



**UNIFIED SCHOOL DISTRICT 266**

# **Negotiated Agreement**

**2026-2027**



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## **1 Definitions of Terms**

### **1.1 Administration**

All persons employed by the Board in positions requiring an administrative certificate of regulation of the State Department of Education as stated in the current CERTIFICATE HANDBOOK.

### **1.2 Association**

Maize Education Association, affiliated with the Kansas-National Education Association and the National Education Association.

### **1.3 Board**

The Board of Education of Unified School District No. 266, Sedgwick County, Kansas.

### **1.4 Days**

Except when otherwise indicated days shall mean calendar days.

### **1.5 District**

Unified School District (USD) No. 266.

### **1.6 Maternity Leave**

Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery.

### **1.7 K-NEA**

Kansas-National Education Association.

### **1.8 NEA**

National Education Association.

### **1.9 Superintendent**

Superintendent of Schools of Unified School District No. 266, Sedgwick County, Kansas.

### **1.10 Teacher**

All licensed classroom teachers employed by the Board of Education on the teachers' salary schedule.

### **1.11 Employee**

All licensed employees employed by the Board of Education under the negotiated agreement. This includes teachers, counselors, librarians, student support specialists, speech language



pathologists, social workers, instructional coaches, nurses, IEP coaches, behavior coaches, assistive technology, school psychologist, and interventionists. Those working in these same positions after retiring through KPERS are not employed under the negotiated agreement.

### **1.12 Itinerant Employee**

Employee who travels between buildings in the performance of their job duties.

### **1.13 Alternate Schedule Employees**

Employees assigned to work at Complete High School Maize, Maize Early Childhood Center, and Maize Virtual Preparatory School.

### **1.14 Teaching Block**

A block of time, approximately one-fourth (1/4) of the regular instructional day, in which a teacher has direct responsibility for students and curriculum.

### **1.15 Nurse**

A person who holds a current license to practice as a Registered Professional Nurse and who is employed by the Board of Education on the nurses' salary schedule.

### **1.16 Professional Deficiencies**

A deficiency documented through the process of professional evaluation which prevents an employee from performing their required duties.

### **1.17 School Holiday**

Board-declared holiday, as per approved school calendar, not including in-service day or work day. For the purpose of this agreement, holidays are Fall Break, Winter Break, and Spring Break.

### **1.18 Grade Level Teacher**

An elementary teacher who has students assigned to them as their homeroom.



## **2 General Provisions**

### **2.1 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.

### **2.2 Management Rights**

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States.

### **2.3 Recognition**

All terms and conditions of employment, applicable to employees covered by this agreement, agreed to on the signing date of this agreement, shall continue to be applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied to deprive employees of professional advantages enjoyed prior to the effective date of this agreement. If any provision of this agreement or application of the agreement is held to be contrary to the law, then such provision or application shall not be deemed valid or subsisting. Representatives from the administration and the Association shall immediately enter into negotiations to present a joint recommendation to replace the provision found to be contrary to the law. If the joint recommendation is found to be acceptable to the Board and the Association, it shall become part of the agreement. The Maize USD 266 Negotiated Agreement and any amendments or addendums will be collectively bargained by the Maize Education Association, administration, and the Board of Education.

### **2.4 Issuance of Agreement**

The Negotiated Agreement, Evaluation Document and Contract signing sheet will be issued to each employee at least two weeks prior to the requested contract signing date.

### **2.5 Grading**

The district grading policy will be followed and will not be changed during the term of this agreement. To ensure consistent communication and support student academic growth, teachers shall maintain up-to-date electronic gradebooks. For teachers who use a letter for grades, teachers will be required to update their gradebook at least every seven school days. For teachers who use standard based grading, teachers will be required to update their gradebook quarterly along with monthly progress updates for parents and or guardians. Exceptions for projects, papers, or other assignments or assessments exceeding this timeframe are permitted provided that parents are notified of the extended grading schedule in advance or at the time of assignment collection.



All grades must be entered and finalized in accordance with district-established deadlines for report cards and progress reports.

## **2.6 Curriculum**

Teachers shall be permitted to use their own discretion in classroom presentations and discussions, provided they conform to and follow the district curriculum guides and behavioral objectives.

## **2.7 Notification of Assignment**

Employees will be notified in writing immediately of a change in their job assignment. Employees who travel between buildings will be provided reserved parking and will have input into the travel plan.

## **2.8 Vacancies**

Vacancies for employee positions and supplemental contract positions occurring during the school year and/or for the coming year, for which applications are requested or accepted, will be shared with all staff.

## **2.9 Intellectual Properties**

The School district has all rights of ownership of products produced by an employee during hours for which the employee was paid or in which the use of district supplies and/or equipment was used. The district may enter into an agreement in advance with an employee to produce a product. In such cases, the agreement shall assign rights of use and ownership. Employees may retain the copyright ownership of distance learning material or online class material created at home with their personal computers. However, the district retains the right to use this material as part of its educational program.

## **2.10 Committees**

MEA will appoint a representative to the following district-level committees that affect the bargaining unit terms and conditions of employment.

- District Calendar Committee
- District Technology Cadre
- District Professional Development Curriculum Committee
- District Benefit Advisory Committee
- District Wellness Committee
- District Supplemental/Stipend Committee

All committees established through the IBB process will have co-chairs (one selected by MEA and one selected by BOE) with each co-chair having clearly-defined roles/responsibilities, and each committee being given clear deadlines for completion of tasks.



## **2.11 Children of Employees Attending USD 266 Schools**

Any nonresident student who has a parent or person acting as a parent employed by the district shall be permitted to enroll in and attend school in the district as if the student is a resident of the district while the parent or person acting as a parent remains employed by the district and the student remains in good standing as verified by the principal. Good standing is defined in Board policy.



### **3 Personnel Files**

#### **3.1 Purpose**

In case of any action against an employee in connection with suspension, non-renewal or termination of employment, no documents other than legal depositions and affidavits specially pertaining to the situation shall be submitted as evidence which have not been made a part of the personnel files as located in the Education Support Center and or/building site.

#### **3.2 Prior Knowledge**

No unfavorable entry shall be made in the employee's file(s), as located in the Education Support Center and/or building site, without their knowledge. They shall affix their signature to such an entry to indicate only that they are aware of the entry.

#### **3.3 Employee Response**

The employee shall have the right to respond to any material filed, and their answer shall be affixed to the material and placed with it in the employee's file(s) as located in the Education Support Center and/or building site.

#### **3.4 Request for Removal**

An employee may request any materials greater than five (5) years old, except formal evaluations and required employment documents, be removed from their personnel file. Requests must be submitted in writing to the human resource director. Within thirty (30) days, the human resource director will review the requested documents with a committee that includes two building administrators who do not supervise the employee making the request. The committee shall either approve or deny the request. A written notice of approval or declination will be provided to the employee. Requests that are denied may be appealed to the Board of Education in writing within thirty (30) days of the committee determination. After leaving district employment, any employee may request destruction of documents as allowed by law.



## **4 Length of Contract**

### **4.1 Length of Contract**

The number of contract days for the school year for returning employees, except those on extended contracts (see 4.2), shall not exceed one hundred eighty-five (185) days. The number of contract days for new staff shall not exceed one hundred eighty-nine (189) days. Staff who were hired after the first day of school and not in attendance at new employee training will be contracted as new staff (189 days) for the following year.

1. New staff will report for four (4) additional days to provide needed training and orientation. New staff may be asked to participate in professional development prior to the start of their contract. In these cases, staff will be compensated for their time.
2. Special education employees assigned to base locations in other districts will follow the daily schedule and calendar of the district of assignment.
3. The days scheduled prior to the first day of school are to be used for the following purposes as scheduled by the administration:
  - a. Staff Meetings
  - b. In-service activities
  - c. Departmental and Grade Level Meetings
  - d. Curriculum or School Accreditation Work
  - e. Time for employees to work in their classrooms/offices
  - f. Release time for participation in Association activities shown to be of specific value to the general operation, instructional activities, and work of Maize USD 266 as determined by Superintendent.
4. One (1) day at the end of each semester is an employee work day. Employee attendance is required only for the work day at the end of the second semester.
5. Back-to-School Event, which is not to exceed three (3) hours, is a professional responsibility for which employees will not be additionally compensated. Should an employee not be in attendance, leave will be appropriately charged.
6. Parent Teacher Conferences are a professional responsibility. Should an employee not be in attendance, leave will be appropriately charged based on the amount of time not in attendance. Employees will not be charged temporary leave to attend conferences for their own children within the Maize school district, but are encouraged to attend during non-peak times. Non-peak times are considered mid-morning and early afternoon.
7. High school teachers are required to attend graduation at their base building. Extenuating circumstances preventing the teacher from attending, should be addressed with the building principal.

