GREAT BEND
PUBLIC SCHOOLS · USD 428

NEGOTIATED AGREEMENT

JULY 1, 2026--------JUNE 30, 2027



GREAT BEND- NATIONAL EDUCATION ASSOCIATION

AND

GREAT BEND BOARD OF EDUCATION

RATIFIED 6/8/2026

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AGREEMENT REACHED BY DIALOGUE TEAM

LICENSED EMPLOYEES' AGREEMENT

Date: 5/14/26

GB-NEA	**BOARD OF EDUCATION**
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Agreement ratified by:

Great Bend-National Education Association on 5/14/26
Unified School District 428 Board of Education on 6/8/26

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ARTICLE I – RECOGNITION

The Board recognizes the Great Bend-NEA as the exclusive representative of the licensed employees, other than administrative personnel, for purposes of negotiation. Student & family advocates, nurses, and speech pathologists hired prior to the 2010-2011 agreement shall remain in the group for purposes of negotiations. Continued recognition shall be in accordance with appropriate state statutes.

ARTICLE II -- NEGOTIATIONS PROCEDURES

It is understood and agreed that negotiating teams can best perform their functions when guided by established procedures and that agreement as to such procedures is a proper subject of negotiation.

The Great Bend National Education Association and the Board of Education of Unified School District 428 agree that the *Licensed Employees' Agreement* provisions set forth in Article IV, Sections 1, 2, and 3 will be followed by the Association and the Board of Education when either feels that any term or terms of the *Licensed Employees' Agreement* have been violated.

ARTICLE III -- GENERAL PROVISIONS

SECTION 1 -- ORGANIZATIONAL RIGHTS OF LICENSED EMPLOYEES

A. The Board of Education recognizes the right of licensed employees to organize and maintain associations for purposes of negotiation and the advancement of education and their profession.

B. The Board of Education views the continued professional growth and efficiency of the employees as duties and responsibilities within the scope of their employment. The employee is encouraged to continually seek growth within the profession. The employee shall not be discouraged from maintaining membership in any professional organization.

C. Support of the local Association by the Board shall include the allocation of time and money for staff participation at professional meetings that are involved in improvement of instruction and are authorized by the Board. Other professional meetings or attendance at such meetings shall be financed by the local Association or their individual members, unless such expenditure is approved by the Board.

D. Released time may be provided to the president and/or the president-elect of the GB-NEA when requested to appear before civil, professional, and other groups to discuss educational matters. The request for said time should be made to the building principal three (3) days in advance when possible and will be granted when adequate substitutes can be provided. This leave shall not exceed ten (10) absences.

E. The president of the GB-NEA or his/her designee shall be granted release time to attend school board meetings when those meetings are held during the duty day. This pertains to those meetings held in which official and binding action can be taken by the Board.

F. Reproduction and Distribution of the Negotiated Agreement. Within forty-five (45) days of ratification by both parties USD 428 will post the *Licensed Employees' Handbook* on the district's web site. Additionally, USD 428 will provide a paper copy of the negotiated agreement to each requester and will also provide twenty-five (25) paper copies to the Association.

SECTION 2 -- SAVINGS CLAUSE

Nothing herein shall be construed to limit the statutory power and duty of the Board to make, amend, or execute decisions and policies that are necessary to operate and maintain the teaching program and schools and to otherwise carry out its lawful rights and responsibilities. Neither shall anything in this policy or in the individual contract of which it is a part be construed to limit the lawful power and duty of the superintendent. Any portion of this policy or the individual contract of which it is a part or any action taken thereunder which is contrary to law shall be null and void, but the remainder of the policy or contract shall remain in full force and effect.

SECTION 3 -- CONTRACT AGREEMENT

When there is a conflict between this Agreement and any Board policy made unilaterally, the Agreement shall control. The Agreement shall not be altered, amended, or changed except in writing approved by both the Board and Association, and which writings shall be appended hereto and become a part hereof.

SECTION 4 -- HOLDOVER

In the event that the Board and the Association shall fail to secure a Successor Agreement, as provided in Article II, prior to the termination of this Agreement, this Agreement shall continue in force and effect in all its terms and conditions until the Successor Agreement is reached; however, such extended period shall not be for any longer period than may be allowed by applicable statutes.

SECTION 5 -- SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order of decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise be obtained.

SECTION 6 -- REFERENCE CLAUSE

A. The policy set forth herein shall be included by reference in the contracts of all licensed employees employed by Barton County USD 428, Great Bend. This policy, entitled *Licensed Employees' Agreement*, shall be made a part of the employees' individual contract, with the same force and effect as though fully set therein; and it shall constitute Board policy.

B. The format of the *Licensed Employees' Agreement* handbook shall be jointly determined by the Board and the Association.

SECTION 7 -- MINUTES

The Clerk of the Board of Education shall provide for the Association, to be distributed to the Association's president or designee, a current, accurate, and appropriate copy of the official agenda and minutes of each meeting of the Board of Education. The Board of Education minutes shall include all addendum, reports, and bills paid.

SECTION 8 -- FAIR PRACTICES

The Board and Association are in agreement with an established fair employment policy and practice providing that there should be no discrimination by either party against any employee, prospective employee, or prospective Association member on the basis of race, creed, color, national origin, sex, or marital status.

SECTION 9 -- EMPLOYEE REQUEST FOR RELEASE FROM CONTRACT

A. It is recognized that a teacher may need to resign employment before the end of a contract year. It is also recognized that the Board will incur costs that cannot be fully known; therefore, it is appropriate to establish liquidated damages for a later resignation. Liquidated damages will be assessed according to the following tiers: Resignation Date Liquidated Damages Amount. Teachers have the right to request that the Board waive liquidated damages.

- After the second Friday following the third Friday in May, but on or before June 30 - $1,000
- July 1 through July 15, inclusive - $2,000
- July 16 through July 30, inclusive - $3,000
- August 1 Or Later -$4,000

B. The Board reserves the right, in its sole discretion, to waive liquidated damages. If a suitable replacement is found, liquidated damages will be waived.

ARTICLE IV -- GRIEVANCE PROCEDURE

SECTION 1 -- DEFINITIONS

A. A *grievance* shall mean a complaint by an employee or employees that there has been a violation, a misinterpretation, or inequitable application of the provisions of this Agreement.

B. The term *days*, except when otherwise indicated, shall mean working school days.

SECTION 2 -- GENERAL PROVISIONS

A. The purpose of this procedure is to secure, at the lowest possible level and without fear of reprisal or prejudice, equitable solutions to the problems which may from time to time arise.

B. Nothing herein contained will be construed as limiting the right of an employee to discuss any matter informally with appropriate members of the administration.

C. The Association shall be notified of all meetings subsequent to Level One and shall be permitted to be present to observe the meeting. If the employee wishes, the Association may assist the employee with grievance at any level.

D. Whenever an employee feels that a violation of the *Licensed Employees' Agreement* currently exists, the employee shall have the right to file a grievance.

E. The grievance form, which has been jointly agreed upon, is included in the negotiated agreement as Appendix VI.

F. Each party shall pay for his/her own costs that might arise as a result of this procedure.

G. Any decision reached as a result of this procedure shall apply to the parties involved in the grievance and to the parties involved in like grievances.

SECTION 3 -- PROCEDURES

A. Level One

The employee shall request an informal conference with his/her principal or other immediate superior after he/she becomes aware of the grievance. The purpose of this informal meeting is to give the employee and principal an opportunity to resolve the grievance in an informal way.

B. Level Two

If the employee has been unable to get a conference with the principal within five (5) days of the request for any reason other than the principal's absence from duty or having had the conference is not satisfied with the disposition of the grievance, he/she may file the grievance in writing with the principal, a copy of which shall be delivered to the Association's Building Representative at the discretion of the employee. This shall be filed within ten (10) days of the Level-One requests. Within five (5) days after delivery of the formal grievance at the office of the principal, the principal shall deliver to the employee in writing his/her decision with respect to the grievance. A copy of this decision is to be delivered to the Association's Building Representative at the discretion of the employee. The decision shall include reasons for the decision. Failure of the principal to act within the five (5) days shall enable the employee to proceed forthwith to present his/her grievance at Level Three.

C. Level Three

If the principal's decision, as expressed in Level Two, is not satisfactory to the employee, he/she may request the Association's Grievance Committee to make an evaluation of the grievance. Based on the findings, the Association's Grievance Committee may counsel the employee to accept the principal's decision or appeal to the superintendent. At the discretion of the employee, he/she may appeal to the superintendent within ten (10) days following the principal's decision in Level Two. The appeal shall set forth the grievance and solution sought. The superintendent shall hold a hearing within five (5) days. A record of the testimony shall be made in such form as shall be agreed upon by the parties prior to the hearing, and a copy of the record shall be provided the employee and the Association. If the superintendent fails to render a decision within five (5) days, the Board shall within ten (10) days review the record and render a decision. A record of the testimony shall be made in such form as shall be agreed upon by the parties prior to the hearing; and a copy of the record shall be provided the employee, the Association, the superintendent, and the Board of Education. The cost of the record shall be borne equally by the parties. If the superintendent fails to render a decision within five (5) days after receipt of the record, the Board shall within ten (10) days review the record and render a decision.

D. Level Four

Where the superintendent makes a decision at Level Three, that decision shall be final unless, upon request of the employee, the Board by majority vote agrees to review the record. In the event that a review is held, the employee shall be given an opportunity to appear before the Board and make whatever comments or arguments he/she may have relative to the evidence as it appears in the record. The Board may accept the superintendent's decision, amend the decision, or rewrite the decision.

E. Nothing in this grievance procedure shall be construed as prohibiting an employee from seeking a judgment or ruling in a court of law.

F. Level Two may be waived by mutual agreement at Level One and the grievance appealed directly to Level Three of this procedure.

ARTICLE V -- EMPLOYEES' RIGHTS

SECTION 1 -- SITE-BASED IMPROVEMENT

All aspects of the school improvement process will stay within the parameters of the negotiated agreement.

SECTION 2 -- THE CODE OF ETHICS OF THE EDUCATIONAL PROFESSION

A. It is agreed by both parties to this Agreement that the Code of Ethics as established by the United Teaching Profession (i.e., National Education Association, Kansas-National Education Association, Great Bend-National Education Association) is an acceptable guide for professional conduct. (See Appendix I.)

B. The Board agrees with the Association that it will welcome and consider any reports by the Association of violations of the Code of Ethics.

SECTION 3 -- PERSONAL APPEARANCE

The personal appearance of an employee is a matter of the employee's discretion, provided that it does not adversely affect professional performance, is within accepted standards of the profession, and has the approval of the direct supervisor.

