professional educator is compelled to resign for medical reasons on recommendation of their health care professional. A written opinion of the health care professional will be provided at the time of notification of resignation. Liquidated damages will not apply in the event of a transfer of the professional educator's spouse. Verification of such reasons may be required.
3. Compensation to the district will be paid prior to any release becoming official; but, in any event, if the liquidated damages are not paid prior to the time of payment of the last payroll check, the liquidated damages may be deducted from the professional educator's final check. In the event that there is not enough money in the final check or no check has been issued to date to cover the liquidated damages, the professional educator shall promptly submit payment for the outstanding balance in accordance with the terms outlined in a promise to pay letter issued from the finance department. Failure to adhere to the terms of the promise to pay letter may result in the outstanding balance being turned over to collections, in accordance with Board of Education Policy.

#### **Section F. Payment for District Directed Course Work**

If and when the administration directs staff members to take course work to fulfill required teaching assignments or to meet

district goals, it is understood that the district will pay the tuition cost of said courses required. The provisions of this paragraph do not apply to individuals who have been offered employment pursuant to a provisional, waiver, or restricted license.

## **Section G. Grievance Procedures for Professional Educators of Derby Public Schools**

### **1. Purpose**

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

### **2. Definitions**

#### **a. Grievance**

A complaint by a professional educator, group of professional educators, or the DNEA based on an alleged violation, misinterpretation, or misapplication by the district of the contract.

#### **b. Aggrieved Person**

A professional educator, professional educators or DNEA making the complaint.

#### **c. Class Action Grievance**

A grievance, which affects a group or class of bargaining unit members.

### **3. Grievance Procedure**

#### **a. Level One: meeting with Principal/Supervisor**

Within 20 contract days from the date of awareness of a problem the aggrieved person will first discuss the problem with the principal or other immediate supervisor notifying that person that the discussion constitutes Level One of the grievance procedure. If multiple people from multiple buildings are involved, in a Class Action Grievance, the Level One meeting should occur at only one of those locations. The person(s) involved in the Level One discussion will be representing the group of aggrieved professional educators and the principal will be representing the group of involved principals. If the principal or immediate supervisor does not have the authority to grant the remedy requested, the grievant(s) may file the grievance directly with the superintendent. During this discussion the aggrieved person(s), either directly or through the DNEA's grievance representative, shall seek to resolve the matter informally.

#### **b. Level Two: Filing with DNEA and Principal/Supervisor**

- If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) contract days a written grievance may be filed within ten (10) contract days to the principal or supervisor.
- Then, within ten (10) contract days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person and a representative of the DNEA.
- The principal shall submit a decision in writing to the aggrieved person(s) and the DNEA within ten (10) contract days after the meeting.

#### **c. Level Three: Filing with the DNEA/Meeting with the Superintendent**

- If the aggrieved person(s) is not satisfied with the decision at Level Two, a written grievance may be filed with DNEA within ten (10) contract days of the Level Two response.
- The DNEA Grievance Committee will then transmit the grievance to the superintendent within ten (10) contract days after receipt of the written grievance.
- The aggrieved person may continue to pursue the grievance through the grievance procedure as an individual regardless of the decision of the DNEA Grievance Committee.
- The superintendent will meet with the aggrieved person(s) and a DNEA representative(s) within ten (10) contract

days after the receipt of the written grievance.

- The superintendent shall submit a decision in writing to the aggrieved person and DNEA within ten (10) contract days after the meeting.

**d. Level Four: Grievance Mediation**

- Within ten (10) contract days of receipt of the superintendent's decision, if the aggrieved person is not satisfied they may submit a request for grievance mediation from the Federal Mediation and Conciliation Service. The superintendent must receive a copy of this request.
- If necessary, the parties will extend the time limits in the grievance procedure to conduct the grievance mediation.
- The grievance mediation will be conducted as soon as practicable after submission to the Federal Mediation and Conciliation Service.

**e. Level Five: Hearing with the Board in Executive Session**

- If the grievance is not resolved through mediation, DNEA or the aggrieved person(s) may submit a request for a hearing before the BOE within ten (10) contract days following the conclusion of the grievance mediation.
- The hearing with the BOE will occur within 21 contract days after receipt of the notification to the board clerk. Those present at the hearing with the BOE will be the superintendent or designee, the individual(s) against whom the grievance has been filed and the aggrieved person(s) and DNEA representative(s).
- The person(s) against whom the grievance has been filed and the aggrieved person(s) will be given 48 hours' notice if any individuals not included in Level One and Level Two are to be included at the Level Five hearing with the BOE.
- Both the aggrieved person(s) and the individual(s) against whom the grievance has been filed may be represented by legal counsel and may present witnesses and evidence to the BOE.
- At the conclusion of the hearing, the BOE will meet in executive session to consider the issue presented.
- The BOE will issue a final written ruling within ten (10) contract days and will notify all concerned parties.

**f. Level Six: Arbitration**

- If the grievance is not resolved, the DNEA or aggrieved person(s) may submit the grievance to arbitration within thirty (30) days after receipt of the decision at Level Five.
- Any dispute to be decided by arbitration shall be decided in accordance with the labor arbitration rules of the American Arbitration Association (AAA) in effect on the day of the demand of arbitration provided the arbitrator shall be prohibited from changing any language of this agreement or awarding any relief greater than that sought.
- Expedited AAA rules may be used on mutual agreement of the Board and DNEA or aggrieved person(s).
- The arbitration of such dispute, including determination of amount of damages suffered by either party by reason of the acts or omissions of the other, shall be the sole remedy to the exclusion of any proceeding in a court of law.
- The decision of the arbitrator shall be final and binding on both parties.
- The cost of services of the arbitrator including per diem expenses and all other mutually incurred costs shall be borne by the part who does not prevail in the arbitration decision. In the event that the arbitrator provides a compromise decision, the costs will be shared equally by the Board and DNEA.
- An arbitrator who is not from AAA may be mutually agreed upon.

**g. Rights of Professional Educator to Representation**

- No reprisals of any kind will be taken by the BOE or by any member or representative of the administration against any aggrieved person, any party in interest, any grievance representative, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
- A professional educator may be represented at all stages of the grievance procedure by himself or, at their option,

by a grievance representative selected by DNEA. If a professional educator is not represented by the DNEA, the DNEA shall have the right to be present and to state its view at stages of the grievance procedure.

- Whenever possible, all grievance meetings or hearings will be held when school is not in session. When it is necessary for a grievance representative, member of the Grievance Committee or other representative designated by the DNEA to investigate a grievance or attend a grievance meeting or hearing during the school day, they will, upon notice to the principal or immediate supervisor by the DNEA or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employees whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded this same right.

#### **h. Miscellaneous**

- **Time Limits:** The time limits specified may be extended by mutual agreement.
- **Year-end Grievance:** In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the days shall be those days in which the district office is open for business.
- At all levels the contract days will be defined as when the aggrieved person(s), the aggrieved person's representative, the principal (or supervisor), and superintendent are on duty in the district. In the event of an absence of more than 30 contract days, the aggrieved person may designate a substitute representative, and the BOE may designate a substitute for the principal, supervisor, or superintendent.