### **4.2 Additional Duty Days**

The following positions may be subject to administrative assignment of additional duty days.

- Assistive Technology Facilitator
- Counselors
- Early Childhood Coordinator
- Hope Learning Center Licensed Staff (Teachers and Related Service Providers)
- Instructional Coaches for Special Education
- Media Center Specialists



- School Psychologists
- Student Support Services Liaisons
- Student Support Specialists
- Teacher of Students with Visual Impairments
- Vocational Special Needs Coordinator (High School, Hope Learning Center, Project Life and Search Programs)

**1. Method of Calculation of Payment for Additional Duty Days**

The district will pay the above mentioned employees for up to a specific number of allowed days. The pay will be calculated based on the employees personal step/column divided by the number of base contract days for the daily rate. That daily rate will be paid as the extra days are worked.

**2. Notification Process**

The district will notify the employee on or before May 30th of each year, specifying the number of allotted duty days for the upcoming contract year. The employee will be issued a separate contract for these days, which will be appended to the employee's annual contract.

**4.3 School Calendar**

A representative from the Association will participate in the development of the school calendar as a member of the calendar committee. The Superintendent will present no later than January 31<sup>st</sup> one or more calendar proposals to the staff for comments prior to final adoption by the Board.



## **5 Professional Day**

### **5.1 Description**

The required daily time for an employee to be on duty will be 7 hours and 40 minutes. On Fridays and on days immediately preceding a holiday or vacation, employees may leave at the student dismissal time.

1. Employees are expected to attend 1 (one) monthly faculty meeting outside the duty day, except for emergencies, if called by administration. These are to occur no more than 45 minutes before or after employees' building-determined contract time. Employees shall be given at least four (4) school days advance notice of any such meetings except in an emergency situation.  
An agenda shall include learning intentions and the expected length of the meeting. For emergency meetings, no employee will be disciplined for failure to attend if they have a previously scheduled commitment.
2. Hall duty shall be assigned equitably to all building employees. Building administrators shall prepare and provide all staff with the hall duty schedule at the beginning of the semester. No more than one-half of a building's staff shall be assigned hall duty at any one time. The employee's responsibility when on hall duty will be to stand next to their door and/or assigned location and observe the passing students.
3. Conferences may be initiated by parents, students or the employee. Such conferences shall be at mutually agreeable times.
4. Individual conferences between employees and administrators shall be at mutually agreeable times.
5. Part-time employees and itinerant employees are expected to discuss attendance at professional development trainings with their administrators. If the subject is relevant to the part-time employee's duties, they should seriously consider attending the training.
6. Alternative schedule employees will work an average of 7 hours and 40 minutes per day over a period of 185/189 days. Employees assigned to work locations with weekly schedules that are different than the adopted school calendar, or who are special education staff assigned to other districts, shall work the same but not greater than the cumulative total of 7 hours and 40 minutes times their contract length of 185 or 189 days.

### **5.2 Assignment of Homeroom Responsibilities**

The expectation is that all teachers at the high schools and middle schools are assigned to teach a homeroom class. Principals have discretion to exempt a teacher from this assignment under the following circumstances:

1. teachers assigned to work locations other than Maize buildings (WSU West, Via Christi, etc.);
2. itinerant teachers whose schedule does not allow time for a homeroom;
3. teachers assigned to different buildings each semester;
4. teachers with specific assignments during homeroom, including but not limited to MTSS, hall monitor, etc.;
5. special education teachers whose homeroom assignment would prevent them from meeting IEP service minutes and/or teaching an assigned course.



### **5.3 Lunch Hour**

All employees will have a duty-free lunch of thirty (30) minutes.

### **5.4 Planning Time**

Each teacher shall have 270 minutes of plan time weekly (during a 5 day week).

- A. Pre-K may receive plan time once a week
- B. K-6 will receive plan time through specials or scheduling with the administrator
- C. 7-12 will receive plan time during a normal instructional block or scheduling with an administrator

### **5.5 Leaving the Building**

Employees may leave the building without seeking permission during their lunch periods after notification of the building office. Employees may seek permission to leave the building during other times of the work day. If it is necessary to leave during planning time and the school administration is not available, notification of the office will be sufficient.

### **5.6 Special Education Employees Assigned to Other Districts**

Special education employees assigned to other districts will receive plan time comparable to staff members in their base school and will follow all relevant policies of the base school regarding the duty day.

In addition to following the assigned district's work calendar, all licensed special education employees shall participate in up to one full day of Cooperative-wide in-service prior to school starting. This in-service shall be scheduled within the USD 266 contract year for licensed professionals. Employees attending outside of their assigned base calendar will be eligible for extra duty pay.

### **5.7 Employees Assigned to Schools with Alternate Schedules**

Employees assigned to schools with weekly schedules that differ from the adopted district calendar will work the schedule established by the location of assignment. Plan time calculations will be based upon the building master schedule and may be provided in weekly sums and do not require daily minimums to be met. Schools with weekly schedules that differ from the adopted district calendar shall observe the same staff report dates, school start and end dates, holiday breaks, professional development days, and employee work days as designated by the adopted district calendar.

### **5.8 Special Education Professional Days**

Each SPED case manager will be provided two (2) days per semester covered by a substitute or other means for the purpose of writing and maintaining student IEPs. These days will be available in half-day increments on Tuesday, Wednesdays, Thursdays, but not on days immediately preceding or following school holidays, as defined in this Agreement, selected at the discretion of the employee and with approval of the supervisor. When a SPED case manager absorbs part of a caseload due to another SPED case manager leaving before the end of their contract, that case manager may use an additional half-day.



## **6 Leave Provisions**

### **6.1 Chargeable Temporary Leave**

All employees who work twenty-five (25) hours a week or over shall be considered full-time employees of the school district and shall be allowed sixteen (16) days of temporary leave, at the beginning of each school year. Six of the Sixteen days may be used as personal leave as described in 6.1.6. This may accumulate to a maximum of one hundred (100) days. Chargeable temporary leave may be used for the following:

1. Illness; disability or injury to self; doctor and dentist appointments; adoption or the adoption process, pregnancy, childbirth, false pregnancy and recovery from these conditions.
2. Illness, injury or death of a member of the immediate family (shall include mother, father, legal guardian, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, brother, sister, wife, husband or child).
3. Death of a close friend or relative outside the immediate family. Except in unusual circumstances, such leave shall be limited to a maximum of one (1) day. All such requests must have the prior approval of the building principal.
4. Parental leave will be provided as a time of adjustment for both the child and parent immediately following the birth or adoption of an employee's child. Building principals must have prior notice of all such requests, if possible. Such leave shall not exceed sixty (60) days and shall run concurrently with FMLA leave.
5. A Sick Leave Bank shall be maintained for use by participating bargaining unit members.
  - a. The Maize Education Association will appoint a committee to manage the Sick Leave Bank. The Sick Leave Bank Committee will draft rules and regulations which will define the operation of the Sick Leave Bank and control the use of days by participating bargaining unit members.
  - b. Participation in the Sick Leave Bank will be voluntary and open to all bargaining unit members. Only bargaining unit members who contribute days to the Sick Leave Bank will be allowed to draw days from the Bank. Refusal to contribute days when requested by the Sick Leave Bank Committee will end a bargaining unit member's ability to draw days from the Bank.
  - c. Bargaining unit members will have the opportunity to join the Sick Leave Bank at the beginning of the school year and at the beginning of the calendar year by making a voluntary contribution of days by September 1 or February 1. Bargaining unit members employed after the start of the school year will have thirty (30) calendar days to join the Sick Leave Bank by making a voluntary contribution of days.
  - d. The USD 266 Board of Education will be responsible for the accounting of days contributed to and expended by the Sick Leave Bank.
  - e. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any action taken by the Board for the purpose of complying with the provision for this Sick Leave Bank provisions.