SECTION 4 -- DUE PROCESS

A. Termination

A1. The termination or nonrenewal of the contractual services of any licensed employee, excluding administrative personnel, shall be for just cause. *Just cause* may include but is not limited to, conduct unbecoming a professional staff member, unwillingness to be governed by this Agreement or other official policies of the Board of Education of Unified School District 428, neglect of duty, incompetence, unethical behavior, or loss of effectiveness as a teacher.

A2. All contracts for employment of licensed employees, excluding administrative personnel, shall be deemed to continue for the next succeeding school year unless written notice of the intention to terminate or not renew the contract is served by the Board of Education upon any such licensed employee by the date specified by Kansas statutes (third Friday in May), or unless the licensed employee shall give written notice to the Board of Education on or before the date specified by Kansas statutes (second Friday after the third Friday in May) that the employee does not desire continuation of the contract. (Law overrides named dates.) Terms of a contract of employment may be changed at any time by mutual consent of both the licensed employee and the Board of Education of Unified School District 428. The termination of the services of any licensed employee, excluding administrative personnel, can occur at any other time for just cause.

B. Procedural Due Process

B1. The parties to this Agreement recognize that all licensed employees need to improve continuously in the performance of their professional duties. To this end, efforts shall be made to assist licensed employees in their professional growth. Such efforts shall include adequate observation followed by conferences in which the licensed employee should participate, in-service growth experiences of various kinds as provided by the school system, and affirmative utilization of the evaluation procedure as established by Article XIII of this Agreement. Once the administration suspects cause for dismissal, special and more detailed observation, evaluation, and conferences shall be initiated immediately to prove or disprove such suspicion.

B2. Upon the failure of the licensed employee to improve sufficiently, or in cases of continued declining efficiency, such licensed employee shall be given notice in writing clearly indicating areas in which substantial improvement is necessary for continued employment. The written notice shall be followed by a reasonable period of continuing sympathetic assistance by such person or persons as designated by the Superintendent of Schools.

B3. In the event the licensed employee does not respond to efforts designed to assist in the improvement of performance, there shall be documentation of evidence indicating that appropriate supervision has been given and that the appropriate level of professional performance has not been attained.

B4. Subsequent to compliance with the above provisions, a private conference may be held between the licensed employee and the Superintendent of Schools, offering the licensed employee the opportunity to resign with the assurance that any recommendation made by the Superintendent of Schools will be a forthright statement of the individual's deficiencies as well as the areas of commendable performance.

B5. In the event the licensed employee does not resign, the Superintendent of Schools shall make a recommendation to the Board of Education that the employment of the licensed employee be terminated at an appropriate time. In making such a recommendation, the superintendent shall submit the reasons for the recommendation, along with documentation. The licensed employee shall receive a copy of the recommendation of the Superintendent of Schools and shall be informed in writing of the date, time, and place when the recommendation will be submitted to the Board of Education. The presentation to the Board of Education of nonrenewal shall be no later than the statutory date. This provision shall not apply in cases of immediate dismissal.

B6. The licensed employee shall have the right to be present and represented by counsel when the Superintendent of Schools presents his recommendation to the Board of Education. The licensed employee shall also have the right to examine and have access to the documentation presented by the superintendent, but the licensed employee shall not have the right to be heard at this time. This activity shall not constitute a formal hearing. Action by the Board of Education, upon the recommendation of the Superintendent of Schools, will follow. If the decision of the Board of Education is to terminate or not renew the contract of the licensed employee, written notice of the intention to terminate or not renew the contract is to be served by the Board of Education upon such licensed employee.

B7. Whenever a licensed employee**,** defined as any professional employee who is required to hold a license to teach in any school district, but excluding any person who is a retirant from school employment of the Kansas Public Employees Retirement System (KPERS), who has completed 5 (five) consecutive years of employment and been offered a sixth contract is given written notice of the intention not to renew the contract of employment or termination of such employment, written notice of the proposed nonrenewal or termination shall include a statement of the reasons for the proposed nonrenewal or termination and a statement that the licensed employee may have the matter heard by a hearing officer upon written notice being filed with the Clerk of the Board of Education within fifteen (15) days that he/she desires to be heard. Where a licensed employee alleges his/her termination or nonrenewal is the result of his/her having exercised a constitutional right, the aforementioned consecutive years of employment requirement shall not apply.

B8. The hearing provided before the selected hearing officer shall afford procedural due process, including the following:

B8,a. The right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or other person whom such party may select.

B8,b. The right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by Affidavit.

B8,c. The right of each party to present by such party's own witness in person, or their testimony by Affidavit or Deposition, except that when presented by Affidavit the same shall be served upon the Clerk of the Board of Education or the agent of the Board and upon the licensed employee in person or by first-class mail to the licensed employee's address which is on file with the Board of Education not less than ten (10) days prior to presentation to the hearing officer.

B8,d. The right of the licensed employee to testify in his/her own behalf and give reasons for his/her conduct, and the right of the Board of Education to present its testimony through such persons as it may call to testify in its behalf and to give reasons for its actions, rulings, or policies.

B8,e. The right of the parties to have an orderly hearing.

B8,f. The right of the licensed employee to a fair and impartial decision based on substantial evidence.

B9. Testimony at the hearing may, and upon the request of either party, shall be taken by a licensed shorthand reporter or electronically recorded and shall be transcribed upon request of any party or upon direction by a Court. The costs for any such transcription shall be borne by the Board of Education. All other costs of the hearing shall be borne equally by the parties.

B10. When either party desires to present testimony by Affidavit or by Deposition, that party shall furnish the date on which the testimony shall be taken to the hearing officer. A copy of the Affidavit or the Deposition shall be furnished to the opposing party within ten (10) days following the taking of any such testimony, and no such testimony shall be presented at a hearing until the opposite party has had at least ten (10) days prior to the date upon which the testimony is to be presented to the hearing or deponent to be answered under oath. Such ten (10) day period may, for good cause shown, be extended by the hearing officer.

B11. At any meeting the hearing officer may:

B11,a. Administer oaths.
B11,b. Issue subpoenas for the attendance and testimony of witnesses and the production of books, papers, and documents relating to any matter under investigation.
B11,c. Authorize the taking of depositions.
B11,d. Receive evidence and limit lines of questioning and testimony which are repetitive, cumulative, or irrelevant.
B11,e. Call and examine witnesses and introduce into the record documentary and other evidence.
B11,f. Regulate the course of the hearing and dispose of procedural requests, motions, and similar matters.
B11,g. Take any other action necessary to make the hearing accord with administrative due process.

B12. Hearings shall not be bound by rules evidence whether statutory, common law, or adopted by the rules of Court; the burden of proof shall rest upon the Board of Education of Unified School District 428; all relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that its probative value is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

B13. Unless otherwise agreed to by both the Board of Education and the licensed employee, the hearing officer shall render a written recommendation not later than thirty (30) days after the close of the

hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the licensed employee and the Board of Education.

B14. The decision of the hearing officer shall be final, subject to appeal to the district court by either party as provided in K.S.A. 60-2101, and amendments thereto.

C. It is recognized that in an extreme situation, immediate dismissal could be in order. In such a situation, the attempts at sympathetic assistance shall not be required. However, any such dismissal would follow the notice and hearing procedures as set forth above.

D. Nonrenewal may result from basic changes in the educational offerings of the school system, structural reorganization of the system, or a substantial decline in the enrollment, which would make nonrenewal reasonable, this being apart from any deficiency on the part of any licensed employee. In such a situation, all efforts to reassign the licensed employee to another position within the system shall be exhausted before nonrenewal shall be considered.

ARTICLE VI -- WORKING CONDITIONS

SECTION 1 -- PHYSICAL CONDITIONS

A. The physical conditions of a teacher's classroom are of prime importance to the learning process. The Board of Education will continually strive to maintain the physical condition of each classroom and provide an environment conducive to learning.

B. The physical plant shall be maintained in good repair, and when needed, repairs shall be made as soon as possible.

SECTION 2 -- INSTRUCTIONAL LOAD

A. When the teaching load for a classroom teacher exceeds twenty-five (25), the administration will notify the teacher in writing what is being done to reduce the number of students to twenty-five (25).

When the teaching load for an elementary classroom teacher exceeds twenty-five (25), a teacher assistant may be requested by the classroom teacher in writing to the building principal and the superintendent.

B. The maximum instructional load for physical education, band, chorus, study hall, and other specialized areas of teaching will necessarily vary and cannot be governed by *Item A* above. Such classes must be considered individually as to the reasonableness of the number under all existing conditions, and the teacher in the specialized areas will be consulted in this regard.

C. The teacher's evaluation of the work of a student and the grade given shall be respected. No grade shall be changed by an administrator without consultation with the teacher, when possible. The teacher will be given an opportunity to document the basis for this grade decision.

SECTION 3 -- MONITORING OF PROFESSIONAL PERFORMANCE

All observation of the professional performance of or by any party to this Agreement shall be conducted openly and with full knowledge of all concerned.

ARTICLE VII -- STUDENT DISCIPLINE AND CONTROL

SECTION 1 -- BOARD SUPPORT

The Board of Education recognizes the importance of effective student discipline and control. With this recognition, the Board gives its support to the employees when they exercise reasonable and professional judgment in their efforts to maintain student discipline and control.

SECTION 2 – REFERRAL OF STUDENT

When in the judgment of an employee a student requires referral to other professional personnel or specialists, he/she shall so inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange for a conference with the employee to discuss the course of action to be taken. If referral to other professionals or specialists is considered the appropriate action and immediate action is not considered necessary, the adopted referral procedure shall be followed. In cases where immediate action by the other professionals or specialists is deemed necessary, the principal or immediate supervisor shall arrange a conference between himself/herself, the employee, and the other professional or specialist to determine the course of action to be taken in resolving the problem.

SECTION 3 -- REMOVAL OF STUDENT FROM CLASSROOM

When in the judgment of the teacher a student is seriously disrupting the instructional program to the detriment of other students, the teacher may remove the student from his/her class. The teacher will instruct the-student to report immediately to the administrator. The administrator must consult with the teacher before readmitting the student**.** The teacher may indicate their level of readiness to allow student to return to the classroom. Appropriate written records of student conduct and action taken shall be made and maintained by both the teacher and the administrator. If a student is removed from a class a second time, the parents will be notified by the principal or designee.

SECTION 4 -- PHYSICAL FORCE

Use of force is controlled by state law, with guidelines in Emergency Safety Interventions (ESI).

SECTION 5 -- TEACHER ENFORCEMENT OF SCHOOL REGULATIONS

A. The maintenance of discipline and student control is the responsibility of the total school staff. Instructors shall be responsible for the enforcement of school regulations in effecting discipline and student control when they become aware of a violation of such regulations. The administration will give reasonable support to instructors in this endeavor.