### **Section H. Continuing Contract Provisions**

Contracts for the next school year may be offered to professional educators on or after February 1. Written notification of the intent not to renew a contract must be made in a timely manner which is consistent with Kansas statutes (K.S.A. 72-2215-16). Professional educators must notify the BOE in writing in a timely fashion which is consistent with Kansas Statutes (K.S.A. 72-2215-16) if they do not desire a contract for the next year. The contract may be changed at any time by mutual written consent of both parties.

### **Section I. Complaints or Concerns Against Professional Educators**

Complaints or concerns regarding a professional educator made to an administrator shall be promptly called to the professional educator's attention. If, in the opinion of the administrator, the complaint or concern may warrant evaluative or disciplinary action (see section K), the complaint shall be put in written form by the administrator within five contract days. The professional educator shall respond in writing to the complaint within five contract days.

If the complaint is placed in the professional educator's file, their written response will be filed with the complaint. If the complaint is not used as a basis for evaluation or disciplinary action against the professional educator within three years, the complaint shall be removed and destroyed.

### **Section J. Disciplinary Action**

#### **1. General Provisions**

It is agreed 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 the professional educator's conduct or performance. Disciplinary actions will be administered privately.

It is agreed that information concerning proposed disciplinary actions is privileged information. The professional educator may divulge such information for the purpose of consultation or to obtain representation. No member of the bargaining

unit will be disciplined without just cause.

**2. Oral Reprimand**

When the administrator deems it appropriate, an oral reprimand will be provided and will be conducted in private. The specific incident shall be cited, and the professional educator shall be permitted to respond to the proposed disciplinary action.

**3. Written Reprimand**

When, in the judgment of the administrator, conduct or concerns of a more serious or repeated nature occur, a written reprimand will be provided and included in a professional educator's personnel file. The professional educator has the right to respond in writing and that response shall be attached to the written reprimand. The professional educator has ten contract days in which to respond in writing.

**4. Representation**

At such time that a professional educator requests a conference for the purpose of responding to an oral or written reprimand, the conference shall be scheduled in a manner which allows the professional educator the opportunity for representation.

**5. Probation**

Both parties to this agreement recognize the potential occurrence of conduct on the part of a professional educator that is of a serious nature requiring action beyond a written reprimand, yet does not warrant termination. When such conduct, independent of the evaluation process, reveals major deficiencies and/or concerns, a professional educator will be placed on probation. Such probation will be administered under the following guidelines:

- a. The administrator will hold a conference with the professional educator prior to placement on probation.
- b. The professional educator shall be allowed representation during the conference.
- c. Probation will become effective during the next contract year.
- d. Probation will last for a period of one contract year.
- e. The professional educator will not advance to the next level on the salary schedule during the probationary period.
- f. If the professional educator is offered a contract for the year following the year of probation, he/she will be placed on the level he/she would have progressed to had he/she not been placed on probation.
- g. If during the course of the probationary year it is determined by the administration that the reasons for the probation are no longer a factor in the professional educator's conduct, probation will be discontinued by notice from the administrator.
- h. If the probation is discontinued during the course of a contract year, the professional educator will be advanced to the proper salary level less a pro-rated amount for the period when probation was in effect. Probation will be based on the number of days expired in the contract for the individual professional educator.

## **Section K. Separation**

**1. Termination**

The superintendent or his/her designee will meet in conference with a tenured professional educator for whom the superintendent will be recommending termination for one or more of the reasons identified in this section. The professional educator may have representation during the conference. This conference shall allow:

- a. the professional educator the opportunity to offer information regarding the incident(s) or circumstances that have precipitated the proposed recommendation;
- b. the superintendent the opportunity to ask questions regarding the incident or circumstances to clarify or gain additional information;

- c. the superintendent to provide procedural information as he/she deems necessary or as requested by the professional educator and/or his/her representative;
- d. the superintendent to include in this conference any district administrative personnel and/or representation.

**2. Grounds for Termination**

Subject to the provisions of K.S.A. 72-2253 et seq., the following acts shall be considered ground for termination of a professional educator's contract:

- a. conviction of a felony;
- b. any act which causes or results in any persistent disruption of the operation of a school building or the school district;
- c. unauthorized conversion of the district property for personal or non-district purposes;
- d. substantial or persistent violation of BOE policies, rules, or regulations;
- e. persistent or willful insubordination;
- f. incompetence;
- g. immoral conduct which results in a professional educator's being unable to teach effectively in a classroom;
- h. inefficiency;
- i. other just causes which are not arbitrary, irrational, unreasonable or irrelevant to the BOE's task of building up and maintaining an efficient school system.

**3. Grounds for Non-renewal**

Subject to the provisions of K.S.A. 72-2252 et seq., the following acts by a professional educator shall be considered sufficient grounds for non-renewal of a tenured professional educator's contract of employment:

- a. all grounds listed under "Termination";
- b. failure to comply with reasonable requirements by the BOE as may be prescribed to show normal improvement as determined by evaluation;
- c. failure to obey reasonable rules promulgated by the BOE or a supervisor;
- d. persistent or willful conduct unbecoming to an instructor;
- e. other just causes which are not arbitrary, irrational, unreasonable or irrelevant to the BOE's task of building up and maintaining an efficient school system.

**4. General Provisions**

The BOE will not renew any professional educator's contract if, in the BOE's opinion, renewal would not be in the district's best interest. Reasons for non-renewal shall not be stated either in writing or verbally in any notice of non-renewal given to a non-tenured professional educator. No hearing shall be afforded a non-tenured professional educator, except as provided by law.

All administrative recommendations for termination and non-renewal given to the BOE will be accompanied by detailed documentation justifying the recommendation.

In the event a professional educator is being considered for termination or non-renewal, the professional educator will be notified five (5) contract days prior to any such action being taken by the BOE and offered an opportunity to resign, except in extenuating circumstances not to include instructional inadequacy.

Notification of the intent to non-renew will be made after the professional educator has taught his/her last class of the day.

In the event the BOE takes action to notify the tenured professional educator of intent to terminate or non-renew, the professional educator may submit the matter to binding arbitration under this contract. By this agreement, binding arbitration is the exclusive remedy for the resolution of disputes concerning terminations or non-renewal of tenured professional educators. The rights under K.S.A. 72-2253 through 72-2258 are not available to the tenured professional educator.

## **5. Binding Due Process**

In the event of a due process hearing, the board, board representative, and teachers agree to be bound by the findings of the due process hearing officer or arbitrator.

## **Section L. Professional Educator Probation**

### **1. Probation for Untenured Professional Educators**

All professional educators new to the system, whether experienced or not, shall be subject to evaluation to determine the professional educator's efficiency and effectiveness. Such evaluation shall be considered as a first step in the sequence of events leading to establishing the professional educator as a tenured professional educator.

As a result of this period of evaluation of the professional educator, a comprehensive evaluation of the professional educator's performance will be prepared in accordance with the policies and procedures for evaluation. The professional educator will be made aware of progress as well as areas where needed improvement is indicated and will have a clear opportunity for written response to the administrative evaluation.