6. Personal Leave – Six (6) days of personal leave per year will be allowed. Personal leave will be limited to no more than one (1) day taken during the employee’s first five (5) contract days and no more than one (1) day taken during the employee’s last five (5) contract days. Personal leave will not be granted the day before or the day following a school holiday, except for attending graduations or weddings of immediate family members. Though not required, as a professional courtesy, employees should provide a minimum of two (2) days’ notice for non-emergency use.



## 6.2 Non-Chargeable Temporary Leave

An employee will be allowed temporary leave for the following reasons, subject to the following provisions. Such temporary leave shall not be chargeable to cumulative temporary leave days, and the employee shall receive full pay.

1. **Legal Leave** – Legal leave is defined as any leave required by a court proceeding in which the employee's presence is mandated, e.g., jury duty, testimony under subpoena, etc. Any reimbursement received by the employee for participating in such court proceeding(s) shall be turned over to the district to off-set district payment under this section. The employee will, if possible, notify the administrator of the need for legal leave two (2) days prior to such leave. Legal leave cannot be taken for court proceedings involving personal neglect, personal violation of the law, personal divorce, or court proceedings brought by the employee against the district.
2. **Professional Improvement** – Professional days may be used for educational purposes with the mutual agreement of the employee and principal with the subsequent approval of the Superintendent. Professional improvement days shall be used for the purposes of (1) visitation to view other instructional techniques or programs; (2) conferences, workshops or seminars conducted by education-oriented groups, colleges or universities, KNEA or NEA. The employee may be requested to file a written report within one (1) week of their attendance at such visitation, conference, workshop or seminar. The principal shall be notified at least two (2) days prior to absences. Approval shall not be arbitrarily or capriciously withheld.
3. **Continuing Nursing Education** - Up to sixteen (16) hours of continuing nursing education hours by a school nurse may be used in lieu of the nurse's attendance on two district in-service/professional development date(s). Qualifying continuing nursing education hours must be as defined in Kansas State Board of Nursing guidelines and relevant to school nursing and completed outside of the contract day or year. The designated in-service/district professional development date(s) for excusal shall be determined by the district administration and/or their designee assigned to the administrative oversight of Nursing Services for the district. The school nurse shall provide written documentation of completion of hours to the designated administrator within 90 days of completion.
4. **Personal Injury/Assault** – Whenever an employee is absent as a result of personal injury caused by battery arising out of or in the course of their employment, and when investigation by the administration indicates they used reasonable judgment, they shall be paid their full salary less any other Board-provided or state-provided compensation or disability benefits except negotiated fringe benefits for the period of such absence without having such absence charged to their accumulated temporary leave. Payment for such absence shall not extend beyond the end of the employee's current contract. In other similar cases where an employee loses time as a result of their following Board or administrative policy, at its discretion, the Board may excuse such absence without such loss of pay or temporary leave.



5. Association Leave – The Maize Education Association shall be provided up to twenty-five (25) days leave each year to be used by the professional educators who are officers or agents of the Association, such use to be at the discretion of MEA. MEA agrees to notify the administration in writing no less than 48 hours (if possible) in advance of taking such leave. The Association President will notify HR/Payroll at the beginning of each school year of those members eligible to use Association Leave. These designated individuals will be given the option of charging “Association Leave” when recording an absence. This leave will be charged against the total number of Association Leave Days provided herein. Unused Association days do not roll over from year to year.

### **6.3 Extended Leave: Professional Development/Enrichment**

1. General Provisions: The superintendent may recommend extended leave for professional development opportunities not available outside the school year. In making such recommendations, the superintendent will consider the available replacements and potential benefits to the district, as well as the nature of the request. All recommendations for extended leave must be submitted to the Board for final determination and shall state beginning and ending dates, when possible.
2. Qualifications: The applicant must have been employed in the school district for at least five (5) consecutive years. Absence from service for a period of not more than one consecutive(1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the district during the five (5) consecutive years of service immediately preceding the current application. The applicant must sign a note conditioned upon an agreement to return to service with the district immediately upon termination of the sabbatical leave.
3. Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following August. For leave beginning the second (2nd) semester, applications shall be in by July 1.
4. No compensation or paid leave time is available during the sabbatical. Health insurance may be continued at the employee's expense. Accumulation of leave time and tenure is paused while on sabbatical. Accrued leave benefits will remain available when the employee returns from sabbatical. While on Sabbatical Leave, an employee shall be considered to be in the employ of the district and shall have a contract. Full insurance benefits as set forth in this Agreement shall be provided to teachers on sabbatical leave. To maintain benefit coverage, employees must pay monthly premiums at the beginning of each month.
5. Employees returning from sabbatical leave shall be restored to a comparable position within the district for which they are appropriately licensed/endorsed.



#### **6.4 Political Leave**

Up to five (5) elected or appointed professional employees, who have served in the district at least five (5) continuous years, shall be permitted to run for any public, county, state, or national office of any elective KNEA or NEA office at any given time. If elected, each shall be permitted leave for performance of elected duties. An individual who seeks an appointment to an official body of the State of Kansas that requires absence from duty shall give prior notification to the Superintendent regarding their intent, be required to review processes and expectations with district administration, and request uncompensated leave once elected or appointed. Political service requiring the employee to be absent for the majority of the academic year, does not qualify the professional employee for step movement on the salary schedule. Professional employees returning after more than four (4) years leave shall return to the position on the salary schedule they would have occupied prior to service. The Board shall have no obligation to retain a professional employee returning more than four (4) years leave.

#### **6.5 Payroll Deduction**

All other reasons of absence will require payroll deductions equal to one (1) contract day of pay, unless the Superintendent approves the absence. Five (5) days in excess of contracted leave may result in disciplinary action or termination.

#### **6.6 Leave Notification**

Temporary leave balances will be available electronically.

#### **6.7 Federal and State Law**

In addition to the above, employees may be entitled to additional leave without pay under Federal or State law (information available from the USD 266 Superintendent of Schools).



## **7 Employee Protection**

### **7.1 Professional Appearance**

Employees should consider each day's activities when determining what to wear. Clothing should allow employees to feel comfortable to work, yet be professional and appropriate for a school environment.

### **7.2 Complaints Against Employees**

Any complaint(s) of a serious or significant nature regarding an employee made to an administrator by any parent, student or other person shall be called to the attention of the employee within ten (10) school days. The 10-day requirement may be extended for instances subject to formal investigation. A serious complaint shall be one that may be used to evaluate the work performance of the employee.

1. No disciplinary action shall be taken against any employee on the basis of a complaint by a parent, student or other person before a conference is held between the employee and the supervisor contemplating the action.

### **7.3 Progressive Discipline Policy**

USD 266 has the right to discipline an employee, for policy violations or unprofessional conduct utilizing a procedure that is progressive in application. Even though the procedure is designed to be progressive, the district reserves the right to start the discipline at any point or combine or skip steps depending on the facts of each situation and the nature of the offense.

The progressive discipline process may include, but not be limited to verbal reprimand, written reprimand, final reprimand, suspension with pay, suspension without pay, nonrenewal, and termination.

When an employee is recommended for non-renewal or termination, the parties shall follow the procedures outlined in Article 7.4.

The employee will be asked to sign any disciplinary document indicating acknowledgment of receipt. A copy of any disciplinary document will be provided to the employee, and a copy will be placed in the employee's personnel file.

The employee will have seven (7) school days after the disciplinary action has been issued to provide a written response to the discipline. Any such response shall be attached to or included with the disciplinary documentation. Employees subject to discipline may grieve their discipline in accordance with the grievance procedure outlined in Article 9.3.