B. The teacher's judgment regarding matters of student discipline and control is to be respected. The teacher's enforcement of regulations, when reasonable and professional, shall be fully supported by the principal. The principal shall not cause the teacher to administer discipline to a student for a breach of regulation. Teachers have the right to refer all cases of regulative breach to the principal, who is empowered to administer discipline if it is considered necessary. It is recognized that classroom regulations shall be primarily enforced by the teacher in charge of a particular class or activity, and the administrator agrees to give his/her support to the teacher in such enforcement when reasonable and professional judgment is used in enforcing such regulations.

SECTION 6 -- ESTABLISHMENT OF DISCIPLINE AND CONTROL REGULATIONS

The adoption of student discipline and control regulations shall be made by the Board as recommended by the district administration.

ARTICLE VIII -- IMPROVEMENT OF INSTRUCTION AND CURRICULUM

SECTION 1 -- ACADEMIC FREEDOM

A. The Board shall establish and maintain conditions of administration under which employees may operate on a highly professional basis, free from outside pressures likely in any way to impair their service to the students.

B. Employees will be allowed great latitude in working out methods of presentation and are permitted to innovate and use new techniques which encourage inquiry and creative learning. The use of new instructional materials and classroom presentations that may involve controversial issues should be planned by the individual teacher and then discussed with and approved by the building administrator before they are initiated in the classroom. This provides dual protection for both the teacher and the administration. It is recognized that the final responsibility in the determination of the above rests by law with the Board of Education.

C. The instructor shall be granted reasonable freedom to recommend, for individual study, instructional materials which he/she believes will have educational significance for any individual student. Such freedom shall also include the right to discuss various instructional materials with the student.

D. After receiving required approval from the building administrator, the instructor must be free to invite and utilize services of outside resource speakers in the classroom when the teacher believes that such speakers will have educational significance for a class of students.

E. Academic freedom guaranteed herein requires strict adherence to professional ethics. However, when compliance with professional ethics is not in question, academic freedom may need further review, clarification of issues and facts, and adjudication.

SECTION 2 -- EMPLOYEE INVOLVEMENT IN CURRICULUM DEVELOPMENT

A. Definition. The *curriculum* is defined as the sum total of all the instructional activities engaged in by the employees in their efforts to provide educational opportunities for the students of USD 428.

B. Implementation.

B1. Grade Level Committees. Grade Level Committee for each grade level will consist of all elementary teachers in the district who teach at that grade level. The chairperson of each Grade Level Committee will be elected at the first meeting in the fall by the committee members for a one (1) year term. Each Grade Level Committee will be co-chaired by a building level or central office administrator.

B2. Departmental Committees. Each employee within the secondary schools (7-12) will be a member of the Departmental Committee most closely related to his/her teaching assignment. The departmental committee chairperson at the high school and the head teacher at the middle school will be appointed in the spring of each year for the following school term.

B3. Curriculum Area Committees. Pre K-12 Curriculum Area Committees will be established for the following curricular areas:

English Language Arts
Mathematics
Science
Social Studies
Physical Education
Healthy Living

The Pre K-12 Curriculum Area Committees will include one preschool teacher, seven elementary teachers, two middle school teachers, and three high school teachers. Elementary and middle school teachers will be selected for committee assignments by building and central office administrators. Members will be selected for each of the committees to ensure that each grade level PreK-12 and each elementary building are represented. Teachers will be selected for each committee based upon their curriculum and instructional strengths and teaching assignment, and, whenever possible, by individual preference.

B4. Curriculum Area Committees. Curriculum Area Committees will be established for the following curricular areas: Fine Arts; Foreign Language; Vocational; Guidance; and Library.

These committees will include middle school and high school teachers from the respective departments and appropriate representation from elementary buildings. Teachers will be selected for committee assignments by building and central office administrators. Teachers will be selected for each committee based upon their curriculum and instructional strengths, teaching assignment, and, whenever possible, their individual preference.
Each Curriculum Area Committee will be chaired by a building level or central office administrator.

Curriculum Area Committees will meet as needed. All meetings of the Curriculum Area Committees must be authorized by the Assistant Superintendent.

If a Curriculum Area Committee meets for an authorized meeting outside the regular contract day, all members involved shall receive compensation and IDP points for the meeting. The rate of compensation will be at the district-approved hourly rate shown in Exhibit C.

The Assistant Superintendent or the Director of Teaching and Learning will serve as ex-officio member of each Curriculum Area Committee and facilitate meetings.

B5. Curriculum Steering Committee. The Curriculum Steering Committee will consist of one teacher from the preschool and each elementary grade level, with each elementary building having a representative; two members from the middle school; three members from the high school; a counselor; the GB-NEA president or designee; one pre k or elementary principal; the middle school principal; the high school principal; and the Assistant Superintendent. The teachers serving on the Curriculum Steering Committee will be selected by the building principals. Administrators serving on the Curriculum Steering Committee will be selected by the Superintendent.

Each teacher serving on the Curriculum Steering Committee will serve a three (3) year term, with terms staggered so that no more than one-third of the committee membership is scheduled to change from year to year.

All committee members and ex-officio members will be notified of all committee meetings and will receive an agenda in advance.

The Assistant Superintendent or Director of Teaching and Learning will act as the chairperson for the committee.

C. Committee Functions.

C1. Grade Level and Departmental Committees. Grade Level and Departmental Committees will act as forums for the discussion of curriculum needs and implementation of curriculum changes. Suggestions from individual teachers for changes in curriculum, including changes in objectives, scope and sequence, curriculum guides, textbooks, materials, and mastery tests should be made to the appropriate Grade Level or Departmental Committee. Recommendations for curriculum changes endorsed by a Grade Level or Departmental Committee are to be submitted in writing to the Assistant Superintendent or director to submit to the District Leadership Team for consideration.

C2. Curriculum Area Committees. Each Curriculum Area Committee will review program level outcomes, grade level outcomes, and the Pre K-12 scope and sequence for each subject within the curriculum area. Each Curriculum Area Committee is also responsible for selection of texts and related materials for that curriculum area.

Recommendations for curriculum changes endorsed by a Curriculum Area Committee are to be submitted in writing to the Curriculum Steering Committee for that committee's consideration.

C3. Curriculum Steering Committee. The Curriculum Steering Committee will act as the coordinator of the total curriculum process within the district.

Members of the Curriculum Steering Committee may be given release time during the school year for in-depth study of the curriculum when it is deemed necessary by the committee and approved by the Superintendent or designee.

Curriculum Area Committees, Grade Level Committees, or Departmental Committees approved by the Curriculum Steering Committee may be employed for additional time during the summer for continued curriculum study.

The Curriculum Steering Committee will consider all recommendations for curriculum changes submitted by Curriculum Area Committees. The Curriculum Steering Committee will also consider all recommendations for changes in course offerings submitted by administrators.

After considering a recommendation for curriculum change, the Curriculum Steering Committee may refer the recommendation to the appropriate Grade Level Committee, Departmental Committee, or Curriculum Area Committee for additional study; may vote to not endorse the recommendation; or may vote to endorse the recommendation.

Recommendations for curriculum changes endorsed by the Curriculum Steering Committee will be submitted in writing to the District Leadership Team for that group's consideration.

Recommendations for curriculum changes endorsed by the District Leadership Team are to be submitted in writing to the Board of Education.

It is recognized that the State of Kansas and Board of Education are, by statute, the final authority in all matters dealing with the curriculum.

SECTION 3 -- KANSAS IN-SERVICE PLAN

A. USD 428 has a Staff Development Plan, formally approved by the State Board of Education, which meets the requirements of the Staff In-Service Plan. Any licensed employee desiring to use this plan for recertification may do so by filing an Individual Development Plan with his/her supervisor subject to ratification by the District Professional Development Council, the Superintendent of Schools, and/or the Board of Education. (Reference *Article XXI, Section 6*)

B. The Professional Development Council will consist of members as prescribed in the USD 428 *Professional Development Council Handbook*. Also, the selection of replacement members will follow the guidelines established by the PDC Handbook. The Professional Development Council, if it makes any revisions to the composition and/or selection of its membership, will be in compliance with the provisions of the Kansas State Department of Education regulations as established in Section 91-1-146c of its *Kansas In-service Education Program Guidelines.*

ARTICLE IX -- EMPLOYEE PROTECTION

SECTION 1 -- REPORTING ASSAULT AND BATTERY

An employee who has suffered an assault and/or battery in connection with his/her employment, where such event occurs in school, on school grounds, or while the employee is engaged in duties at a regularly scheduled school event shall, within a reasonable time thereafter, make a written report of the circumstances to his/her principal. The report will be forwarded by the principal to the superintendent**,** with a copy to the employee who was assaulted. Subsequently, the superintendent will respond to both the principal and the teacher, acknowledging the report and providing relevant information.

SECTION 2 -- REIMBURSEMENT FOR DAMAGES OR INJURY

Whenever an employee sustains damage to clothing or other personal property as a result of the assault and/or battery reported under Section 1 above and when, after investigation, the Board finds that the employee has used reasonable judgment, the Board will reimburse the employee for actual damages in an amount not to exceed $100 for each incident; and when personal injury to the employee occurs under the same conditions, the Board shall pay the cost of medical, surgical, or hospital services up to $1,000 for each incident, less the amount of any hospitalization, medical, or surgical insurance or Workers' Compensation payments.

SECTION 3 -- REIMBURSEMENT FOR PROPERTY LOSS FROM VANDALISM

A licensed employee shall be entitled to reimbursement for the loss of personal property housed by said employee in his/her work area if such property is an essential teaching aid or tool when such loss stems from an act of vandalism not reimbursed by the employee's personal insurance. If said property is covered under the Board's insurance policy, the property will be covered up to the limits of that policy. If said property is not covered under the Board's insurance policy, the amount of reimbursement will not exceed $500.00. In order to make claim for any such loss, the licensed employee shall have submitted, at the time the property is placed into his/her work area, a statement, to the district office and his/her learning center principal, providing a full description of the property, its value, and any identification number. If such statement is not submitted, the loss will not be eligible for reimbursement.

SECTION 4 -- INJURY BENEFITS

Whenever an employee is absent as a result of personal injury caused by assault and/or battery reported under Section 1 above and when, after investigation the Board finds that the employee has used reasonable judgment, he/she shall be paid his/her full salary, less any other Board-provided instructor compensation or disability benefits for the period of such absence, without having such absence charged to sick leave. Such payments shall not extend beyond the end of the employee's current contract year. The Board may require medical reports in verification of the disability.

SECTION 5 -- BOARD ASSISTANCE

In the event that, as a result of an assault and/or battery as defined above, or if an employee is involved as a defendant in legal action arising out of disciplinary action taken against a student, the employee may request the assistance of the Board in preparation of his/her defense. If the Board finds that the employee used reasonable judgment and acted in accordance with Board policy, the Board shall provide such assistance.