In cases involving professional educators new to this system, but with prior experience, the principal and superintendent may recommend that the professional educator be entitled to full due process procedures as provided for tenured professional educators. Such recommendations will be subject to BOE approval.

### **2. Probation for Tenured Professional Educators**

Both parties to this agreement recognize the importance of securing the highest quality of professional staff to work in this school system. It is also recognized that it is the responsibility of the administration to make every effort to assist each professional educator in attaining an acceptable level of teaching performance. It is also recognized that the determination of the quality instruction and other related professional functions shall be a factor of evaluation.

Evaluation of an individual professional educator's performance may reveal problems which suggest deficiencies in the capability and/or performance of the professional educator, but may not indicate a critical need for non-renewal of contract. Rather, it may be decided that the interest of the professional educator and the district can be better served through an extended evaluation program. In the event a professional educator is placed on probation, the standard evaluation procedures outlined in this negotiated agreement for Professional Employee Evaluation will be followed.

Any professional educator who is to be placed on probation will receive formal notification of such no later than April 10 preceding the contract year in which the probation will become effective. In such a case, the professional educator will be placed on probation until such time as the problems experienced by the probationary professional educator are reduced to an acceptable level or eliminated, or it is determined that the best interests of the professional educator and district can be served by asking the professional educator to resign or formally acting to non-renew or terminate the professional educator's contract (see "Separation" section).

This form of probation shall apply only to professional educators having tenure in Derby Public Schools. Whenever a tenured professional educator is placed on probation, said professional educator will not advance to the next level on the salary schedule, except as provided in this contract. The probation will not extend beyond the end of the contract year in which the probation becomes effective. If through the evaluation process it is determined that the reasons for probation are no longer a factor in performance, probation will be discontinued by written notice from the primary evaluator. At that time the professional educator will be advanced to the proper salary level less a pro-rated amount for the period when the probation was in effect. Pro-ration will be based on the number of days expired in the contract for the individual professional educator. Pro-ration will not apply if the professional educator is removed from probation by the conclusion of the first formal evaluation of the year in which the professional educator is on probation. The first formal evaluation

will be conducted as early as possible as mutually agreed. If the professional educator is offered a contract the following year, the professional educator will be placed on the level he/she would have progressed to had he/she not been placed on probation. (See Article II, Section A, No. 13 for additional information.)

## **Section M. Suspension**

### **1. Suspension with Pay**

The superintendent may suspend any employee without loss of pay or benefits for any one or more of the following reasons:

1. violation of BOE policy, rules, or regulations;
2. the filing of a complaint against the employee by any criminal authority;
3. a clear and present danger to the welfare of the students, other professional educators, or school property and equipment exists as a result of the continue service of the professional educator;
4. the overall performance of a professional employee is of such quality as to render the employee not capable of fulfilling assigned responsibilities of the educational program; other just cause which is not arbitrary, irrational, unreasonable or irrelevant. A professional educator who is suspended with pay will receive written notification.

### **2. Suspension without Pay**

When the conduct or concerns are repeated following suspension with pay or when conduct is sufficiently serious to warrant it, the superintendent shall have the authority to suspend the professional educator without pay. A professional educator who is suspended without pay will receive written notification. The Superintendent will meet to inform the Board no later than the next scheduled board meeting during executive session. When a suspension without pay is imposed on a professional educator, the educator is entitled to pay until the educator has been advised of the basis for suspension and has been given the opportunity to respond. If subsequent meetings or proceedings become necessary, the professional educator may have representation if in conformance with applicable law.

Provided the professional educator is an employee and if the professional educator is cleared from accusation or blame by the superintendent, he/she will be reimbursed for any lost employee wages while suspended without pay. No suspension without pay will be imposed for more than one year from the initial date of suspension.

## **Section N. Fulfilling Responsibilities**

During the professional day, it is expected professional educators will have time for preparation to carry out responsibilities. Professional educators are expected to be available for:

1. faculty meetings (not to exceed the professional day by more than 20 minutes);
2. individual conferences between the administrator and the professional educator;
3. student and parent conference; and
4. reasonable school extra-curricular duties.

## **Section O. Retirement**

### **1. General Retirement Guidelines**

Although there is no mandatory retirement age under KPERS, the BOE retains the right to retire its employees if the BOE has good faith doubt the employee can fulfill the contractual obligations and/or BOE policies and rules due to mental or physical infirmity.

The administration will provide information to all professional educators concerning retirement.

The BOE reserves the right to have any employee examined by a physician of its choice to determine whether the employee is mentally and/or physically able to fulfill the obligations of the employment contract and/or BOE policies and rules. The costs of any required examinations will be borne by the BOE.

**2. Retirement Incentive**

Certified employees will be paid \$100 per year of certified service within the Derby Public Schools upon written notification of retirement filed with the Human Resource Office by November 15 and Board acceptance at next possible BOE meetings; or certified employees will be paid \$50 per year of certified service within the Derby Public Schools upon written notification of retirement filed with the Human Resource office by January 15 and Board acceptance at next possible BOE meeting. If the 15<sup>th</sup> falls on a weekend, written notification will be filed on or before the preceding workday. If the 15<sup>th</sup> falls on a holiday, or on days of an official vacation, written notification will be filed on or before the workday preceding the holiday/vacation period. Payment of retirement incentive will be in the employee's last check.

Eligibility for retirement incentive is based upon an employee meeting all of the following criteria:

- be at least 55 years old within the next school year;
- have a minimum of 10 years of employment with Derby Public Schools;  
\*as per state statute, employees must retire from KPERS also in order to be eligible for any retirement incentive.
- completion of school year in which certified employee resigned.

**3. Early Retirement**

Refer to 2004 addendum document (amended in 2019-20), the terms of which are incorporated into this provision as ratified.

## **Section P. Assault, Battery, and Property Damage**

**1. Reporting**

A professional educator who has suffered an assault and/or battery in connection with his/her employment - where such event occurs in school, on school ground, or while the professional educator is engaged in duties at a regularly scheduled school event - shall, within two weeks thereafter, make a written report of the circumstances to his/her principal. The report will be forwarded by the principal to the superintendent.

**2. Injury Benefits**

Whenever a professional educator is absent as a result of personal injury caused by the assault and/or battery reported under Paragraph 1 and the BOE finds that the professional educator has used reasonable judgment, he/she shall be paid his/her full salary, less any other BOE provided disability benefits, without having such absence charged to sick leave. Such payment shall not extend beyond the end of 180 calendar days or until the professional educator is fully recovered, whichever occurs first. The BOE may require medical reports to verify the disability.

**3. Property Damage**

If a professional educator's clothing or personal effects worn or on his/her person are damaged or destroyed as a result of a physical attack or willful malice which arises out of and occurs in the course of his/her employment, the district shall reimburse the employee for the cost of repair or reasonable replacement value in an amount not to exceed \$500 provided that:

- a. the superintendent or designee shall determine whether or not the professional educator has used reasonable judgment in the incident;
- b. any property damage covered by insurance will be excluded from the amount paid by the BOE;
- c. the professional educator shall furnish the district with a signed statement either that he/she has no insurance to cover the loss or that a claim had been denied by his/her insurance company; and

- d. a police report shall be filed at the time of the incident.