### **7.4 Dismissal and Nonrenewal**

1. An employee shall be deemed to have completed a year of employment in the school district in the event said employee has been under contract with the Board of Education for a professional year of duties between July 1 and the succeeding June 30, and has performed duties within the school district on at least one day more than one-half of a professional year during such period. Working for any part of a day shall be considered as a day of work under this policy.



2. Due Process is granted when an employee is offered a contract for the fourth consecutive year.
3. The Superintendent shall use the appropriate forms in the event an employee is recommended for dismissal or nonrenewal. All administrative recommendations for dismissal given to the Board shall be accompanied by detailed documentation justifying any such recommendation as required by the Board.
4. Whenever an employee who is granted due process is given written notice of the Board's intention to not renew the employee's contract, the employee may request a meeting with the Board by filing a written request with the Clerk of the Board within ten (10) business days from the date of the receipt of the written statement of nonrenewal of a contract. The Board shall hold such a meeting within ten (10) business days after the filing of the employee's request. The Board shall specify the reason or reasons for the Board's intention to not renew the employee's contract. The employee shall be afforded an opportunity at that time to respond to the Board. The employee and/or Board may be accompanied by a representative. This representative shall be limited to UniServ Director or a current district employee. Within ten (10) business days after the meeting, the Board shall reconsider its reason or reasons for nonrenewal and shall make a written final decision as to the matter.

## **7.5 Liquidated Damages**

Employees who resign after the 14-day time period following the 3<sup>rd</sup> Friday in May will be liable for damages according to the following schedule:

1. After the statutory deadline through July 16 will be \$5,000.00
2. July 17 through the last day of school will be \$10,000

The employee shall remit payment to the district with the letter of resignation. The BOE may waive application of this damage clause.

## **7.6 Property Damage**

When an employee with prior written approval from the building principal, in the process of providing the best possible interaction, finds it necessary to use their personal equipment and suffers a loss of such equipment by theft or damage caused by vandalism or fire, such employee shall be reimbursed by the Board for the reasonable cost thereof.

## **7.7 Safe Work Environment**

In the event of a credible threat or violent action against an employee by a student, the employee may request that their supervising administrator work with them on creating a plan to be developed to ensure their safety in the classroom and school environment. Such a plan aims to make the employee feel secure in completing their professional responsibilities. The employee is responsible for documenting the nature of the incident, the efforts made to address the behavior, any relevant context or severity, and any communication with legal guardians concerning the behavior. Ultimately, the administration holds the final discretion regarding the need to develop a plan. The administration will inform the employee and Director of Safety or designee of any actions taken and the steps involved in the plan. Plans will include practical steps for employees to feel safe and de-escalate situations.



When a safety plan cannot be implemented effectively or has failed to resolve the issue, the employee may request the student's removal from the employee's daily assignments. Removal shall not be approved if removal would violate a student's LRE or access to a FAPE under IDEA, Section 504 the ADA and/or any other applicable federal or State rules and regulations. Furthermore, such removal shall remain subject to administrator review and approval. Removal should only be used as a last resort if no other options are available.

Abuse of this provision by employees may result in disciplinary action up to and including non-renewal or termination of the employee.



## **8 Reduction in Force and Recall**

### **8.1 Notice of Reduction in Force**

1. In the event of a reduction in force (RIF) of the employees beyond what can be accommodated by attrition, the Board of Education shall base its decision on which employees to retain on the following:
  - a. No employee who has acquired due process rights shall be RIF'd when there is an employee without due process rights employed in a position for which the employee who has acquired due process rights is qualified to do.
  - b. As between employees who have acquired due process rights, the Board shall consider:
    - Academic training for the position
    - Evaluation reports
    - Experience in the specific assignment
    - Where all other qualifications are substantially equal, greater seniority in the district shall be the deciding factor.

### **8.2 Rights**

1. After implementing such a reduction procedure, the list of names of RIF'd employees shall be maintained for two (2) years.
2. Any employee who has been so RIF'd shall no longer be considered an employee and shall have no employee rights or benefits. Any employee re-employed by recall shall be given full salary, related benefits and experience as if continuously employed with the district.
3. Any employee who has been so RIF'd may retain membership in the Board health insurance group for the period of time allowable by the insurance company. However, the Board shall make no contribution and the employee must make advance arrangements for payment of premiums with the Superintendent of Schools.
4. It is the responsibility of the listed RIF'd employees to keep the Superintendent informed of their current address and any changes in licensing qualifications.
5. If a vacancy occurs within two (2) years for which any employee named on the list is qualified, the position shall be offered to the employee whose name was most recently placed on the list and who qualifies for such vacancy.
6. No employee will lose his/her recall rights if they secure other employment during the layoff. Any employee laid off shall be accorded recall rights unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained these rights. The Association shall have the right to file a grievance for an employee who is not currently employed if it appears that his/her reemployment rights have been violated.
7. No new or substitute appointments shall be made by the Board while there are laid off employees available who are qualified to fill the vacancies.
8. Any employee who has been so RIF'd may apply for assignments as a substitute teacher.



## **9 Grievance Procedure**

### **9.1 Definitions**

1. Grievance: A complaint by an employee, groups of employees or the Association based on an alleged violation, misinterpretation or misapplication by the district of a negotiated contract, agreement or other items directly pertaining to the terms and condition of employment.
2. Aggrieved Person: The person, persons or the Association making the complaint.
3. Party in Interest: The person, persons or the Association making the complaint and/or any person who might be required to resolve the grievance.

### **9.2 Purpose**

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

### **9.3 Procedure**

1. Level One –
  - a. The aggrieved person should first discuss the problem with their principal or other immediate superior within fourteen (14) school days of the occurrence which gave rise to the grievance or of the date when the grievant should have reasonably been expected to have become aware that a possible grievance existed. During this discussion the aggrieved person, either directly or through their counsel and/or Association's grievance representative, shall seek to resolve the matter informally. The principal or immediate superior and the aggrieved shall meet within seven (7) school days of the aggrieved person's request for a meeting. The principal or immediate superior shall have seven (7) days to render a decision.
2. Level Two –
  - a. If the aggrieved person is not satisfied with the disposition of their grievance at Level One, they may within seven (7) school days of that decision, file the grievance in writing simultaneously within the Association or its designee and the principal. If no decision has been rendered within seven (7) school days after discussion of the grievance, the aggrieved may move to Level Two and shall have seven (7) school days to file the grievance at Level Two.
  - b. Within seven (7) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person and a representative of the Association in an effort to resolve it. The principal shall submit their decision in writing to the aggrieved person, Association and the Superintendent of Schools within seven (7) school days after the meeting.
3. Level Three –
  - a. If the aggrieved person is not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered with seven (7) school days after discussion of the grievance, they and/or the Association may file the grievance in writing with the Superintendent within seven (7) school days.



- b. Within seven (7) school days after receipt of the written grievance, the Superintendent will meet with the aggrieved person and a representative of the Association in an effort to resolve it. The Superintendent shall submit their decision in writing to the aggrieved person and the Association within seven (7) school days after the meeting.
4. Level Four –
    - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision had been rendered within seven (7) school days after presentation of the grievance, they may file the grievance with the Association or its designee for transmittal to the Board within seven (7) school days.
    - b. By the date of the next regular Board meeting after receipt of the written grievance by the Board, the Board will meet with the aggrieved person and a representative from the Association in an effort to resolve it. The Board will submit its decision in writing to the aggrieved person and the Association within seven (7) school days of the meeting.
    - c. It is agreed that the Board will hear the grievance. Once a decision has been rendered by the Board, the grievance process has been completed.

#### **9.4 Rights to Representation**

1. No reprisals of any kind will be taken by the Board or by any member or representative of the administration against any aggrieved person, any party in interest, any grievance representative, any member of the Association's professional rights and responsibilities committee or any other participant in the grievance procedure by reason of such participation.
2. An employee may be represented at all stages of the grievance procedure by themselves or, at their option, by a grievance representative selected by the Association or legal counsel. If an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### **9.5 General Provisions**

1. Time Limits – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year-End Grievance – In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.
3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will commence at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved person who wishes to do so.