SECTION 6 -- LEGAL ACTION

Whether, as an outgrowth of the assault and/or battery referred to in the preceding sections, an employee shall commence legal action is the prerogative of the employee alone, and no employee may be required either to do so or to refrain from doing so.

SECTION 7 -- SUPERVISORY DUTIES

A. In the event of riot or threat of mass violence, the employee's duty shall be of a supervisory nature, and the administration shall request the assistance of the police for the performance of police duties.

B. The Board shall provide identification badges for those employees working extracurricular assignments. Employees will wear these badges in a visible place and will be stationed and on duty while being paid for extracurricular assignments.

SECTION 8 -- TEACHER RESPONSIBILITY

Employees are expected to exercise reasonable care with respect to the safety of students and property of students and Board, but they are not responsible for loss or damage without fault on their part.

SECTION 9 -- ADMINISTERING MEDICATION

Employees shall not be required to administer prescribed medication for any student.

ARTICLE X -- PROFESSIONAL YEAR

SECTION 1 -- PROFESSIONAL YEAR FOR EMPLOYEES

A. Contract Days

A1. The contract days of employees, exclusive of supplemental or extended time contracts, shall be one hundred eighty (180) days.

Licensed personnel new to the district or licensed personnel returning to the district after a break in employment may be required to devote five (5) days of in-service for orientation purposes prior to the first day that returning teachers report. These five (5) days shall be in addition to the 180-day regular contract and will be compensated at the rate of one hundred dollars ($100) per day. Four (4) half days of the five (5) days will be utilized by the licensed employee for work in the classroom or school building. New teachers who attend all five (5) orientation days will receive compensation, as noted, in the August payroll, with September compensation for those new teachers not attending all five (5) days.

A2. Full-time Special Education teachers who are assigned one hundred percent of their work at a special education cooperative school district other than USD 428 will follow the duty day and school calendar of that assigned school.

B. Professional Days

A professional calendar, described below, is designed to provide hours within the school day as well as days within the school year for staff development. A time, not to exceed ninety (90) minutes, will be provided for the Association to conduct a meeting or meetings during one (1) of the professional days before school starts. This time will be jointly agreed on by the superintendent and the Association president or designee. All licensed personnel shall have one (1) professional work day at the end of the first semester (students not in attendance) for preparation of grades and student reports. The remaining professional staff development and work days shall be planned and agreed upon jointly by the superintendent and Association president or designee.

1.0 day	8/13/26	Teacher Inservice
1.0 day	8/14/26	Teacher Inservice
1.0 day	8/17/26	Teacher Workday
1.0 day	8/18/26	Teacher Workday
1.0 day	9/28/26	Teacher Inservice
1.0 day	10/16/26	Curriculum Collaboration / Teacher Grading
0.5 day	10/19/26	Parent Teacher Conferences
1.0 day	10/20/26	Parent Teacher Conferences
1.0 day	11/2/26	Teacher Inservice
1.0 day	1/4/27	Teacher Workday
1.0 day	1/18/27	Teacher Inservice
0.5 day	2/22/27	Parent Teacher Conferences
1.0 day	2/23/27	Parent Teacher Conferences
1.0 day	3/12/27	Curriculum Collaboration / Teacher Grading
1.0 day	3/29/27	Curriculum Collaboration / Teacher Grading
1.0 day	5/21/27	Staff Work Day

0.5 day	August	Comp Time: Open House *p.m.*	Included in August total hours.
1.0 day	October	Comp Time: Fall Conferences	Included in October total hours.
1.0 day	February	Comp Time: Spring Conferences	Included in February total hours

C. Scheduling of Professional Days

The scheduling of all normally anticipated professional days shall be set at least forty-five (45) days in advance.

D. Non-Working Days

The school calendar shall provide for school not to be in session and for employees not to be on duty on Labor Day (Monday); Thanksgiving recess (Wednesday), Thanksgiving Day**,** and the Friday following Thanksgiving]; winter recess December 23 through January 1 (inclusive); Good Friday; Memorial Day (Monday); and Independence Day. However, during school years in which December 23 falls on a Tuesday, that day will be a regular school day and January 2 will be a non-working day.

E. Professional Meetings

The school calendar shall provide for scheduled time within the professional days to be used by the Association for committee meetings, etc. Scheduled times and dates for said meetings shall be mutually agreed upon and established bilaterally by the superintendent and the Association president.

SECTION 2 -- AMENDMENTS

The school calendar will not be altered during the year except for reasons beyond the Board's control; but in any event, any amendment shall not increase the number of contract days. Notification to the Association president or designee will be made prior to any alterations of the school calendar. Consultation concerning rescheduling of school days will be held with the Association president or designee.

SECTION 3 -- BOARD-ADOPTED SCHOOL CALENDAR

The school calendar, which is in full compliance with all the provisions of this Article, is incorporated herein. (See Appendix III.)

ARTICLE XI -- PROFESSIONAL DAY

SECTION 1 -- TEACHER PLANNING

A. It is agreed that the development of skills and the acquisition of specific items of knowledge should definitely be planned for each grade with consideration for the stage of growth at which the particular learning can most economically be achieved.

B. All parties agree that assignments shall be carefully planned and presented. An integral part of a good assignment is making sure that each student understands the assignment and procedures involved. In this connection, teachers will be given great freedom to plan, to experiment, and to exert their influence toward improvement of instruction.

SECTION 2 -- DEFINITIONS

A. *School day* shall mean the time commencing as designated for said employee's students to be at instructional sessions and ceasing as designated by the dismissal of said employee's students from their last instructional session. Lunch periods are as designated by Article XI, Section 5, A and B.

The regular school day times are:

- Little Panthers Preschool Half Day: 8:00 a.m. until 11:00 a.m., *or* 12:30 p.m. until 3:25 p.m.
- Little Panthers Preschool Full Day 8:00 a.m. until 3:25 p.m.
- Elementary grades 8:00 a.m. until-3:25 p.m.
- Middle school 8:05 a.m. until-3:25 p.m.
- High school 8:05 a.m. until-3:20 p.m.

A class taught outside the regular schedule at the high school (i.e., Zero Hour) will be compensated in one of two ways:

1. At the extra class rate on the Supplementary Salary Schedule in Appendix Exhibit B; or
2. By mutual consent of teacher and administration, the teacher will receive a class period each day with no duty obligations. The amount of duty minutes for a teacher assigned a class taught outside of the regular schedule would be equivalent to the amount of daily duty minutes of those teaching the regular schedule.

B. The *regular duty day* for licensed employees of all schools is twenty (20) minutes before their first instructional or preparation period until twenty (20) minutes after their last instructional or preparation period.

On one (1) regularly scheduled day each two (2) weeks, a building administrator may schedule a staff meeting which extends outside the "regular duty day" as defined in the preceding paragraph. Such a meeting may begin as much as fifteen (15) minutes before the regular duty day if held before school in the morning, or may last as much as thirty (30) minutes after the regular duty day if held after school in the afternoon. It is provided, however, that staff conferences between the employees and their administrator shall be only when necessary and shall not prevail upon details which can expeditiously be announced or posted.

It is understood that unforeseeable circumstances involving students or staff members may occur which would require unscheduled staff meetings. Such meetings may extend beyond, but would adhere as closely as possible to the confines of the "regular duty day."

Also, the employee will be available for student and parent meetings for a reasonable duration beyond the regular duty day when necessary. The superintendent or principal shall have authority to permit employees divergence from the regular duty day.

When the school calendar calls for early dismissal of students for the purpose of staff in-service meetings, such meetings will not extend beyond the normal "regular duty day" unless mutually agreed upon beforehand by the Association and the superintendent, acting on behalf of the Board.

C. When the board or its designee makes a decision to shorten the school day due to inclement weather and where such day constitutes an instructional day under applicable state statutes, said day will also constitute a contracted day for licensed employees.

SECTION 3 -- DUTIES

A. The Board and Association recognize that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. Therefore, the Board and administration will continue to implement feasible methods of limiting non-teaching duties. This area needs continuing study and investigation in an effort to reduce these non-academic functions. It is, therefore, understood that the Board and Association will bilaterally agree to implement ways to reduce these non-academic functions.

B. The principal and employees within an attendance center shall bilaterally determine a system of indicating their presence in the building.

SECTION 4 -- PREPARATION TIME

A. Senior high school teachers shall have one (1) individual preparation period and one (1) team preparation period each day, which will be equal to an instructional class period, during which they shall not be assigned to any other duties, except for emergencies or unusual scheduling.

B. Middle school teachers shall have one (1) individual preparation period and one (1) team preparation period each day, each of which will be equal to an instructional class period, during which they will not be assigned to any other duties, except for emergencies or unusual scheduling.

C. Teachers of elementary students (grades K-6) will have forty (40) minutes of uninterrupted preparation time daily. Exceptions to the aforesaid would be emergencies or unusual scheduling.

D. All teachers with assignments in more than one (1) school building will be allotted fifteen (15) minutes of travel time between buildings in addition to preparation time.

E. Each part-time teacher will have a prorated preparation time.

SECTION 5 -- DUTY-FREE LUNCH PERIODS

A. Elementary employees will have an uninterrupted, duty-free period of at least forty (40) minutes for lunch, except when emergencies or special events make it necessary to alter the schedule.

B. Secondary employees will have an uninterrupted, duty-free period of at least twenty-six (26) minutes for lunch; the employee is not, however, relieved of duties imposed by Article VII, Section 5A during this time.

C. Any employee willing to accept supervisory duty during that employee's lunch period will be compensated for a minimum of one (1) hour at the same hourly rate as extra duty pay.

SECTION 6 -- CONFERENCES AND OPEN HOUSES

A. Parent conferences, staff, group, and individual conferences should not interfere with the employee's instructional functions except under unusual circumstances. The administration will attempt to schedule the necessary conferences outside the student instruction time; however, it is recognized that situations arise when exceptions will need to be made.

B. Any open house or building-wide evening parent-teacher conference will be considered as one-half of a contracted day and shall not be scheduled to exceed three (3) hours.

C. In the event a teacher is charged one-half day of sick leave for being absent for parent-teacher conferences, the teacher may make up the absence, subject to prior approval of the administration, and have the leave reinstated or dock pay restored, as long as work is completed within five (5) working days. Teachers may not use personal leave during parent-teacher conferences.

D. Parent engagement nights may be scheduled at each building. These are optional activities for licensed employees. Any employee who chooses to work the parent engagement night will be compensated $50 for the planning and implementation of the event.

ARTICLE XII -- EMPLOYMENT STANDARDS

SECTION 1 – LICENSURE AND QUALIFICATIONS

A. Only fully licensed and qualified employees will be contracted for positions of professional employment, with the exception of persons employed under the provisions of K.S.H.S.A.A. Rule #10.