## **Section Q. Planning Time**

Members of the teaching staff will have planning time in accordance with the following guidelines:

High School	275 minutes per five day week
Middle School	225 minutes per five day week
Elementary	265 minutes per five day week

Each professional educator will meet with the guiding principal prior to the start of school or within the first week of school to establish the official planning time schedule unless such is pre-determined by specific class assignment. An attempt will be made to provide planning and preparation time each day for each professional educator. An attempt will be made to provide 40 consecutive minutes of planning time each day at the elementary level. The BOE agrees to make all prudent efforts to avoid any use of recess time as part of any elementary planning time calculation.

## **Section R. Planning Period Substitution/Temporary Additional Student Load/Overload Teaching**

### **1. Planning Period Substitution**

In the event any professional educator substitutes during his/her provided planning time, the professional educator will be paid at the following rate:

Number of substituted minutes/ (divided by) the instructional minutes in the day x (times) the daily rate of the professional educator's base salary.

Every effort will be made to provide equitable opportunities for assignments so as not to unduly burden any particular individual. It is understood that any professional educator may refuse the request to substitute without fear of reprisal.

### **2. Temporary Additional Student Load**

In the event that any professional educator is required to take additional students, yet remains responsible for his/her regularly scheduled students for all or a portion of the day, the following guidelines shall be applied in compensating that teacher:

- a. 5 to 14 additional students earns \$15 per hour
- b. 15 or more additional students earns \$26 per hour
- c. The total number of minutes the teacher is responsible for the additional students will be divided by 60 and rounded up to the next quarter hour.
- d. A log of time spent will be maintained by the principal.
- e. A form will be used to document all instances of teachers taking extra students to cover for absent teachers. Documentation requiring signatures of both teacher and administrator is required.
- f. The principal will submit a memo to the Assistant Superintendent/Human Resources requesting payment for the affected teachers.

### **3. Overload Teaching**

Overload teaching is defined as a teaching assignment in excess of what would normally be given in accordance with the contract or BOE policy. The BOE does not encourage overload teaching assignments but recognizes that the best interest of all concerned might justify such an assignment. No professional educator will actively seek an overload assignment and no professional educator will be forced to take such an assignment. In the event of an overload assignment, professional educators will receive an increase in salary for the time taught based upon the following formula: The number of additional minutes taught (including passing periods)/ (divided by) the instructional minutes in the day X (times) the daily rate of the

professional educators base salary.

## **Section S. Professional Educator's Evaluation**

The professional educator's evaluation will be a cooperative performance review with one or more of the following general objectives: 1) recognition of areas of commendable or acceptable performance; 2) promotion of a professional growth plan; and 3) identification of performance areas where improvement is needed.

### **1. General Guidelines**

#### **a. Access to Evaluation Documents**

Except by order of a court of competent jurisdiction, the evaluation document and responses shall be available only to the following: 1) the employee; 2) BOE; 3) administrative staff designated by the BOE; 4) legal counsel for the BOE; 5) State Board of Education (as provided in K.S.A. 72-2258); 6) BOE and administration of any school where the employee is applying for employment; and 7) other persons specified in writing by the employee.

#### **b. Response to Evaluations**

After receiving a copy of any written evaluation, the employee has ten contract days in which to respond in writing. Such response will become a permanent part of the evaluation document.

#### **c. Record Keeping**

A copy of all employee records, including written evaluations shall be kept in the Derby Public Schools personnel office at least three years.

#### **d. Evaluations Related to Reassignment**

At any time when a professional educator is reassigned to a different building or subject assignment, whether the reassignment was initiated by the professional educator or the district administration, the employee may be evaluated, at the option of the principal, in accordance with standard evaluation procedures established in this section. The following years, the professional educator will be evaluated according to the customary sequence, using the number of years within the district as a guide rather than the number of years in the building.

#### **e. Unauthorized Evaluation Data Collection**

No evaluator will collect evaluation data or otherwise acquire information related to the evaluation process in a secretive manner (i.e., purposeful listening over an inter-communications system, purposeful eavesdropping, etc.).

### **2. General Procedures**

These procedures shall apply to all evaluations of professional educators employed by Derby Public Schools. The evaluation procedure will never be used for the purpose of harassing a professional educator.

#### **a. Formal Evaluations**

The minimum number of formal, written evaluations will be as required by K.S.A. 72-2407 et seq., or as amended. Formal evaluations could be made up of a combination of formal observations and walkthroughs (see definition #25, page 3).

#### **b. Informal Evaluations**

During those years when formal evaluations are not otherwise required by K.S.A. 72-2407 et seq., or this agreement. The educator will create a plan for growth and development, approved by the administrator which will document an area(s) for growth. Artifacts or supporting documents will be developed by the educator to show progress on the identified areas. A minimum of three walkthroughs or one extended walkthrough observation is required during the informal evaluation cycle (see definition #25, page 3). The educator and administrator will meet prior to the first Friday in May.

#### **c. Supplemental Formal Evaluation**

If, at any time when a professional educator is not scheduled for a formal evaluation under the minimum standards of K.S.A. 72-2407 et seq. or other provisions in this agreement, a professional educator is determined to be having serious difficulties, a formal evaluation procedure may be initiated as follows:

1. The principal will give written notification to the professional educator as well as the Assistant Superintendent/Human Resources recommending the professional educator be placed on supplemental evaluation.
2. The principal will arrange a meeting with the professional educator and the Assistant Superintendent/Human Resources. The professional educator may have a representative in attendance at this conference.
3. A written statement of perceived deficiencies and future expectations will be provided for the professional educator.
4. The Assistant Superintendent/Human Resources will inform the principal and the professional educator in writing of the Assistant Superintendent/Human Resources' decision concerning the principal's recommendation.
5. If approved by the Assistant Superintendent/Human Resources, the principal initiates the supplemental evaluation.
6. This evaluation process may be discontinued at any time that the identified deficiencies are corrected.

### **3. Specific Standard Evaluation Procedures**

#### **a. Minimum Observations for educators in their first 2 years of certified employment**

Unless otherwise specified in this agreement, evaluations will be based on a minimum of two formal classroom observations. The first formal observation will result from a pre-planning conference between the professional educator and the principal with the date and time of the formal observation set in advance. The other formal observation may be pre-planned or unannounced. Walkthrough observations by the administrator may be used as a piece of evidence for evaluation.

#### **b. Minimum Observations for educators with more than 2 years of certified employment**

Unless otherwise specified in this agreement, evaluations will be based on a minimum of two formal classroom observations. The formal observation will result from pre-planning between the professional educator and the principal with the date and time of the formal observation set in advance. The other classroom observation may be pre-planned or unannounced and could be 3 walkthroughs and/or one classroom observation.

#### **c. Post-Observation Conference**

Educators will receive written feedback from a classroom observation or walkthrough observation within 5 working days. In the event a substantial deficiency is perceived, a formal observation must be followed by a post-observation conference to be held within 15 contract days after the observation. A post-observation conference may be scheduled at the discretion of the supervisor, even though no substantial deficiency has been perceived. All post-observation conferences will take place at a time when the professional educator is not normally assigned to an instructional activity. Either party may request at time or date change if needed.