4. When it is necessary for a grievance representative, member of the professional rights and responsibilities committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, they will, upon notice to their principal or immediate superior by the Association or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employee, whose appearance in such investigations, meetings, or hearings as a witness is necessary, will be accorded the same right.
5. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Such personnel file is maintained in the Education Support Center. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Board and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be shared equally by the Board and the Association.



## **10 Compensation**

### **10.1 Placement on Column**

Each employee shall be eligible for and shall receive the highest salary to which their highest degree and additional graduate hours entitle them. On the employees' salary schedule, each vertical column shall represent an earned degree from an accredited institution of higher learning or an intermediate column between earned degrees representing additional earned graduate credit semester hours not already counted in an earned degree. Columns after the BS and/or MS shall include hours of credit earned after the graduation date of the employee's respective degree. To be eligible for a degree column, the employee must have earned the degree that column specifies. These must be graduate hours in education or graduate hours related to their content area, hours taken in their professional field or graduate hours that have been approved by the Superintendent of Schools.

Speech Language Pathologists who have their Certificate of Clinical Competence in Speech Language Pathology will be in the Tier 2 column of the SLP Salary Schedule.

### **10.2 Placement on Step**

At the time of employment each employee shall be placed on the highest numbered step for which they qualify on the column for which they qualify. The employee may move to the next higher step for each subsequent year. Employees employed full time for one (1) full semester of a school year may be given credit for one (1) year of experience. The employee may not be placed at a step higher than the step in which they are qualified minus the steps "frozen" for current Maize employees. The Superintendent may grant credit on the salary schedule for up to seven (7) years of relevant industry, Peace Corps, National Teacher Corps, Vista, Armed Forces or similar experience instead of licensed experience.

### **10.3 Longevity Payment**

Employees at Step 22 for the previous contract year and do not have additional steps available will receive a \$850 longevity payment paid equally over 12 months. This amount will be prorated based on a 1.0 FTE.

### **10.4 Movement to New Column**

Employees who advance from one column to another shall move to the corresponding eligible step on the high column. For an employee to advance from one vertical column to another, they shall file official transcript or copy thereof of additional educational credit with the Superintendent or his/her designee no later than thirty (30) days after the beginning of each semester, and pay adjustments shall be retroactive to the beginning of the same semester.

### **10.5 Earned Benefit**

Upon retirement and submitting KPERS application:

1. An employee having twenty (20) years of total professional experience or being at least 55 years of age, the employee will be paid 100% of their accumulated days of temporary leave at the rate of \$65 per day.



2. The employee will be paid \$100 for every year over 10 years of service in the district and/or SCAESIC 618. Years of service in SCAESIC 618 will only be considered for employees who transfer in the 2021-22 school year.
3. Employees planning to retire will be eligible to receive compensation for advanced written notice of retirement as follows:
  - Notice given by January 1 will receive \$500
  - Notice given by February 1 will receive \$300
  - Any notice given on February 2 or later will not receive compensation. Compensation will be paid in June following retirement.

### **10.6 Compensation for Chargeable Temporary Leave**

After an employee has accumulated eighty-four (84) days of chargeable temporary leave, at the end of each year the Board will compensate the employee \$100.00 for each day in excess of the accumulated days.

### **10.7 Termination of Employee**

If an employee resigns or is terminated for any cause before that employee has served a full school year, then their salary shall be adjusted and paid as follows: A fractional part of a year's service shall be paid on the basis that the number of contract days worked bears to the total number of contract days in the contract year.

### **10.8 Placement of Part-Time Employees**

Part-time employees shall receive the proportional amount of a full-time salary on the proper step and column based on hours and amounts of work.

### **10.9 Salary Deductions**

Within thirty (30) days after receipt of written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for:

1. Association dues (NEA, KNEA, and MEA). Such authorization shall continue in effect from year to year. Pursuant to such authorization the Board shall deduct one-tenth (1/10<sup>th</sup>) of such dues from the regular salary check of the employee each month for the ten (10) months beginning November and ending in August of each year. Any balances due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorization existing on the effective date of this agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing on an MEA/KNEA Membership Release Form by the employee to the MEA President by August 31 of any school year. The Association will notify the payroll clerk of the membership cancellation. The Board shall send payment to the Association for the total monthly deduction of the professional dues at the time other monthly payroll deductions payments are made.
2. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of the above paragraph of the authorization form.
3. Other plans jointly approved by the Association and Board.



## 10.10 Method of Payment

Pay Period: Each employee shall be paid in twenty-four (24) semi-monthly installments on the 15<sup>th</sup> and 30<sup>th</sup> of each month. The first installment will be September 15. Employees new to the District will receive twenty-five (25) payroll installments starting August 30.

Per Kansas Statute 74-4940, any employee who wants the balance of their contract paid in one lump sum following the completion of their contractual obligations, shall make such a request by April 1. A written authorization under this subsection shall remain in effect until revoked in writing by the member filing the authorization. So long as the authorization of such member remains in effect, the balance of the member's contractual compensation shall be paid each school year in accordance with the provisions of this subsection. Such payment shall be made no later than June 30 of the school year.

If it is determined that an employee has been placed on the incorrect step of the salary schedule, or has received an incorrect amount of compensation in the year in which the contract is issued, an adjustment will be made to correct the error if such error is identified on or before the third Friday of May. Corrections will not be retroactive to previous fiscal years.

## 10.11 Substitute Teaching

1. When an employee is asked to give up a planning period by the administration for substitute teaching, the employee will be compensated at the current pay of a licensed substitute in proportion to the actual amount of time so worked.
2. In those cases, where regular substitutes are not available and two (2) classes are to be combined for the day or a part thereof, the employee in charge shall be paid, in addition to his/her regular salary, the current rate of a licensed substitute's pay. If the classes are divided between two (2) or more employees, each employee teaching any part of the split class shall receive the current daily rate of pay of a licensed substitute in proportion to the actual amount of time worked.

## 10.12 Overload Teaching

When a teacher agrees to teach during plan period for a term, semester, or year, the teacher will be compensated a daily rate of pay equaling one (1) class period of the teacher's salary and corresponding plan time (see below) for one (1) period for the term of the class.

Overload Calculation Examples:

- a. 4 Period Day
  1. Total Contract Amount Divided by Total Contract Days = Daily Rate
  2. Daily Rate Amount Divided by 4 = Class Period Rate
  3. Class Period Rate Divided by 4 = Plan Time Overload Rate
  4. Class Period Rate + Plan Time Overload Rate = Daily Overload Rate
  5. Daily Overload Rate X Number of days of overload = Overload Compensation
- b. 5 Period Day
  1. Total Contract Amount Divided by Total Contract Days = Daily Rate
  2. Daily Rate Amount Divided by 5 = Class Period Rate
  3. Class Period Rate Divided by 5 = Plan Time Overload Rate
  4. Class Period Rate + Plan Time Overload Rate = Daily Overload Rate
  5. Daily Overload Rate X Number of days of overload = Overload Compensation



### **10.13 Mileage Allowance**

Any employee that is required or requested to use their personal automobile as a regular condition of employment or for other business of the district shall be reimbursed for their expenses each semester based on the rate per mile established by the Secretary of Administration of the State of Kansas which is in effect at the beginning of the fiscal year. All such requests for mileage reimbursement must have prior approval of district administration.

### **10.14 Non-Curricular Assignments & Pay**

Employees working non-curricular assignments shall be paid \$15 per hour. Time will be rounded to the nearest quarter hour. Non-Curricular extra duty includes work at school sponsored activities where the work does not require a licensed professional. Examples include working athletic events, chaperoning school activities, supervising detention, and student drop off or pick up supervision.

All licensed staff members are eligible for all non-curricular assignments for which they are trained. All non-curricular assignments and training will be posted in all buildings. All extra duty assignments beyond the regular school day will be voluntary. After having volunteered and the employee is then unable to complete the assignments, it will be their responsibility to find an employee replacement and notify the administration. Payment for professional work may be turned in on an ongoing basis and paid on the next regular payroll.

### **10.15 Curricular / Professional Assignments**

Employees working extra duty curricular assignments shall be paid \$25 per hour. Time will be rounded to the nearest quarter hour. Curricular extra duty includes work that requires a licensed professional or is directly tied to the licensed professional's primary job. Extra duty should be outside of contract hours except when compensating the employee for missed plan time. Examples include attending mandatory departmental grade level meetings called by administration outside of contract hours, additional parent teacher conferences, work on district committees, district coordinated work on curriculum / pacing guides.