B. The Board and Association agree to continue the high standards of qualifications for the school district's professional staff.

SECTION 2 -- STAFF DEVELOPMENT

A. Licensed staff new to the district who do not hold a five (5) year Professional Teaching License will, as a condition of employment, be required to complete the USD 428 Instructional Methods and Support program offered by the district. Completion of the Instructional Methods and Support program is expected within the first year of-district employment.

Some licensed special education staff may be exempted from the Instructional Methods and Support program staff development requirement, upon recommendation of the Director of Special Education and approval of the Director of Teaching and Learning and the GB-NEA president or designee.

B. As feasible, instructional time would be scheduled during the summer schedule in-service days and during the regular school year during the regular duty day. For instructional time other than the aforesaid times, the class participants would be compensated in accordance with the dollar amount of the *Licensed Employees' Agreement* Supplemental Salary Schedule: *Authorized Committee Work Outside the Contract Day (Hourly)* or be awarded comparable in-service credit points upon successful completion of the class.

ARTICLE XIII -- EMPLOYEE EVALUATION AND PERSONNEL FILES

SECTION 1 -- EMPLOYEE EVALUATION AND SUPERVISION

A. Evaluation Philosophy and Objectives

The evaluation of teachers is essential to the underlying goal of improving the instructional opportunities that exist for each student in USD 428. Evaluation is a cooperative and continuing process which will enhance teaching skills and professional growth (formative) and will be a tool for decision making about teacher performance regarding professional assignment (summative). Growth will ultimately provide improvement in instruction for the student and the school system.

The specific objectives of the evaluation procedure will include the following:

A1. To improve the instruction received by all students in the USD 428 schools.

A2. To establish standards and expectations for district teacher performance and responsibilities.

A3. To enable teachers and administrators to identify clearly the areas of strengths and weaknesses in a teacher's performance and to establish plans for both parties to follow up on performance achievement.

A4. To provide a basis for teachers' career planning and professional development.

A5. To supply information that will lead to the modification of assignments, such as placements in other positions, promotions, and terminations.

A6. To meet the requirements of Kansas statutes and regulations.

B. Evaluation Procedures

Evaluations of every licensed employee will be in accordance with the minimum requirements of K.S.A. 72-9001 *et. seq.* Evaluations beyond those required by law may be requested by the evaluating administrator or the teacher.

B1. The building principal or evaluating administrator shall discuss teacher evaluation objectives and procedures with the staff at the beginning of the school year. All teachers shall be informed at the beginning of the school year of approximate dates and frequency of evaluations during the school year.

B2. Teacher and evaluation administrator conferences shall be arranged according to the following schedules.

B2a. Every employee shall be evaluated at least two (2) times per year in the first two (2) consecutive years of employment.

B2b. Every employee shall be evaluated at least one (1) time per year during the third and fourth year of employment.

B2c. Every employee shall have a summative (formal) evaluation at least once every three (3) years after completion of the fourth year of employment.

B2d. Each building principal or evaluator may at his/her discretion, alter the three-year cycle for an employee if earlier evaluation is deemed necessary. The employee will be notified in writing when the evaluation cycle is to be modified. The notification will state the reason for the proposed change.

B3. The evaluating administrator shall use the formally adopted Kansas Educator Evaluation Protocol (KEEP) System for observation and summative evaluation information directly related to summative evaluation topics. This does not preclude the use of complimentary or congratulatory notes.

B4. Each evaluation shall be based upon a minimum of two (2) formal classroom observations of no less than thirty (30) minutes each prior to February 15. Each summative evaluation will include student performance data collected and presented by the teacher to the administrator at the summative evaluation conference.

B4a. Administrators will conduct a conference prior to the first observation. The district Self-Reflection Form may be requested from the teacher for use at the conference. The administrator and teacher will define at least one (1) group of students that the teacher will collect data on to present at the Summative Evaluation conference to show student performance.

*The identified group of students shall be:

1. all of the students assigned to an elementary classroom teacher.
2. a specific class of students (equal to at least the median number in a class set) for a secondary classroom teacher.
3. case-load students for a special education teacher;
4. content-wide data for curriculum instructional coaches;
5. school-wide data for school-wide positions (technology instructional coaches, counselors, librarians, family support workers).

B4b. A post-observation conference shall be conducted within six (6) working days following any observation. Either party may request additional observations beyond the minimum and/or request an observation by a different administrator. Verification of this conference

will be submitted within the KEEP system. Principal will comment in the "notes" noting the date and time of the conference. The teacher will respond to acknowledge the meeting did occur at the documented time.

B4c. In the case of multiple building assignments, the respective administrators shall mutually agree to shared responsibility in conducting classroom observations, in providing feedback, and in writing the required evaluation. This provision is intended to avoid duplication of effort and to avoid excessive observations for both the teacher and each respective administrator.

B5. *In the Pre-Observation Conference, the administrator and teacher will define the data set to be collected and reviewed for student performance. Each teacher will have at least two (2) assessments used in the process of evaluation to determine the student performance as a result of the teacher's instruction. These assessments could include:

1. State Assessments: The school's AMO status will be reflected in the individual evaluation.
2. Curriculum Based Measures: The teacher will show growth of students as measured on Benchmark Assessments or other curriculum measures.
3. Collaboratively Built Common Assessments: Each department / grade level will use at least a pre/mid/post assessment that will show student growth in the prescribed curriculum.

***The State Assessment is NOT required.**

B6. *In the summative evaluation meeting with the evaluating administrator, the teacher will provide the agreed upon data that shows how students performed on the assessments.

B7. Within the KEEP system, the evaluating administrator and teacher acknowledge that a conference has been held and that the evaluation report has been discussed with the teacher. The teacher may respond within the KEEP system within ten (10) working days.

B8. Access to all observations and evaluations are kept in the KEEP system and are accessible at any time by the teacher.

B9. If a Plan of Assistance is deemed appropriate, the plan shall be implemented in accordance with guidelines prescribed in the Plan of Assistance procedures attached to this document as Appendix II,b.

B10. Evaluation and observation forms are available in the KEEP system.

SECTION 2 – TEACHER DISCIPLINE

A. It is agreed that informal disciplinary actions are generally the first steps in constructive discipline and are to be taken by administrators in situations of a minor nature involving the teacher's conduct or job performance. Disciplinary actions will be administered in a fair and equitable manner, and no disciplinary action is to be taken in front of students, parents, and/or co-workers.

B. Teacher evaluation and discipline shall be considered confidential, privileged information, only to be released to administrators who work with the teacher, the superintendent, and, if appropriate, to the Board of Education. The teacher may release information regarding the discipline to their representation, whether that be legal or association representatives.

C. Discipline of a teacher will be progressive and appropriate to the severity of the infraction, except in those situations that constitute a breach of board policy that could impair the effective operation of the school, a potential criminal violation, or jeopardizes student safety.

Steps to Teacher discipline:

D1. Verbal Counseling: For minor infractions such as lateness to work, professional conduct, or professional responsibilities, verbal counseling and redirection will be a normal first step. Documentation may occur for record. This could be in the form of an email.

D2. Informal written warning: For multiple minor infractions, or more serious infractions, a conference will be held and summary will be a written warning in the form of an email to clarify the problematic behavior along with actions for moving forward to appropriate behavior.

D3. Formal Written Memo: After repeated verbal counseling, and/or repeated informal written warnings, and/or serious infractions, a formal written memo form will be written. The principal/evaluator will notify the staff member of the need for a conference and the staff member will be informed that the nature of the conference is for teacher discipline. The staff member will have the opportunity to bring representation with them to the conference. The formal written memo form will be discussed in the conference. Upon conclusion of the conference, the staff member will sign the memo form indicating that it has been discussed with the staff member, not indicating agreement. The staff member will have the right to leave the conference and write a response to the memo form within 10 working days that will be included with the Memo form. The Formal Written Memo form along with any teacher response will be included in the teacher's file and may be referenced in Evaluation. The Formal Written Memo form (Appendix IX) will be used to state the

i. Reason/Behavior of concern that is being addressed.
ii. Consequences for the behavior.
iii. Corrective action that may need to be taken to rectify the situation.
iv. Explanation of further action to be taken if behavior occurs in the future.
v. Area of the Evaluation Rubric impacted by the behavior.

E. Ongoing or egregious actions, or failure to comply with requests to modify behavior will be subject to disciplinary action including suspension with pay, suspension without pay, or recommendation for nonrenewal of the contract.

F. This teacher discipline process in no way diminishes a staff member's right to due process as outlined in Article 5, Section 4.

SECTION 3 -- PERSONNEL FILES

A. Personnel records are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, they are accessible, with the exceptions noted below, to the individual employee concerned.

B. It is the employee's responsibility to furnish up-to-date information required by the Board and the State Department of Education. Example: complete transcripts, years-of-service record, oath of affirmation, health certificate, etc.

C. Material received which is of a derogatory nature concerning an employee shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee shall have the right to answer any material filed, and his/her answer shall be reviewed by the superintendent and attached to the file copy. Anonymous material will not be included in the file.

D. All confidential references and information originating outside the school district and information obtained within the school district prior to employment and confidential letters of recommendation given after employment will be returned to the sender or destroyed.

E. Records pertaining to grievance procedures shall not be kept in the employee's file.

F. Personnel files shall be interpreted to include those that may be kept at individual buildings as well as at the administrative office.

SECTION 4 -- COMPLAINTS

Any written complaints regarding a licensed employee made to an administrator shall be promptly called to the employee's attention. The employee shall receive a copy of any complaint. The employee shall have an opportunity to provide an answer to the complaint. If the complainant agrees, a meeting between the teacher, administrator, and the complainant will be held.

The retention in the employee's file of complaints concerning alleged acts by an employee may be the subject of a grievance.

Anonymous complaints or materials or unwritten complaints will not be used as a basis for evaluation of the employee.

Any complaints will remain confidential among the employee, the complainant, and the administration / school board.

ARTICLE XIV -- ASSIGNMENT AND TRANSFER

SECTION 1 -- EMPLOYEE ASSIGNMENT

A. The Association concurs that the employee's assignment is within the jurisdiction of the Board; however, when the employees are executing a contract with the Board, there are certain implied expectancies in said assignment. Therefore, the parties agree to the provisions established herein.

B. The employee's assignment shall be compatible with guidelines established in *ARTICLE XI, PROFESSIONAL DAY.*

C. No assignment will be made in violation of minimal standards established by the State Board of Education for the Board.

D. In order to ensure that students are taught by teachers within their areas of pedagogical interest and competence, employees shall not be assigned, except temporarily and as necessary, to subjects or grades or other classes outside the scope of their teaching qualifications.