If there are problems of a nature that could, in the principal's judgment, lead to employment concerns, a written statement of those concerns should be given to the professional educator. The contents of this document will be made a part of the formal evaluation form when such is completed at the conclusion of the valuation cycle.

As a general rule, such conferences will take place before the instruction day begins, after the instructional day ends, or during a planning time. If planning time is used, the professional educator will be given a minimum of 24 hours prior notice except by mutual consent.

#### **d. Evaluation Conferences**

Official evaluations will be in writing. A copy of the evaluation will be given to the professional educator at the post-evaluation conference. Any person(s) who make(s) formal observations(s) of the professional educator and/or make(s) any contribution used in the evaluation will be so identified in the evaluation. The professional educator will have the right to discuss the evaluation with a person who makes a contribution to the evaluation whether that contribution was in written or oral form. Such discussion(s) will be held in a private at a mutually agreeable time within 15 contract

days.

e. **Signing the document**

All written evaluations will be signed by both the professional educator and the person(s) conducting the evaluation. The professional educator's signature on the original does not imply agreement or disagreement with the contents. A signed copy of the evaluation will be placed in the professional educator's file, along with any response by the professional educator.

f. **Unsatisfactory Evaluations**

In the event a professional educator is rated less than satisfactory in any of the areas evaluated, the professional educator will be informed of the deficiency and future expectations. The evaluator will seek input from the professional educator in the development of a plan for improvement. The plan will be signed by all concerned parties. The plan will serve as a basis for future observations and evaluation unless amended in writing. Any amendment must be signed and dated by the concerned parties.

g. **Extended Formal Evaluations**

In the event an employee is rated less than satisfactory in any of the areas evaluated, and such performance areas have not been raised to a satisfactory level at the conclusion of the formal evaluation period outline in K.S.A. 72-2407 et seq., the formal evaluation process may continue, at the discretion of the principal or assistant principal. If the formal evaluation is to continue, the professional educator will be notified in writing and the plan for improvement will be updated to identify specific concerns which will be the focus of continue evaluation.

If the evaluation process is to extend beyond the normal date for concluding evaluations, a formal evaluation will be prepared on or before the designated legal date. Any extended evaluation beyond that date will be considered as a supplement to the evaluation document.

h. **Actions Resulting from Evaluation**

If it is the conclusion of the evaluator that continued improvement is needed or that the formal evaluation should extend beyond the normal time, as prescribed in "g" above, the evaluator will, in any case, make a final evaluation determination no later than March 15 and recommend one of the following actions:

- that there has been less than sufficient progress and that the professional educator should be placed on probation for the next contract year (applies only to tenured professional educators); or
- that the professional educator's contract should be terminated or not renewed in accordance with the statutes of Kansas, the policies of Derby Public Schools, and this negotiated agreement.

i. **Interval Between Observations**

For tenured professional educators, no formal classroom observations will take place more often than every three (3) contract days, except under emergency conditions. For non-tenured professional educators, there will be no restriction on the frequency of formal classroom observations. Reasons for such emergency conditions must be documented in writing and approved by the Assistant Superintendent/Human Resources. By mutual agreement between the administrator and the professional educator, this provision may be set aside. Nothing in this agreement shall imply that principals cannot make normal, routine visits to the professional educator's work area or respond to an emergency condition not likely to be of a recurring nature.

j. **Evaluation Forms**

All written, formal evaluations will be recorded on forms approved by the BOE, except that written narrative supplements may be added to these forms as space may require.

A committee will be organized to review the form and make recommendations for revisions if such are determined necessary. The chairperson of the committee will be the Assistant Superintendent/Human Resources. The committee will consist of eight (8) voting members, made up as follows:

- two (2) professional educators appointed by the DNEA;
- two (2) professional educators appointed by the Superintendent's Advisory Council;
- two (2) district supervisors appointed by the BOE;
- one (1) BOE member appointed by the BOE; and
- the Assistant Superintendent/Human Resources.

**k. Standard Evaluation Cycle Timelines**

Professional educators who are on the standard evaluation cycle, as prescribed by K.S.A. 72-2407 et seq., may be subject to no more than four (4) formal classroom observations for tenured educators and no more than five (5) formal classroom observations for non-tenured educators per evaluation report unless there are perceived difficulties and such are noted in the evaluation report or the professional educator is placed on a schedule for extended evaluations as provided in this section. Walkthrough observations by the administrator may be used as a piece of evidence for evaluation. Observation and walkthrough total time should not exceed 240 minutes for evaluation purposes. By mutual agreement between the administrator and the professional educator, these maximums may be set aside. Nothing in this agreement shall imply that principals cannot make normal, routine visits to the professional educator's work area or respond to an emergency condition not likely to be of a recurring nature. All minimum timelines as prescribed in K.S.A. 72-2407 et seq. will be followed in development of an evaluation schedule in each building.

**Section T. Duty Free Lunch and Volunteer Meal Supervision**

1. Every professional educator will have a 30 minute duty free lunch period.
2. Meal Supervision Stipend (K.S.A. 72-2217)
  - a. In accordance with K.S.A. 72-2217, if the district requests certified staff to supervise during meals if needed, supervision of the students shall be voluntary and compensation for this supplemental duty will be a stipend of \$200 per school year, paid in quarterly installments: Not all schools may need to utilize based on availability of coverage and schedules.
    - i. Certified staff members would volunteer for this supplemental duty on a regular basis 9 weeks at a time. Selection would be made by administration according to student schedules. Staff would be eligible for a stipend for breakfast and/or lunch, for a possible total of \$100 per quarter. The total stipend for the school year would be prorated for the number of quarters the certified staff member worked this duty.
      1. 1 Quarter = \$50 breakfast or lunch/\$100 breakfast and lunch
      2. 2 Quarters = \$100 breakfast or lunch/\$200 breakfast and lunch
      3. 3 Quarters = \$150 breakfast or lunch/\$300 breakfast and lunch
      4. 4 Quarters = \$200 breakfast or lunch/\$400 breakfast and lunch
    - ii. In order to be compensated for this supplemental duty, educators must submit the required form.
  - b. A flexible schedule may be necessary at times for the professional educator's duty free lunch. If so, it will occur between 10:30am and 1:30pm.

**Section U. Involuntary Transfers**

In the event that a professional educator is required by the district to transfer to another school and the transfer occurs within five (5) days of the teacher's first duty day, the district shall provide the teacher with either two (2) work days prior to the duty day to be compensated at the teacher's daily rate of pay or two (2) work days after school is in session for the purpose of making the transfer. At no time shall the two work days provided for the transfer supplant other work

days identified in the contract.

## **Section V. Holidays**

During the professional year, the school district shall observe the following holidays and recesses:

- LaborDay
- Thanksgiving
- Winter Break
- Martin Luther King's Birthday
- President's Day
- Spring Break
- Memorial Day

The length and placement of days for the holidays and recesses shall be recommended to the Board of Education by the Superintendent of Schools after input from a DNEA calendar committee.

## **ARTICLE V: LEAVE PROVISIONS**

### **Section A. Definition of Leave**

Leave is a time when any professional educator covered by this contract is absent from duty for personal reasons or illness or as otherwise authorized.