1. Compensation for Individual Education Plan meetings conducted beyond the duty day:
  - a. Employees shall be compensated for IEP meetings conducted outside the duty day beginning with the 6<sup>th</sup> extra-duty IEP meeting and for any other extra-duty IEP meetings for the remainder of the contract year.
2. Payment for professional work may be turned in on an ongoing basis and paid on the next regular payroll. All requests must be submitted by the fifth business day following the end of the spring semester.



**10.16 Salary Schedules**

**10.16.1 Salary Schedule**

STEP	BS	BS 12	BS24	BS+36	MS	MS+12	MS+24	MS+36	PhD/EdD/ MS+MS/ EdS
1	\$50,541	\$51,199	\$51,857	\$52,515	\$53,284	\$54,052	\$54,931	\$55,808	\$56,248
2	\$51,089	\$51,748	\$52,406	\$53,064	\$53,834	\$54,601	\$55,589	\$56,466	\$56,905
3	\$51,638	\$52,296	\$52,955	\$53,613	\$54,382	\$55,259	\$56,248	\$57,127	\$57,564
4	\$52,187	\$52,845	\$53,503	\$54,162	\$55,041	\$55,917	\$56,905	\$58,003	\$58,443
5	\$52,736	\$53,394	\$54,052	\$54,820	\$55,698	\$56,577	\$57,564	\$58,881	\$59,321
6	\$53,284	\$53,943	\$54,710	\$55,479	\$56,357	\$57,236	\$58,224	\$59,759	\$60,528
7	\$53,834	\$54,601	\$55,369	\$56,138	\$57,015	\$57,893	\$58,881	\$60,966	\$61,735
8	\$54,491	\$55,259	\$56,029	\$56,796	\$57,674	\$58,552	\$59,759	\$62,174	\$62,942
9	\$55,150	\$55,917	\$56,686	\$57,454	\$58,333	\$59,431	\$60,966	\$63,381	\$64,259
10	\$55,808	\$56,577	\$57,345	\$58,112	\$59,210	\$60,638	\$62,174	\$64,697	\$65,576
11	\$56,686	\$57,458	\$58,228	\$59,220	\$60,322	\$62,084	\$63,737	\$66,272	\$67,152
12	\$57,347	\$58,117	\$59,110	\$60,101	\$61,533	\$63,407	\$65,060	\$67,594	\$68,475
13	\$58,008	\$58,999	\$59,991	\$61,313	\$62,745	\$64,728	\$66,381	\$68,915	\$69,797
14	\$58,008	\$59,881	\$60,873	\$62,525	\$64,068	\$66,050	\$67,703	\$70,237	\$71,119
15	\$58,008	\$60,763	\$61,755	\$63,847	\$65,390	\$67,374	\$69,026	\$71,780	\$72,661
16	\$58,008	\$61,643	\$62,635	\$65,169	\$66,712	\$68,695	\$70,347	\$73,322	\$74,204
17	\$58,008	\$61,643	\$63,958	\$66,492	\$68,033	\$70,017	\$71,670	\$74,865	\$75,746
18	\$58,008	\$61,643	\$65,280	\$67,814	\$69,356	\$71,328	\$73,213	\$76,408	\$77,289
19	\$58,008	\$61,643	\$66,601	\$69,135	\$70,679	\$72,661	\$74,754	\$77,950	\$78,831
20	\$58,008	\$61,643	\$67,924	\$70,458	\$72,000	\$74,204	\$76,298	\$79,493	\$80,373
21	\$58,008	\$61,643	\$67,924	\$71,780	\$73,543	\$75,746	\$77,839	\$81,035	\$81,916
22	\$58,008	\$61,643	\$67,924	\$73,322	\$75,085	\$77,289	\$79,383	\$82,598	\$83,458



**10.16.2 Nurses Salary Schedule**

STEP	BS	BS +12
1	\$51,528	\$52,187
2	\$52,077	\$52,736
3	\$52,625	\$53,284
4	\$53,175	\$53,834
5	\$53,722	\$54,382
6	\$54,271	\$54,931
7	\$54,820	\$55,479
8	\$55,369	\$56,029
9	\$55,917	\$56,577
10	\$56,466	\$57,126
11	\$57,237	\$57,897
12	\$57,788	\$58,449
13	\$58,338	\$58,999
14	\$58,890	\$59,550
15	\$59,440	\$60,101
16	\$59,991	\$60,652
17	\$60,542	\$61,204
18	\$61,093	\$61,755
19	\$61,643	\$62,305
20	\$62,195	\$62,857
21	\$62,745	\$63,407
22	\$63,296	\$63,958



**10.16.3 Psych / SLP Salary Schedule**

STEP	SLP Tier 1	SLP Tier 2	Psychologist
1	\$57,289	\$58,168	\$60,254
2	\$57,839	\$58,827	\$60,912
3	\$58,497	\$59,484	\$61,570
4	\$59,156	\$60,363	\$62,449
5	\$59,815	\$61,241	\$63,326
6	\$60,472	\$62,119	\$64,533
7	\$61,131	\$63,326	\$65,740
8	\$61,789	\$64,533	\$66,948
9	\$62,668	\$65,740	\$68,265
10	\$63,875	\$67,058	\$69,581
11	\$65,335	\$68,640	\$71,174
12	\$66,657	\$69,962	\$72,496
13	\$67,979	\$71,285	\$73,819
14	\$69,301	\$72,606	\$75,140
15	\$70,623	\$74,258	\$76,793
16	\$72,276	\$75,911	\$78,445
17	\$73,928	\$77,563	\$80,098
18	\$75,581	\$79,218	\$81,751
19	\$77,234	\$80,870	\$83,404
20	\$78,887	\$82,523	\$85,056
21	\$80,539	\$84,175	\$86,709
22	\$82,192	\$85,828	\$88,361



### 10.17 Supplemental Contracts

Supplemental contract amounts are a percent of the base teacher contract amount on the Salary Schedule.

#### Activities & Sports

Sport/Activity	High School		Middle School		Intermediate	Elementary
	Head	Coord/Asst	Head	Assistant		
Art Club	2%					
Baseball	14%	9%				
Basketball, Freshman (boys or girls)	9%	8%				
Basketball, Varsity (boys or girls)	18%	9%	9%	7%		
Bowling	8%	5%				
BPA	8%	5%				
Broadcast Prep & Production			5%		5%	
Cheerleading	16%	10% / 7%	8%	6%		
Chess Club	3%					
Circle of Friends	2%					
Class Sponsor - Freshman	2%					
Class Sponsor - Junior	4%					
Class Sponsor - Senior	4%					
Class Sponsor - Sophomore	2%					
Color Guard		5%				
Cross Country (boys & girls)	13%	7%	7%	6%		
Crossing Guard (am or pm)	5%		5%		5%	5%
Dance	10%	5%	7%	5%		
Debate	*	4%				
Director for Musical	4%					
Drama	*		5%		5%	
Esports	5%	3%				
FCCLA	3%					
FFA	8%					
Flag Football	6%	4%				
Football, Freshman	9%	8%				
Football, Varsity	18%	11% / 9%	9%	7%		
Forensics	*	4%				
French Club	2%					
German Club	2%					
Golf	9%	6%				
KAYS	8%		6%		6%	
LETRS Local Certified Facilitator	6%		6%		6%	6%