E. Employees shall be notified in writing of their tentative assignment as soon as the master schedule is prepared. Every attempt will be made to have the tentative assignment completed by July 1. In addition, employees will be given a minimum notice of five (5) days of any changes in their tentative assignment for the ensuing year. Assignments as used herein may include academic field, level, or building, and do not include hourly schedule.

F. An employee may express preference for building assignments, grade level, subject, hourly schedule, and specific classes by so stating such preference in writing and submitting same to the superintendent.

G. In determination of initial assignments or of in-building assignments, the preference and convenience of the individual employee will be considered, in addition to such factors as training, experience, special qualifications, and interest.

H. If the employee's request of assignment is denied, the employee may request an explanation from the superintendent. If the request is in writing, the explanation shall be in writing.

I. A separate contract shall be made for special assignments not included under the basic teaching contract. Said agreement shall specify said duties and compensation. Such contracts are subject to negotiation under this Agreement but are not to be construed as subject to the continuing contract law.

SECTION 2 -- EMPLOYEE TRANSFER

A. *Transfer* shall mean any employee assignment changed from one academic field, level, or building to another subsequent to said employee's initial assignment.

B. The Board may initiate the transfer of any employee only when necessary or advisable for the quality of the educational program. The aspects of desirability from the employee's standpoint will be given consideration. When conditions indicate a transfer is necessary or advisable, the involved employee will be apprised of the circumstances as soon as possible and consulted -- whenever available -- about said transfer. The employee will be given a written explanation of the action upon request. If an employee requests transfer and the request is denied, the employee, upon request, will be given a written explanation why the transfer is not advisable.

C. Quite apart from any deficiency on the part of the staff member, termination may also result from basic changes in the educational offerings of the school system, structural reorganization of the system or a decline in the enrollment that would make termination reasonable. In such a situation, or in the closing of an attendance center, an effort will be made to reassign or transfer the employee to another position in the system before termination shall be considered.

D. A full-time teacher shall not be reduced in base salary due to change in assignment initiated by the Board of Education unless the change results in a reduction of the teacher's regular duty day.

ARTICLE XV -- VACANCIES AND PROMOTIONS

SECTION 1 -- VACANCIES

Once a letter of resignation has been submitted to the Superintendent of Schools, notice of such vacancy will be electronically sent to all licensed staff. All administrative and certified positions are communicated to staff before filling.

Vacancies shall not be filled until three (3) calendar days after such vacancy has been posted as previously indicated. However, vacancies occurring after August 1 but prior to the first date that all licensed staff members report for the first scheduled professional staff development day are exempt from posting and notification of staff unless an employee has requested in writing from the Superintendent of Schools such notification.

SECTION 2 -- PROMOTIONS

Employees are encouraged to request changes in their assignments if they believe it will lead to a promotion within their profession. While it is understood that all applicants for a position must be considered according to their qualifications, service within the system will be considered as one of the criteria in the selection process.

ARTICLE XVI -- SUBSTITUTE ASSIGNMENT AND POLICY

SECTION 1 -- GENERAL

A. When an employee must be absent from his/her instructional duties, every reasonable effort shall be made to fill the vacancy with a qualified substitute.

B. Employees, having instructional and preparational responsibilities of their own, will not be assigned to substitute for other employees who may be absent, except in emergencies.

SECTION 2 – QUALIFICATIONS

A. Qualifications shall be generally construed to be those same criteria as necessary for state licensure.

B. Substitute lists published for building administrators shall indicate which substitutes are currently licensed, the licensure level, area of preparation and preferences, i.e., elementary, secondary, foreign language, music, speech, etc.

ARTICLE XVII -- STUDENT TEACHERS

SECTION 1 -- ASSIGNMENT TO COOPERATING TEACHERS

A student teacher assignment shall not be made to any employee without said employee's prior knowledge and consent.

SECTION 2 -- TEACHER RESPONSIBILITY

A. Cooperating teachers should be selected on the basis of their willingness and ability to devote the necessary time and effort to the professional opportunity of inducting a new teacher into the profession. The teacher so selected shall be expected to spend some time outside the classroom teaching situation in conference with the student and evaluating his/her work. Funds provided by the training institution will be allocated to the cooperating teacher. When the student teacher has been assigned by the cooperating teacher to teach the class, the cooperating teacher, being responsible for the classroom, instructional quality, and student welfare, will remain available to the student teacher and the students.

B. The service of the student teacher shall not be imposed upon for duties which exist under supplementary contracts or differ from the student teacher's instructional assignment.

ARTICLE XVIII -- PARAPROFESSIONALS

A. The use of paraprofessional personnel is encouraged, provided the same is for the purpose of supervision of students in non-instructional activities and in performing clerical duties in accordance with K.S.A. 72-1106. Paraprofessionals employed in Special Education shall meet the criteria established by law.

B. When paraprofessional personnel are assigned to a teacher, it will be after consultation with the teacher.

C. Requests for paraprofessional personnel may be made by the teacher to the principal in writing setting forth the reasons for the need and an estimate of the amount of time needed daily.

ARTICLE XIX -- NON-PROFESSIONAL SERVICES

SECTION 1 -- RESPONSIBILITY

Because the primary responsibility of licensed employees is for instruction, the Board will continually strive to reduce non-instructional services performed by licensed employees through the employment of non-licensed personnel and/or the expansion of supportive services to those employees having the roles of responsibility for instruction.

SECTION 2 -- TRANSPORTATION OF STUDENTS

Licensed employees shall not be required to transport students except where such transportation is a normal responsibility of a particular position and/or a condition of employment under a supplemental contract or in emergencies. However, an instructor may do same voluntarily with the advance approval of his/her building principal.

ARTICLE XX -- LEAVE POLICIES

SECTION 1 -- CHARGEABLE LEAVE

A. Leave

A1. Subject to the limitations herein, an employee will be paid full salary for days absent due to personal leave**,** personal illness or quarantine of the employee or a member of his/her immediate family. The term *immediate family* includes spouse, children, grandchildren**,** stepchildren, foster children, siblings, parents, parents of spouse, and grandparents.

A2. An employee shall be entitled to six (6) days' loss of time each year for personal or immediate family illness as defined in Section A,1 and six (6) days' loss time each year for personal leave. Teachers may utilize a maximum of one (1) day of personal leave during the first two weeks of the contract year and one (1) day of personal leave in the last two weeks of the contract year. An employee may use only one (1) day of personal leave to extend either before or after Thanksgiving break, Winter Break, and Spring Break as allowed by building administrators.

A3. Employees utilizing leave greater than one-half (1/2) day will be charged for a full day of leave. Employees utilizing leave less than one-half (1/2) day will be charged for one-half day of leave. One-half day is defined as *one-half of the regular duty day,* as defined in Article XI, Section 2B.

A4. An employee is entitled to six (6) days' loss of time each year for personal or immediate family illness as defined in Section A,1 and six (6) days' loss time each year for personal leave. After all twelve (12) current year days have been used, the employee may request in writing to the building and district administration reinstatement of personal leave days from the accumulated sick leave by exchanging current year sick leave for accumulated sick leave, not to exceed the maximum of six (6) total personal days in the current school year.

A5. An employee shall be permitted to accumulate time benefits to ninety (90) days. Accumulated leave time shall be available to the employee for his/her personal illness as well as his/her family as defined by the Family Medical Leave Act (Appendix VIII). The superintendent, at his/her discretion, may require a physicians' certificate as verification of illness. Employees working more than nine (9) months shall have one (1) additional day per year per additional month employed with a maximum accumulation of ninety (90) days of sick leave. At the end of the 2006-2007 year, teachers having more than ninety (90) accumulated sick leave days will be allowed to maintain the number of days for use according to Article XX, Section 1 as well as Article XXI, Section 13, but will not

be able to add to accumulated sick leave until a time when the number of accumulated days would drop to fewer than ninety (90).

A6. An employee who is hospitalized or under doctor care shall be entitled to additional days of sick leave not to exceed the twenty (20) days and used at the time of hospitalization or being placed under doctor care, provided the additional days so borrowed shall be charged against the sick leave days subsequently earned thereafter by the employee as provided herein; and no additional days shall be accumulated until the total number of days advanced has been earned and repaid. Notice of intent to use additional days of sick leave must be submitted to the Superintendent of Schools as soon as practical. If the employee has not repaid all the borrowed leave, only six (6) days' leave shall be credited at the beginning of each year until an employee has repaid all the borrowed leave. Employees owing borrowed leave will not be allowed "lump sum payment" unless the employee is willing to allow the Board to withdraw from the "lump sum payment" the amount equal to the days still owed. If the employee owes borrowed leave time when he/she terminates his/her services with the Board, such days shall be deducted from his/her last salary payment to be computed at the current salary rate.

A7. A request for leave other than for illness, family emergency, funeral leave, or bereavement requires that notification be made in writing to the building principal not less than three (3) days prior to the day of leave. The number of licensed employees allowed to take such leave on any one (1) day shall not exceed five percent (5%) of the staff of that learning center or the next number rounded up, subject to the approval of the learning center principal and superintendent and to the availability of substitute teachers on the district's approved substitute list. Special Education instructors are considered as learning center staff if they are assigned to the building fifty percent (50%) or more of the teaching day. Special and supervisory teachers will be considered as constituting one category, with the before-outlined provisions applying.

A8. At the end of each year, teachers may sell any unused days of their twelve (12) days at the rate of $75.00. Notification of their intent to sell the unused days must be at the District Education Center on or before May 1, and payment will be included in the last regular pay check received by the teacher. Current-year days cannot be sold if the teacher has outstanding borrowed sick leave days. Unused days which are not sold annually, as described herein, become accumulated sick leave to a maximum of ninety (90) days of accumulated sick leave. When accumulated sick leave exceeds 90 days, the licensed employee may sell unused days beyond 90 for the current year at $150.00 per day.

A9. Licensed employees will be compensated for unused leave upon retirement from the district when in compliance with the retirement eligibility established by the Kansas Pubic Employees Retirement System. Compensation will be at the rate of $75.00 for each day of unused leave. Any sick leave accumulated during previous years is forfeited if a licensed employee’s contract is not renewed or if a licensed employee resigns.

B. Maternity Leave

B1. Family and Medical Leave Act. Maternity leave will be granted under the district’s Family and Medical Leave Act policy. *See Appendix VIII.*

B2. Extended Maternity Leave. Licensed employees shall, if they so desire, be granted maternity leave of up to two (2) years without pay or increment with the two (2) years defined as the current school year plus the next school year. Notice of the intent to use extended leave must be made in writing prior to the beginning of maternity leave and must be an uninterrupted continuation of the original leave utilized for maternity reasons. Upon the teacher’s return from long-term maternity leave, a job is guaranteed for any vacancy for which the teacher is licensed. If no such vacancy exists, the teacher will be assigned as a contracted substitute teacher.