### **Section B. Accumulation of Paid Time Off (PTO)**

Accumulated PTO will be awarded to all professional educators who are employed a minimum of one-half time. Professional educators working at least one-half time, but less than full-time, will receive leave benefits in proportion to their percentage of full-time employment.

Full-time professional educators shall accumulate PTO as follows:

<b>Contract Days</b>	<b>Accrued per year</b>
<b>184.5</b>	<b>12</b>
<b>194.5</b>	<b>12.7</b>
<b>199.5</b>	<b>13</b>
<b>204.5</b>	<b>13.3</b>
<b>219.5</b>	<b>14</b>

The following formula will be used to determine total PTO earned for any employee who terminates employment earlier than completion of his/her contract year:  $.064 \times \text{contracted days employed}$ .

## **Section C. General Guidelines Related to PTO**

### **1. Unused PTO**

Unused PTO will be accumulated each year a professional educator is employed by the district.

### **2. Reimbursement for Unused PTO**

Reimbursement of unused PTO will be paid for all days accumulated over 180 at three-fourth (3/4) of the daily rate. This reimbursement will be made annually by August 31.

Reimbursement upon termination will be paid on the first 180 days of accumulated PTO, with the rate per day at one-third (1/3) of the respective staff members pay at the time of termination. If requested before May 15 by the professional educator, this reimbursement can be divided to the advantage of the individual within the rules and regulations of KPERS. Eligibility for reimbursement for unused PTO upon retirement, timely resignation (by May 15) or death will occur if the employee has accrued the benefit as specified above.

### **3. Salary Dock, PTO Related Issues**

During the contract period, professional educators will not be docked until all PTO days that are to be earned during the current year, plus those previously accumulated, are used. If it becomes necessary for a professional educator to resign because of an extended illness, the professional educator must reimburse the district for any PTO days that were taken but not earned because of his/her abbreviated period of employment. PTO shall not be accumulated during each period of absence of 20 consecutive days for which a professional educator is to be compensated. PTO shall be taken in increments of ½ day minimum.

### **4. Application for PTO**

Application for PTO must be submitted to the supervisor at least three (3) full contract days in advance using the absence management system provided by Derby Public Schools. In the event of emergency situations, the minimum of three (3) days advance request may be waived by the superintendent or designee.

### **5. Limitation of Use**

Paid Time Off (PTO) during the first five (5) or last five (5) days of the student semester, professional development time, parent teacher conference time, on the day before or after an authorized school holiday, or as limited by the professional educator's supervisor, will be restricted to personal or family affairs but shall not be used for recreational or vacation purposes. Reasons for requesting PTO during these days will be stated on the anticipated absence management system at the time the PTO is requested. In the event of emergency situations, PTO limitations may be waived by the superintendent or designee.

## **Section D. Sick Leave Bank**

1. A sick leave bank shall be maintained.
2. A supervisory committee will be selected by DNEA. The supervisory committee will have administrative control of the sick leave bank.
3. The supervisory committee shall abide by the bylaws which have been approved by a majority of the membership of DNEA.
4. The BOE shall be responsible for the account of said sick leave bank.

## **Section E. Extended Leaves**

Professional educators are entitled, subject to approval of the BOE or the administration, to extended leaves, elected state or national governmental office; elected educational leadership position; health; illness of spouse, child, or parent, maternity,

paternity, adoption, or military service. Leaves for elected state or national government office will be limited to the length of one elected term unless otherwise approved by the Board of Education. Leave for maternity, paternity, adoption or family health issues shall be limited to that which is allowable under the provisions of the Family Medical Leave Act (FMLA) and may be approved administratively. Such leaves beyond or outside the provisions of the FMLA must be approved by the BOE. Other extended leaves shall normally be for one (1) semester or one (1) school year. No extended leave shall be considered a termination of employment. Although it may be long term in nature and may be counted as leave under FMLA, leave which is covered by accumulated PTO is paid leave and is not considered extended leave under this provision.

## **1. General Provisions**

A professional educator shall:

- a. receive no salary or benefits from Derby Public Schools when he/she is on extended leave (exception: Exchange Teacher).
- b. receive full credit for teacher experience while on extended leave for:
  1. military service, as required by federal or state law.
  2. study when enrolled for the period of leave in at least the equivalent of nine (9) college hours of course requirements in an academic institution.
  3. exchange teaching.

A maximum of four (4) professional educators may be on leave in any one school year for reasons 2 and 3.

- c. receive no credit for teaching experience while on extended leave for reasons of elected educational leadership position, health, illness of spouse, child, or parent, maternity, paternity, or adoption.
- d. be subject upon his/her return from extended leave to the salary schedule of the current school year.
- e. retain accumulated leave days, but additional leave days shall not accumulate during the term of extended leave.
- f. Eligible employees are entitled to Family and Medical Leave according to district policy GARI and Military Leave according to district policy GARID. To learn more visit [www.derbyschools.com](http://www.derbyschools.com), click on "District", then click on "Department", and then "Human Resources" where a link with additional details is provided or call Human Resources at (316) 788-8415 to learn more about Family Medical Leave.
- g. be permitted to retain membership, during extended leave, in the district's health insurance group for the period of time allowable by the insurance company. However, it is the employee's responsibility to make arrangements for payment of premiums in advance with the business office and the BOE shall make no contribution.
- h. be reassigned in a position which is at least comparable to the one which he/she held when the extended leave commenced, exclusive of supplemental assignments. If the date of return from extended leave is other than the beginning of a school year, the effective date of return shall be subject to a vacancy for which the professional educator on leave is qualified. If the date of return from extended leave is the beginning of a school year, the assignment shall be assured, provided the professional educator notifies the personnel office on or before March 1 of his/her intention to return. On or before February 1 the personnel office shall make reasonable attempts to notify each professional educator on leave of this provision.
- i. prior to resuming duties on return from an extended leave for maternity or health, present to the personnel office a statement from a physician that the professional educator is physically able to resume normal duties required of his/her assignment. If requested by the personnel office, confirmation of the physician's statement by another physician selected by the BOE may be required at the expense of the BOE. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery there from. Maternity leave without pay shall extend for a reasonable period of time subject to (f).
- j. if after having notified the district of his/her intent to return, the professional educator notifies the district after March 1 of his/her intent not to return, the professional educator shall be considered in violation of the employment contract.

## **2. Other Extended Leaves**

The superintendent may authorize, subject to the approval of the BOE, an extended leave for any other purpose not expressly identified above.

## **Section F. Jury Duty Leave**

Full-time professional educators shall receive their regular pay while serving jury duty. The jury card received from the courts showing proof of service should be submitted to the payroll department upon receipt.

## **Section G. Legal Leave (Leave for Legal Matters)**

Professional educators may use PTO for legal matters. In the absence of PTO, the superintendent or authorized representative will grant legal leave, without pay, to attend to the following legal matters:

1. Subpoena (\*see explanation);
2. Personal lawsuits;
3. Tax issues;
4. Divorce actions;
5. Such other legal matters which the professional educator cannot reasonably conclude other than during the working day.