Literacy Tutor						8%
Lunchroom Supervisor	7%		7%		7%	7%
M-Club	2%					
Maslow's Pantry	6%					
Math Club	2%					
Music Director - Music	4%					
Newsmagazine	9%					
Newspaper	*		5%		5%	
NHS	4%					
Pep Club	2%					
Percussion		5%				
Pit Orchestra	4%					
Powerlifting	8%	7%				
Robotics	8%	5%				
Rubik's Cube	4%		4%			
SAFE (formerly SADD)	2%		2%			
Scholar's Bowl	8%	4%	5%	4%		
Science Club	2%					
Science Olympiad (HS/MS combined)	8%	5%				
Soccer (boys or girls)	14%	8%				
Softball	14%	9% / 8%				
Spanish Club	2%					
Stuco	7%		6%		6%	
Swimming (boys or girls) HS combined	8%	6%				
Technical Director of Theater	6%					
Tennis (boys or girls)	9%	6%	7%	6%		
Thespians	4%					
Track (HS - boys or girls / MS combined)	14%	8%	9%	7%		
Trap Shooting	7%					
Tri-County Sports	5%					
Unified Bowling	5%					
Volleyball	14%	8%	9%	7%		
Weight Lifting, off season	3%		2%			
Wrestling (boys or girls)	18%	9%	8%	7%		
Yearbook	*		8%		8%	3%

\* Positions are tied to classroom assignments



**Leadership**

Advance Placement Coordinator	2%
Counseling Coordinator	8%
Department Head - HS Core Areas	4%
Department Head - HS Non-core Areas	3%
Department Head - 5-8	3%
Department Head - Special Education or Related Services	4%
Grade Level Chair - Pre-K - 4	3%
Head Counselor - Pre-K - 4 (district-wide)	4%
Head Counselor - 5-8	5%
Head Counselor - High School	6%
Librarian of Record	3%
Nurse Coordinator	10%

**Classroom**

<b>Positions requiring work outside of the duty day</b>	<b>High School</b>	<b>Middle</b>	<b>Intermediate</b>	<b>Elementary</b>
Band, Director	16%			
Debate	9%			
Drama	9%			
Forensics	8%			
Instrumental		7%	5%	
Newspaper	9%			
Orchestra	9%	7%	5%	
ProStart	8%			
Streaming Coordinator (fall or winter)	3%			



Video Production Assistant	3%			
Video Production Broadcasting	9%			
Vocal Music	9%	7%	5%	5%
Yearbook	9%			

<b>Classroom teachers or fully embedded related service providers* with additional duties or risk</b>	<b>All Grades</b>
Advanced Placement Instructor	2% per test
FAA	7%
Hearing Impaired	7%
Hope Learning Center	12%
Life Skills	7%
Positive Behavior Support	7%
Structured Learning	7%
Visually Impaired	7%

*Items in this category do not stack.*

*\*The fully embedded related service provider is: 1) A licensed related service provider administratively assigned full-time and embedded in one of the above classrooms or sites alongside a teacher of record 2) Is actively and consistently integrated into the daily learning environment and ongoing planning and instruction of students with disabilities in the assigned classroom, rather than providing related services in isolation or outside the classroom.*



### **10.18 New Supplemental Positions**

The establishment of new supplemental salary positions shall be within the sole discretion of the Board of Education. The Superintendent shall have the authority to set the initial salary of any new supplemental position, based on area salary comparisons and the existing supplemental salary schedule.

The bargaining unit will be notified immediately of the new position and its initial salary. Either the Board or the bargaining unit may request the initial salary be reviewed at the next regular contract negotiations.

### **10.19 Supplemental/Stipend Duty Committee**

The Supplemental Duty Committee shall be a standing committee that meets annually to review the supplemental salary schedule for the possible addition of new positions and to review equity within the schedule and equity with other districts. The committee will continue to study the balance between academic and non-academic pay levels. The board will retain the right to decide if the positions on the supplemental salary schedule will be filled.

The committee shall be composed of:

- High School academic representative
- 5-8 Center academic representative
- High School coaching representative
- High School athletics director (1)
- Middle school coaching representative
- Middle School athletics director (1)
- Chief Financial Officer
- Fine arts representative
- Executive Director of Human Services
- Principal from each level (PK-4, 5/6, 7/8, 9-12)
- One (1) Pre K-6 regular education teacher representative
- One (1) Pre K-6 special education teacher representative
- MEA IBB member, if not already occupying an aforementioned role

MEA shall appoint the teacher members to the committee. The Superintendent shall appoint the administration members to the committee. Representatives shall be chosen to represent a variety of activities. For example, not all the fine arts representatives shall be from band and not all the coaching representatives shall be from the same sport.

The Chief Financial Officer shall chair the committee and assure all deadlines are met.

An MEA IBB member (appointed by MEA) will co-chair the committee and assist the CFO in assuring all deadlines are met.



The committee shall survey the staff each fall requesting information on extra work being done.

The committee shall not recommend elimination of positions or reduction of compensation for a position without individual notice to the affected persons.

The committee shall report its findings to the Superintendent and the MEA President prior to February 15 of each year so that either the board or the teachers may notice appropriate items for negotiations.

### **10.20 Extended Learning Program I Compensation**

1. Extended learning programs (ELP) requiring direct instruction (summer school, extended school year, face to face driver's ed instruction, and extended learning opportunities (ELO)), will be paid at 5.0% of the current contract base when employees have 60 contact hours. If ELP is less than 60 contact hours, the amount paid will be based on the same percentage of the base but adjust accordingly. Employees will not be allowed to use their accumulated chargeable temporary leave during summer school employment.

### **10.21 Driver Education Compensation**

Instructor Pay for each term (5 terms consisting of 4 school terms and a summer term)

1. Coordinator(s) responsible for the administrative and clerical tasks of the program will be paid \$20 per month per student.
2. Teacher(s) supervising the online learning portion will be paid \$20 per month per student.
3. Driving instructor(s) will be compensated at \$220 per student driver.

### **10.22 Compensation for Master's Degree Course Work**

Employees voluntarily working toward their first master's degree in education or related to their content area, which have not reached the master's level on the salary schedule, shall be compensated for completion of course work resulting in award of a Master's Degree as follows:

4. The degree must be conferred by a college or university accredited by North Central Accrediting Association of Colleges and Schools, or a comparable agency.
5. The staff member seeking compensation through this plan shall provide an official transcript to the Superintendent of Schools or his/her designee within six months of degree completion to qualify for compensation.
6. Successful participants shall receive one-time compensation up to \$3,300 based on years of service in the district.

Upon completion of the master's degree, the teacher will be compensated using the following scale:

- If in the 1<sup>st</sup> year of a contract \$0
- 2<sup>nd</sup> year of a contract \$500
- 3<sup>rd</sup> year \$1,000
- 4<sup>th</sup> year \$1,500
- 5<sup>th</sup> year \$2,000
- 6<sup>th</sup> year or more \$3,300



Employment is deemed to have begun upon completion of one day of the contract period.

7. Compensation shall be made after official copies of the employee's transcript have been received by the Superintendent or designee.
8. Compensation for a second Master's degree, following the same guidelines above, shall be available in certain situations determined to be mutually beneficial to the teacher and the district.
  - a. The additional degree will qualify the teacher to teach dual credit courses.
  - b. The teacher agrees to teach said courses for a minimum of three (3) years.
  - c. Pre-approval of the Superintendent or designee is required.
  - d. After compensation, should a teacher at their own discretion, fail to teach the agreed upon course or courses for three (3) years, compensation shall be returned to the district prorated for the length of time coursework was taught.

Compensation collected by the employee under this provision will be reimbursed to the district if the teacher, at his/her discretion, elects not to teach dual credit courses consistent with the intention of acquiring a Master's degree under this provision. If reimbursement is not paid within the contract year of declining to teach said course(s), the damages may be deducted from the employee's final check. Teachers unable to fulfill the three-year obligation at no fault of their own, such as a spouse's work relocation or family illness, may have reimbursement obligation waived by the Board of Education.

9. Compensation for Master's Degree Coursework Required for Categorical Aid-Special Education – Staff assigned to teach special education while earning a Master's degree and working under the provisions of a waiver of provisional licensure shall be required to enroll in and successfully complete a minimum of six (6) credit hours per year. Reimbursement for coursework will be available upon successful completion of each course, meeting the following criteria:
  - The reimbursement rate shall not exceed \$300 per credit hour and shall not exceed 30 credit hours.
  - A Plan of Study will be completed and approved by the Superintendent or designee prior to beginning coursework.
  - The teacher must complete a minimum of six (6) credit hours per year.
  - Only courses listed on the plan of study are eligible for reimbursement.
  - The teacher must complete a Master's Degree within five (5) years of beginning coursework.
  - The teacher must pass any/all required tests related to the dismissal of their waiver status.
  - The teacher must remain employed as a full-time teacher for a minimum of two (2) full school years after receiving reimbursement funds.