An employee on a maternity / parental leave must give written notice to the superintendent by March 15 of the year the leave expires of the employee's intention to return. Failure to furnish such written notice will be considered a notice of resignation. Employees may request earlier termination of leave and be returned to a position for which said employee is qualified if such a position is available. If, at the time maternity / parental leave is commenced, the employee will advise the superintendent of an approximate date of said employee's desire to return, it will assist in planning.

C. Political Leave

C1. Citizenship Rights and Responsibilities
The Board of Education recognizes the right of members of the professional and classified staff to participate in political governmental affairs in a manner afforded any other citizen, including the right to vote; the right to campaign for candidates for election to public office; the right to be an active member of a political party of his choice; and the right to seek, campaign for, and serve in public offices.

C2. Notification to the Board for Candidacy
Prior to filing for any elective political office, the employee shall notify the Board of such intention; and where election to such office will require a leave of absence, the employee shall arrange for leave in accordance with Article XX, Section 4. Where, in the judgment of the superintendent and Board, staffing requirements make the granting of the leave a hardship, authorization for the leave may be denied the employee.

C3. Outside of Classroom and School Hours
Political activities of any employee seeking or holding office shall be conducted outside the classroom and school premises. An employee shall refrain from exploiting the privilege of his/her position. Neither shall a classroom teacher or administrator exploit students in any way for political purposes for himself/herself or for any party or candidate.

C4. Leave of Absence
A member of the professional staff shall be granted, upon recommendation of the Superintendent of Schools and approval by the Board of Education, a leave of absence with loss of pay for an agreed upon period for the purpose of campaigning for or serving in public office. Employment status shall not be broken because of extra leave for political activity. At the employee's option, arrangements may be made to permit the employee to continue group insurance and other benefits if applicable accorded to the employee for any other leave of absence granted by the Board of Education. Absence from work for campaigning purposes or holding office shall not be assigned to sick leave.

C5. Use of School Facilities
Employees engaged in political activities shall not use the school or any of its facilities for the purpose of seeking or holding public office. Employees who are seeking or holding public office shall refrain from seeking advice, counsel, and assistance from other employees during working hours.

C6. Board, State, and Federal Regulations
All employees shall abide by all local, state, and federal laws and regulations relating to the subject of employee political activity.

D. Bereavement Leave

D1. An employee may be granted leave to grieve or to take care of personal business following the death of a member of the immediate family, as defined in A1 above. The leave granted will be charged against the employee’s personal leave or accumulated sick leave, at the employee’s discretion. If the employee does not have accumulated leave or uses all accumulated leave, he/she may exercise the option to borrow leave days, according to provisions in A6 above.

SECTION 2 -- NONCHARGEABLE LEAVE

A. Academic Leaves

A1. Visitations

An employee may, at the discretion of the superintendent, be granted temporary leave to make observation visitations in other school districts. These shall normally consist of one (1) day in length but may be longer where the superintendent deems it advisable.

A2. Curriculum and Instructional Improvement

An employee may be granted temporary leave to participate in the development or evaluation of a school curriculum or instruction project: e.g., committee work, etc.

A3. Pedagogical Conferences

An employee may be granted temporary leave to attend national, regional, state, and local pedagogical meetings and conferences. All reasonable expenses incurred, i.e., travel, lodging, meals, tips, fees, etc., will be paid by the Board through reimbursement to said employee.

A3a. Anyone making application for attendance to such meeting sponsored by an association must be an active member of the sponsoring association.

A3b. Application must be made in writing, and state the time, place, and purpose of the meeting. The application shall also contain an itemized list of the estimated expenses, including transportation and the number of days that a substitute will have to be provided.

A3c. Applications for national and regional meetings to be held outside the state of Kansas during the next school year must be submitted to the building principal by May 1 prior to the scheduled meeting. Whenever possible, application for attendance at meetings of short duration to be held within the state during the next school year should also be submitted to the building principal by May 1. However, a licensed employee may make application for an in-state meeting of short duration thirty (30) days prior to a scheduled meeting, and attendance at the same may be allowed with the approval of the assistant superintendent of curricululm and instruction.

B. Citizenship Leaves

B,1. Jury Duty

An employee will be granted temporary leave, with pay, to appear in court for jury duty or as a representative of the district if the summons for jury duty or as a representative of the district is issued by the Clerk of the Court. The amount paid for jury duty, up to a maximum of the substitute salary each day, will be tendered to the Board of Education to assist in defraying the Board's expenses of providing a substitute teacher.

C. Professional Leave

Licensed employees who are active members of the United Teaching Profession, i.e., NEA, K-NEA, GB-NEA, may be granted temporary leave to pursue professional-related activities such as attendance at a local, state, or national meeting of professional educators. Applications for such leave must be submitted when possible to the superintendent one (1) week prior to the scheduled meeting. The application must be in writing and state the time, place, and purpose of the meeting and must be acknowledged in writing by the building principal. Upon receipt of the application, the superintendent shall grant the request provided an adequate substitute can be obtained. After the accumulation of more than thirty-two (32) days' professional leave in any one year, the Association will reimburse the Board for substitute pay. Permission by any one (1) individual for professional leave for more than ten (10) days (not necessarily consecutive) in any one (1) year is granted only by the Board of Education upon the recommendation of the superintendent.

D. Funeral Leave

A licensed employee may be granted the time necessary, not to exceed two (2) days**,** provided agreement and authorization are secured from the superintendent and the principal involved, to attend the funeral of a member of the immediate family**,** as defined in Section 1, A1, and including child's spouse, spouse's siblings, and spouse's grandchild. In the case of the death of a current student, a licensed employee may request the use of funeral leave. For brief absences to attend local funerals, teachers may, with their principal's approval, secure in-building coverage at no cost to the teacher or the district.

E. Activity / Athletic Leave

A licensed employee who is a coach or a sponsor for a USD 428 club or activity will be granted non-charged leave for the supervision of the activity. This pertains only to USD 428 licensed employees involved with USD 428 coached or sponsored activities. Employees who coach or sponsor for a different district will be required to use personal leave for an absence related to that reason.

SECTION 3 -- OTHER TEMPORARY LEAVES

Regular attendance is an essential function of the job. It is the expectation that employees report to work each day. Employees should not exceed the allotted leave time as stated in the negotiated agreement. Leave for medical reasons is referenced in the district FMLA policy. Any absences beyond entitled leave could be grounds for immediate disciplinary action including termination. The level and severity of the disciplinary action will be the decision of the superintendent or designee. The Board may grant an employee an extended leave for such other reasons or purposes not expressly set forth in this Agreement. Such leaves shall be upon recommendation of the superintendent and shall be chargeable or non-chargeable as the Board shall determine.

SECTION 4 -- RECORD OF LEAVE

Each licensed employee will be provided with a standard form each month of the contracted period detailing the number of leave days that have been used during the current school year and the number remaining in each of the various categories above.

ARTICLE XXI -- PROFESSIONAL COMPENSATION

SECTION 1 -- COMPENSATION

A. SALARY SCHEDULE AND COMPENSATION FOR THE 2026-2027 CONTRACT YEAR.
Salaries for all full-time licensed employees of USD 428 for the 2026-2027 school year shall be established on the following basis.

A1. The salary schedule, a copy of which is attached hereto and marked *Exhibit A*, is adopted and shall be the salary schedule for the 2026-2027 school year.

A2. The base salary [BS Column, Step A (entry step)] for the 2026-2027 contract year shall be $47,100.

A3. No licensed employee may move down an experience step (vertically) on the 2026-2027 salary schedule unless he or she is located in a column where an alphabetical experience step is shown on the schedule.

A4. No column movement will be allowed beyond BS+30 Column unless the licensed employee holds a Master's Degree; however, licensed employees who do not hold a Master's Degree but who by virtue of credit hours previously earned have been placed in a column beyond BS+30 will retain their column placement on the 2005-2006 salary schedule and, with the required hours / in-service credits, will be eligible to advance as far as Column 8 on the schedule. Any licensed employee who was under contract with the district for the 1995-1996 school year and who is not on the salary schedule *(Exhibit A)* will receive a compensation increase subject to the increase of the base salary.

In addition, any licensed employee who was under contract during the 1995-1996 school year who is located in Columns 1 - 10 and who by virtue of degrees earned and/or years of experience is frozen on the last listed step or beyond will receive, in addition to the base salary increase, a "grandfather supplement" of the following: BS Degree in Columns 1-4, $100.00; BS Degree in Columns 5-10, $150.00. In addition to the base salary increase, MS degree teachers on the last listed step will receive a "grandfather supplement" of $200.00, and those in the gray area (frozen) of the salary schedule will receive a "grandfather supplement" of $400.00. On the supplemental contract, all grandfather supplements previous to the current year will be listed on Line 1. The grandfather supplement for the current school year will be listed on Line 2.

In all other parts of this agreement, the foregoing “grandfather supplements” shall be considered a part of each teacher’s “teaching salary.”

A5. All licensed employees who hold Master's Degrees and were under contract with the district during the 1995-1996 school year, but because of years of experience are not on the salary schedule (Exhibit *A*), will be eligible to advance in column by meeting the requirements set forth in Article XXI, Section 6 (Horizontal Movement).

A6. All licensed employees who hold Bachelor's Degrees and are off the current salary schedule or located in Columns 1 - 10, will receive a one-time payment of $2,000.00 upon completion of an approved Master's Degree. Payment, which is made the following year, is contingent upon the recipient’s USD 428 employment during the year of payment. In addition, upon completion of the Master's Degree, the following will apply.

•The licensed employees under contract during the 1995-1996 school year who are:

--currently located off the schedule in Columns 1, 2, 3, or 4 will be placed in Column 5 (MS) and will receive a salary increase equivalent to one column move ($600.00).

--currently located on the schedule in Columns 1, 2, 3, or 4 will be placed in Column 5 (MS) and will receive amounts shown on the appropriate steps of the schedule.

•Any employee currently located in Columns 5 - 10 also advances one (1) column and will be placed at the appropriate step.

A7. Any licensed employee who achieves National Board Certification will, during the year following attainment of such certification, receive a one-time payment of $1,000.00. In addition to this, any money paid to the district by the State of Kansas for National Board Licensed teachers will be distributed to said teachers. Payment is contingent upon the recipient's USD 428 employment during the year of payment.

The following addenda are applicable to Section 1, Item *A* above.

ADDENDUM A: Initial acceptance of the salary schedule proposal depends on the ability of the Board of Education to raise the budget and have it accepted. The salary schedule contains an escape clause in the event that:

•budget authority is not sufficient to fund the salary schedule.
•an enrollment decline is sufficient to impact funding of the salary schedule.
•there is reduction in state aid during the fiscal year.