When a subpoena is served having to do with a student or former student or relating to school business, the superintendent or the authorized representative will grant time absent from the classroom with pay, in order for the professional educator to be available to the court in answer to the subpoena. Professional educators, in this instance, will not be required to use their PTO days.

## **Section H. Sabbatical Leave**

In order to provide opportunities for maximum professional improvement, sabbatical leaves are available to professional educators.

### **1. Professional Educator Eligibility**

A professional educator must have performed seven (7) school years of continuous service in Derby Public Schools. The continuity of service may not be interrupted by a disability or sick leave of more than one (1) year. Time off as a result of sick or disability leave (other than regular time off as provided by the regular PTO days granted to professional educators) will not count toward the required seven (7) years, and at least two (2) years of the seven (7) must have been performed after the latest disability or sick leave of one semester or longer in duration.

### **2. Limitations**

Professional educators shall not have received sabbatical leave during the seven (7) years immediately preceding the application.

### **3. Future Employment Agreement**

Each professional educator must agree to sign a statement of intent to return to service in Derby Public Schools immediately upon termination of sabbatical leave.

### **4. Penalty, Failure to Return**

Should the professional educator fail to return, for whatever reason other than death or disability, the professional educator will pay the district for any direct cost to the district during sabbatical leave, plus the penalty provided for in the article titled

"Resignation & Unilateral Termination," Article IV, Section E.

**5. Eligibility**

Sabbatical leave may be granted for formal, full time study in one's field at an accredited college or university or work study program, exchange teaching program or extended study. Exceptions allowing study outside one's field may be granted only under the following conditions:

- a. The program must be clearly beneficial to the district;
- b. The program must be recommended by the superintendent;
- c. All other provisions for program and professional educator eligibility must be fully met; and
- d. The program must be approved by the BOE.

**6. Selection**

- a. Application for sabbatical leave shall be submitted to the superintendent of schools no later than February 15th of the school year preceding the school year the leave is being requested.
- b. The superintendent shall review all applications, and after consultation with the DNEA president and president-elect, make recommendation(s) for final approval by the Board of Education no later than the first board meeting of March.
- c. Consideration shall be given to:
  1. assured eligibility;
  2. the potential contribution to the professional educator's professional growth;
  3. the professional educator's prior contribution to the school district;
  4. evidence of professional growth; and
  5. any other pertinent factors deemed worthy for consideration.
- d. No more than one percent of the professional educators in the system may be recommended for sabbatical in any one school year.

**7. Application**

- a. Applications shall be submitted to the superintendent no later than February 15th of the school year preceding the year or semester of requested leave.
- b. The superintendent shall submit his/her recommendation for Board approval at the first board meeting in March.
- c. The application shall present the professional educator's plans for the sabbatical leave and such other information, as the superintendent deems appropriate.

**8. Compensation**

No compensation shall be granted for sabbatical leave except for benefits.

**9. General Provisions**

A professional educator shall:

- a. receive full credit for system experience while on sabbatical leave;
- b. be subject on return from sabbatical leave to any general salary reductions which may be ordered by the BOE;
- c. retain accumulated PTO, but additional PTO shall not accumulate during the term of the sabbatical leave;
- d. maintain all rights under Kansas Public Employee's Retirement System, if any;
- e. receive the same benefits for sabbatical leave as for those professional educators on regular duty.
- f. receive the benefit for sabbatical of District group life insurance;
- g. be assigned to a position for which he/she is qualified upon completion of sabbatical leave;
- h. be eligible for sabbatical leave for a semester or a year;
- i. not deviate while on sabbatical leave from his/her approved plan except with the written permission of the superintendent.

### **Section I. DNEA Leave**

The DNEA shall be provided 20 days leave to be used by the professional educators who are officers or agents of the DNEA, such use to be at the discretion of DNEA. The DNEA agrees to notify the administration in writing no less than three (3) days (if possible) in advance of taking such leave. DNEA will reimburse the district for the cost of the substitute. These days are separate leave days and shall not be charged as any other leave.

### **Section J. Bereavement Leave**

All bereavement leave will be deducted from PTO and must be approved by the administration. Extended leave provisions may be granted for very close relatives to include: spouse, parents, children, brothers and sisters, grandparents, grandchildren and counterparts thereof of the spouse, and members of the immediate household. Special requests for bereavement leave that do not meet the above guidelines may be submitted directly to the Superintendent or designee for consideration.

### **Section K. IEP/LEP Duty Leave**

Each Special Education/ELL teacher shall be provided three (3) non-student contact days per year for the purpose of completing necessary IEP/LEP work. The decision to use one of these days shall be at the individual teacher's discretion, but approval of the specific day(s) to be used is at the discretion of the building supervisor to allow for proper scheduling of substitutes.

### **Section L. Paid Parental Leave**

Certified employees will be provided up to five days of paid parental leave following the birth of an employee's child or the placement of a child, age 17 or younger, with an employee in connection with adoption or foster care. The purpose of this paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. Any leave days taken pursuant to this provision, will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

An employee is not eligible for more than 5 days of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Certified employees who adopt a spouse's child are not eligible for paid parental leave as outlined in this provision.

The certified employee will provide his or her supervisor and the human resource department with notice of the request for paid parental leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The certified employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

This policy will be in effect for births, adoptions or placements of foster children occurring on or after July 1, 2023.

### **Section M. Other Leave Provisions**

Absences from duty other than the above will require the prior approval of the supervisor and the superintendent or designee. Such release time will be in the nature of meetings, such as title programs, inservice training sessions, state and federal programs and activity program sponsorships. In such cases release time will be granted without loss of PTO and there will be no deduction of salary.

Professional leave authorized at the building level will not be reduced for leave required by special education personnel to fulfill responsibility for mandated special education inservice.

## **ARTICLE VI: DNEA RIGHTS**

### **Section A. Release Time for Association Meetings**

#### **1. Limitations**

Except as provided in this contract, professional educators will not be granted release time for participation in any organizational activities unless said sessions or meetings are shown to be of specific value to the general operation, instructional activities, and work of Derby Public Schools as determined by the superintendent or designee.

#### **2. Authorization and Reimbursement**

Members of the DNEA who need to be released during the working day for association meetings or activities will be released subject to the prior approval of the superintendent or designee. The DNEA will reimburse the district for substitute teachers' salaries. (See Leave Section for Association Leave.)

If it is determined that release time is not to be granted, a full dock in salary is to be made for any absence in accordance with leave policy.

### **Section B. Personal Contact with Outside Agencies during School Time**

Representatives of professional educator organizations, such as UniServ, etc., will not be permitted to contact any members of the staff during their duty time to discuss organization issues.

Contacts for DNEA business, such as brief telephone calls or conversations, may be made during planning time.

### **Section C. DNEA Meetings**

DNEA meetings may be held during the professional day when school is not in session.

### **Section D. Use of District Copying Facilities**

District copying facilities may be used by the DNEA. The DNEA will reimburse the district the current rate of copying per page.

### **Section E. BOE Agenda**

The DNEA will have a place on the agenda of all regular school board meetings. When unable to attend, a DNEA representative will notify the board clerk.

### **Section F. Dues Collection**

Member dues will be collected by payroll deduction.