If the teacher terminates employment prior to the two (2) year commitment, they will reimburse the district the amount paid by the district.

### **10.23 National Board Certification**

Each teacher who achieves National Board Certification through the National Board for Professional Teaching Standards shall receive a sum of \$1,000.00 from the district upon certification. An additional \$1,000.00 shall be paid to the teacher after five (5) years of continuous employment with the Maize School District.

### **10.24 Course Acquisition and Course Recovery**



For course acquisition and credit recovery, the professional employee will be paid \$20 per student/per month to manage students enrolled in the course, when the course is outside regular teaching schedule.

### **10.25 Certification / Endorsement Acquisition Reimbursement**

As needed, the district, in its sole discretion, may enter into a tuition reimbursement agreement with employees as needed to address instructional needs within the district. The agreement must meet the following criteria:

- The reimbursement rate shall not exceed \$300 per credit hour and shall not exceed 18 credit hours.
- Reimbursement shall be funded using federal funds whenever possible.
- A Plan of Study will be completed by the employee and approved by the Superintendent or designee prior to beginning coursework.
- The employee must complete a minimum of one (1) course per year.
- The employee must complete coursework and be endorsed within three (3) years of beginning coursework.
- The employee must pass the endorsement test and receive the endorsement prior to the reimbursement. The district will reimburse for the cost of a test meeting or exceeding the passing score standard.
- The employee must remain employed as a full-time teacher for a minimum of two (2) full school years after receiving reimbursement funds.

If the employee terminates employment prior to the two (2) year commitment, they will reimburse the district the amount paid by the district.



## **11 Fringe Benefits**

### **11.1 Fringe Benefit Program**

The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement once annually to cover all premiums for the employee's selected benefits. Once the annual allocation for each selected benefit is made, no change will be allowed except to address fluctuations in health care premiums and qualifying events such as death of spouse, divorce, birth or adoption of a child.

### **11.2 Salary Reduction Agreement**

Each employee executing a salary reduction agreement for benefits shall allocate an annual sum to be used for the purchase of:

- (1) Health Insurance
- (2) Medical Reimbursement Account (up to a maximum of \$2,500/year per teacher)
- (3) Term Life
- (4) Salary Protection Insurance
- (5) Cancer Insurance
- (6) Child Care
- (7) Dental Insurance
- (8) Vision Insurance
- (9) Annuities (403b)

### **11.3 Benefit Coverage Description Provision**

The Board shall provide each employee a description of the benefit coverage provided herein within ten (10) days of beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the Board shall provide applications, and when necessary, information about the program.

### **11.4 Life Insurance**

The Board will carry a \$50,000 term life insurance policy on each employee.

### **11.5 District Health Insurance**

The Board shall contribute \$460 per month toward the premium cost of each employee who elects a single health insurance plan offered by USD 266. The Board shall contribute \$572 per month toward the premium cost of each employee who elects single plus spouse or single plus children health insurance plan offered by USD 266. The Board shall contribute \$706 per month toward the premium cost of each employee who elects a family health insurance plan offered by USD 266. This benefit shall be paid to each eligible employee regardless of whether or not their spouse is also eligible for the same benefit. A Benefits Advisory Committee which includes an MEA appointed member shall meet annually to review benefits and evaluate options.

### **11.6 Retirement Contribution**



The Board shall provide a matching contribution towards a 403(b) retirement account of \$25 per month. Employees will be vested in the Board's contribution at a rate of 20 percent per year and shall be fully vested after 5 years.



## **12 Evaluation**

The Board of Education of Maize USD 266 has adopted a written policy of personnel evaluation procedure in accordance with the provisions of K.S.A. 72-9003.

### **12.1 Evaluation Procedures**

Employees will be evaluated by a building administrator in accordance with Article 90-K.S.A. 72-9001 et seq. Every employee in the first two (2) consecutive school years of employment shall be evaluated at least one (1) time per semester by not later than the 60<sup>th</sup> school day of the semester, except that any employee who is not employed for the entire semester shall not be required to be evaluated; and that every employee during the third or fourth years of employment shall be evaluated at least one (1) time each school year by not later than February 15; and that after the fourth year of employment every employee shall be evaluated at least once in every three (3) years by not later than February 15 of the school year in which the employee is evaluated. Whenever any evaluation is made of an employee, the written document thereof shall be presented to the employee, and the employee shall acknowledge such presentation by his or her signature thereon. At any time not later than two (2) weeks after such presentation, the employee may respond thereto in writing.

### **12.2 Evaluation Forms**

All employee evaluations are to be made in writing on the forms adopted by the Board for such purpose. The evaluation documents and responses thereto are to be maintained in a personnel file for each employee for a period of not less than three (3) years from the date each evaluation is made. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the Board, the appropriate administrative staff members designated by the Board, the School Board attorney upon request by the Board, the State Board of Education as provided in K.S.A. 72-7515, the Board and administrative staff of any school district to which such employee applies for employment, and other persons specified by the employee in writing to his or her board.

### **12.3 Performance Improvement Plan**

Any employee who is struggling to meet performance expectations may be put on a Performance Improvement Plan (PIP). A PIP is supportive in nature. The PIP will outline specific areas of performance deficits and resources available to the employee to improve. The building administrator will typically initiate the PIP, but the employee may also request a formal PIP.

### **12.4 Amendments**

Any amendments to the original policy shall be developed by the Board in cooperation with persons responsible for making evaluations and the persons who are to be evaluated, including MEA members, and, to the extent practicable, consideration shall be given to comments and suggestions from other community interest.



### **13 Duration of Agreement**

This contract shall become effective July 1, 2026 and will terminate June 30, 2027.

\_\_\_\_\_  
Signature for the Association/Date

\_\_\_\_\_  
Signature for the Board/Date



**14. Appendices**



## **Appendix A – Committee Work**

The following committees will provide recommendations to the MEA president and Superintendent before Spring Break 2027.

### **Parental Leave**

Chairs: MEA Representative, Human Resource Director

Charge:

1. Explore options for paid parental leave and provide a recommendation.

### **Chargable Temporary Leave**

Chairs: MEA representative, Human Resources Executive Director, CFO

Charge:

1. Review leave usage
2. Review future rollover limits
3. Seek feedback from staff and administrators on impacts of policy change
4. Review attendance at Professional Development



**Appendix B - TeleHealth**

For the 2026-27 insurance plan year, the district will contribute \$1.00 per month per employee towards the cost of the district offered telehealth plan.



**CONTRACT**

It is hereby agreed, by and between the Board of Education of the Maize Unified School District No. 266 in Sedgwick County, State of Kansas, hereinafter called "Board", and (Insert Name), hereinafter called "Employee" that the Employee is hereby employed by the school district for the amount of days indicated per the 2026-2027 Negotiated Agreement and to perform the following services in conformity with Kansas Law and the policies of the Board:

- To perform the duties and responsibilities customarily performed by the assignment listed below.
- To work all days as outlined in the 2026-2027 Negotiated Agreement and approved calendar.
- To make and file all reports required by the Board, Superintendent, Building Principals or other supervisory staff.
- To attend professional meetings authorized by the Board or Superintendent.
- To cooperate with the administrators, teachers and other professionals in planning and coordinating the education program.
- To perform such school services as may be assigned ~~mutually agreed upon~~ by the Board or designee ~~and Employee~~.

For these services the Board agrees to pay the Employee an annual salary paid in equal installments. The contract is subject to being void if the Employee fails to have on file with the Board during employment a valid License/Certificate for the work he/she is employed to perform.

Both parties understand and agree conviction of a criminal offense as specified in Kansas Statute will result in a termination of this contract.

Listed below is the Employee's current assignment and building.

<b>Assignment</b>	<b>Building</b>	<b>Lane</b>	<b>Credits</b>	<b>Step</b>	<b>Contract</b>
ELA Teacher	Maize High	BS	+24	10	\$55,540