### **Section G. Posting of Notices**

Posting of notices by the DNEA will be allowed in faculty lounges and/or intra-school faculty bulletins within the attendance center.

### **Section H. Use of School Facilities**

School facilities may be used for DNEA meetings when school is not in session. Readily available equipment may be used, and the DNEA will be responsible for replacement or repair of any equipment that is damaged or destroyed.

### **Section I. Attendance at KNEA Convention**

During the contract year, the district will provide annual KNEA Convention leave for a total of 10% of the DNEA's professional educator membership for one contract day of the convention, as determined by the DNEA. The names and assignments of those to attend will be reported to the Assistant Superintendent/Human Resources no later than five contract days in advance of the first convention date. All substitute costs will be paid by the district. KNEA Convention days are separate leave days and shall not be charged as any other leave.

### **Section J. Negotiations during School Time**

If negotiations are held during regular teaching time, the BOE will pay up to six substitutes, the number to be determined by the DNEA, for a maximum of three (3) working days.

### **Section K. Minimum Rights**

The above is a minimum statement of DNEA rights and is not intended to limit or restrict the rights of the DNEA.

## **ARTICLE VII: MANAGEMENT RIGHTS**

The management of Derby Public Schools and the assignment and direction of its employees, including but not limited to, the rights to hire, promote, suspend, layoff, reassign, and discharge, subject to the terms of this agreement, are the exclusive function and responsibility of the BOE, or its authorized representatives, as provided by law.

The BOE and its authorized representatives have the right to take whatever actions may be necessary to carry out its mission in emergency situations, i.e., any unforeseen circumstances or combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature. Any issue, function, or procedure which relates to the operation of the school district, which is not specifically addressed in the negotiated agreement with the DNEA, shall be retained as a right of management of this district even if such issue is subject to mandatory or voluntary negotiations as provided by law. This shall include all policies and regulation pertaining to the operation or structure of the school district.

The BOE recognizes that this provision does not waive or limit the negotiability of any item which has been determined by the legislature of the State of Kansas or a court of competent jurisdiction to be negotiable. Nor does this provision remove the BOE's statutory requirement to negotiate in good faith the impact of any subject noticed for negotiations as such may relate to its effect upon wages, hours, and condition of employment of the members of the bargaining unit as outlined in K.S.A. 72-2218 et seq.

No change, under paragraph three above, which affects mandatorily negotiable items, which has been questioned by the DNEA, will be implemented without the consultation with the DNEA.

## **ARTICLE VIII: MISCELLANEOUS NEGOTIATED ITEMS**

### **Section A. Staff Familiarization with Policy**

It is the responsibility of each professional educator to be familiar with and follow the BOE Policy Handbook. A copy of all BOE policies and regulations will be published electronically.

### **Section B. Enforcement of School Regulations**

The BOE, administrators, and supervisors will support the certified staff in enforcement of school regulations. Preferential treatment will not be permitted. Professional educators will be supported in all reasonable and appropriate cases of enforcement of school regulations.

### **Section C. Textbook Adoption, Staff Input**

Textbook adoptions shall be made by the BOE after reviewing recommendations from the Textbook Committee.

### **Section D. Copyright**

All professional educators who participate in production of education material shall retain residual rights to those materials should they be copyrighted or sold for profit by the school district.

### **Section E. Professional Educator's File**

#### **1. Open to Professional Educator**

The professional educator's file, excepting letters of recommendation which are indicated to be confidential, will be open to the inspection of that professional educator at all times during working hours. At the written request of the professional educator, a representative of the DNEA may inspect the professional educator's file.

The professional educator will have the right to respond to all material contained in said file. Such responses will become part of the file. No material derogatory to the professional educator's conduct, service and/or character or personality will be placed in the file unless the professional educator has had an opportunity to review the material.

#### **2. Maintaining the File**

The official personnel file will be housed in the human resource office. Any personnel documents maintained electronically shall be adequately secured and managed by the human resource office.

#### **3. Right to Reproduce Contents**

The professional educator and/or his/her representative shall have the right to reproduce any of the contents of his/her file, except confidential college placement files.

## **Section F. Mileage Allowance**

### **1. Assignment to Two or More Buildings**

When a member of the certified staff is assigned to two or more buildings each day, the BOE will pay for mileage between those buildings at the current rate for private automobiles paid by the Kansas State Department of Education to its employees.

### **2. Other Approved Transportation**

If approved by the superintendent or designee and district transportation is not provided, all faculty attending workshops or observations will be paid mileage at the current rate for private automobiles paid by the State of Kansas to its employees.

## **Section G. Peer Observation**

Information from any peer observation will be used only in a non-evaluative and formative manner for the purpose of instructional support or professional growth.

## **Section H. Innovative/Experimental Programs**

The BOE will implement innovative and experimental programs only after seeking and receiving extensive input from those persons, including the professional educators and the other members of the building improvement team(s), who are directly involved and affected.

## **Section I. Deviations from Contract**

1. Deviations from contractually established provisions will be permitted provided that:
  - a. the proposed deviation is thoroughly discussed with input from, consideration of, and collaboration with those professional educators whose contract is directly affected; and
  - b. a majority of the professional educators, whose contract is to be deviated, endorses the deviation in a secret ballot election conducted by DNEA and the administration; and
  - c. the building administration and the DNEA representative(s) will, prior to the election:
    1. agree upon formats for informational meetings and the election date/process; and
    2. identify how, specifically, the contract is to be deviated; and
    3. identify the professional educator(s) being affected by said contract deviation; and
  - d. the deviation is approved by the superintendent, the board and the DNEA executive committee.
2. Once implemented, a deviation shall be continued until:
  - a. a majority of the professional educators directly affected vote to discontinue the deviation in a secret ballot election conducted by DNEA and the administration; and
  - b. the superintendent, board and the DNEA executive committee approve such discontinuance.
3. Once a deviation process is completed, documentation of the process and relevant documents will be stored by the Board and DNEA for future reference.

## **Section J. School Improvement Time**

### **1. School Improvement Time**

A one hour late start each Monday will be allocated for the purpose of school improvement at the building level. Each building will develop a plan for increased collaboration time, keeping in mind core curriculum student/teacher contact time. Collaboration time will include a combination of formats as determined at the building site by mutual agreement between the Building Leadership Team (BLT) responsible for accreditation and the building administration with opportunity for discussion and input by all building certified staff. Collaboration time shall be defined as large group meetings, small group meetings (grade levels, departments, teams) and individual work on specific school improvement initiatives. Non-core staff will meet one Monday a month from 7:30 A.M. - 8:20 A.M. as directed by the Superintendent or designee. Staff attending will have no extra duties before or after that student day and may leave after the student contact day. In addition, one Monday each month will be identified by the Superintendent or designee for the purpose of department/grade level meetings.

AGREEMENT

between

Board of Education

Derby Public Schools

Derby, Kansas,

and

Derby National Education Association

July 1, 2025 - June 30, 2026

Kathleen O'Brien, President

and

Sarah Meier

Chairman, Negotiating Team

Derby National Education Association

May 19, 2025

Robyn Pearman, President

Derby Public Schools Board of Education

May 27, 2025