ADDENDUM B: Normal increments may be withheld if service of the licensed employee is deemed unsatisfactory. A withheld increment within the same contract year may be reinstated when performance is deemed satisfactory.

ADDENDUM C: Licensed employees will conform to professional development growth requirements to be eligible for advancement on the salary schedule.

SECTION 2 -- WORKERS' COMPENSATION *(Reference Board Policy GAOE)*

All school employees shall be under the workers' compensation program under the regulations of the State of Kansas. This will include extended medical benefits through USD 428's Worker's Compensation *KASB Risk Management Worker's Compensation Fund.* Workers' Compensation claims must be properly filed in a timely manner *[within thirty (30) days of the incident, according to statute]*

An outline of procedures for injured employees:

1. Report the incident to your supervisor and to the District Education Business Secretary as soon as possible *(but no later than (30) calendar days after the accident or injury).*
2. For true emergencies, proceed to an Emergency Room, giving reference to the district's designated medical provider.
3. After treatment, immediately return the release form to your supervisor.
4. The Board of Education has a designated healthcare provider to provide medical assistance to any employee who suffers an injury while performing their job. However, if the injured employee chooses to go to a medical provider other than the designated provider, the recovery for such expenses shall be limited to $800.00.

SECTION 3 -- REGULAR TEACHER AS SUBSTITUTE

No regularly assigned teacher will be used as a temporary substitute without the teacher's consent. When, at the request of the administration, a regularly assigned secondary teacher accepts such assignment, compensation will be paid at the rate of one-fifth (1/5) the established substitute's pay for forty-five (45) minutes of accumulated time.

When a regularly assigned elementary teacher shall be required to use designated planning time to substitute due to the absence of a specialist, the teacher will be compensated at the rate of one-fifth (1/5) the established substitute's pay per forty-five (45) minutes of accumulated time.

SECTION 4 -- TRANSPORTATION TRAVEL ALLOWANCE

All employees shall be reimbursed at the State of Kansas mileage rate, as of July 1 each fiscal year, for authorized travel when using one's own vehicle inside or outside the school district when such travel is in conjunction with their assignments.

Mileage reimbursement will be paid to employees on a monthly basis upon presentation of signed vouchers and supporting evidence.

SECTION 5 -- THE SUPPLEMENTAL SALARY SCHEDULE

A. The supplemental salary schedule amount will be figured by adding the established percentage of the base salary for a teacher at the beginning step. The salary will be increased each year when the base salary increases unless the IBB team elects to freeze it at the previous level during the negotiations process. The schedule of compensation is attached to this agreement as Exhibit ***B*.**

B. There shall be a committee to review compensation adjustment requests and to recommend adjustment changes to the Board of Education. Requests from the review committee to the president of the Association or designee and the Superintendent of Schools shall be in writing, with majority and minority (if appropriate) report(s) attached.

Committee members will be jointly appointed by the president of GB-NEA or designee and the Superintendent of Schools. The methodology utilized will be the responsibility of the aforesaid two parties. The chairperson will be the District Activities Director.

Committee members will serve a three (3) year term on the Supplemental Compensation Committee. Beginning with the 2002-2003 school year, fourteen (14) members will be appointed (five to a one-year term; five to a two-year term; and four to a three-year term). Beginning with the 2003-2004 school year, the five "one-year committee members" will be appointed to a three (3) year term. Subsequent years will follow the same format.

The Supplemental Compensation Committee structure will be:

- District Activities Director
- Board of Education Member
- GB-NEA president or designee
- GB-NEA president or designee-Elect
- Building Administrator
- High School Teacher (non-activities participant)
- Middle School Teacher (non-activities participant)
- Elementary School Teacher (non-activities participant)
- District Director of Instrumental Music
- District Director of Vocal Music
- Middle School Coach
- High School Coach
- Teacher from Activities Area
- Teacher from Academic Area
- Recorder (nonvoting)

C. A person receiving supplemental compensation who feels the percentage should be changed for that position will submit a written request for review to the Superintendent of Schools. The request will be forwarded to the GB-NEA president or designee and District Activities Director. The District's Activities Director will develop a meeting agenda, date, location, topics, support materials, etc., which will be forwarded to the Supplemental Compensation Committee members. Minutes of all proceedings will be kept, with copies forwarded to all committee members, to the GB-NEA president or designee, and to the Superintendent of

Schools. Recommendations from the review committee will be submitted to the Superintendent of Schools for presentation to the Board of Education for final approval or rejection.

D. Supplemental pay assignments are separate and in addition to the teacher's duty day.
E. Such assignments shall be voluntary, and no teacher shall be required to accept any such assignment. Refusal to accept a supplemental pay assignment shall not be the basis for negative teacher appraisal.
F. With permission of the administration and the President of the Association and/or designee, teachers may enter into discussions about sharing or splitting the responsibilities of assignments listed on the schedule. Should teachers agree to share/split responsibilities, then such sharing/splitting of the assignment shall be allowed provided that:
    a. The duties assigned to each teacher are placed in writing.
    b. The Salary amount for each teacher will be placed in writing.
    c. The total salary for a position shall be neither greater than nor less than that negotiated.
    d. Alleged violations of the above may become grievable under the procedure described in Negotiated Agreement in Article IV – Grievance Procedure
    e. The Association shall approve in writing within five(5) working days. Failure to respond will indicate approval.
G. Success of Programs: Programs that compete under the Kansas State High School Activities Association (KSHSAA) and qualify for state competitions will be eligible for a "success of the program bonus". Coaches in those programs will receive $150 for every extra week of competition. All coaches will be paid in the program and are paid after the season concludes.
H. Any supplemental assignment not completed will be paid on a prorated basis considering the daily rate or percentage of completed assignment.

SECTION 6 -- HORIZONTAL INCREMENT

In order to meet the requirements of a horizontal increment, any applicant in the bachelors columns must present evidence of the completion of at least 5 college semester hours and 100 PDC points. Applicants in the masters column or beyond must present evidence of the completion of at least 4 college semester hours and 120 PDC points. The college semester hours used for horizontal salary increment must be approved by the appropriate building principal and either the Assistant Superintendent or the Superintendent of Schools before the course is taken. Licensed employees must notify the District Education Center by April 15 of their intent to move horizontally, and final applications for horizontal salary increments must be submitted to the District Education Center by August 1 to apply to the schedule for the current school year. The August verification may be by transcript or class schedule, with the submission of the transcript by September 1.

In determining whether or not a course will be approved, the following factors will be considered: institution granting credit; graduate *vs.* undergraduate credit; how the subject matter of the course relates to the subject matter the employee is teaching; how the course offers improvement in teaching skills and procedures; how the course offers improvement in communication skills; how the course offers an understanding of growth and behavior of students; and how the course offers an understanding of the school in our society and the school's relationship to the community, parents, and students.

SECTION 7 -- FRINGE BENEFITS

In addition, the Board of Education will provide an insurance benefit covering 90% of a single plan, which will be reviewed annually. A monthly credit of $50.00 will be applied to the employee's selected district plan if the employee participates in the annual district-sponsored health screening.

SECTION 8 -- REIMBURSEMENT FOR PHYSICAL EXAM

Whenever the Board requires an employee to undergo a physical examination, the employee shall be entitled to reimbursement of expenses up to $50.00. The Board shall reimburse the actual amount if the expenses are under $50.00. The employee shall provide to the Board a receipt of actual expenses incurred.

SECTION 9 -- DIRECT DEPOSIT

Licensed employees' compensation for the performance of contracted duties may be by direct deposit to a financial institution and to the account of the employee's choice. A facsimile of the deposited check is available to the licensed employee.

SECTION 10 – ANNUITY PROGRAM

Annuity Program. Unified School District 428 will annually invest $1,000 (prorated for part-time teachers) for individuals in a defined contribution program (tax-sheltered annuity). The benefit, which is facilitated by the district's Plan 125 administrator, is provided at no cost to the employees. Withdrawal factors vary between current district employees and those subsequently new to USD 428, although full vesting occurs after the fifteenth year of teaching in USD 428.

CONTRIBUTION PLAN

Annual District Contribution:	$1,000
Personal Contributions:	At discretion of employee.
Withdrawal of Funds:	With retirement or resignation within the first five years of employment, the employee receives no money from the plan. After the fifth year, the employee may take 10%, with increased availability of an additional 10% each year until after the fifteenth year, when there is total employee fund-ownership.

SECTION 11 -- CONCURRENT CREDIT COMPENSATION

Concurrent credit courses may, with district approval, be taught at Great Bend High School through Barton Community College. Concurrent credit teachers will be paid directly by BCC.

SECTION 12 -- MENTORING PROGRAM COMPENSATION

A teacher mentor program is intended to orient the beginning teacher to the school setting and to encourage professional growth through collaboration and collegiality. Qualified mentor teachers, as approved by the Superintendent and the GB-NEA president or designee, are paid a minimum of $500.00 per school year. Compensation for second-year mentors and beyond will be a minimum of $250.00 or will equal the amount reimbursed by the State of Kansas to the district, whichever is greater. A licensed teacher assigned to support an Instructional Support Position, filling a classroom position, will be paid $500 in addition to mentor compensation.

SECTION 13 -- JOB SHARE TEACHERS

Job-sharing teachers (a situation in which two teachers share one full-time teaching position) will each be paid one-half of a full-time salary as determined by the negotiated salary schedule. Each job-sharing teacher will also receive one-half of the normal allotment of leave days as defined elsewhere in this Agreement. Each teacher, if he/she elects to participate in the district's health insurance plan, will be entitled to receive one-half of the health insurance benefit provided to full-time licensed employees. At the conclusion of the school year, each teaching partner will be credited with a full year of teaching experience. Retired teachers (current KPERS retirement benefits recipients) who work as job-sharing teachers may earn compensation only to the allowable amount without penalties according to KPERS guidelines. Other stipulations regarding job-sharing teachers are specified in Appendix VII of the *Licensed Employees' Agreement*.

ARTICLE XXII -- PAYROLL DEDUCTIONS

SECTION 1

The Board of Education will provide that, whenever duly authorized by any licensed employee on a (properly completed) form(s) appropriate for such or required by law, the Superintendent's Office shall make the necessary deductions over a twelve (12) month period for the following purpose [except for United Teaching Profession dues, which will be for ten (10) months]. New members of the Association may elect to have their dues deducted in nine (9) monthly installments beginning with the October paycheck and ending with the June paycheck. If such new members prefer, they can have their dues deducted in ten (10) installments from September to June, the same as continuing members.

Regular Payroll Deductions

- Withholding Tax -- Federal and State
- Social Security
- Medicare
- Kansas Public Employees Retirement System (KPERS)
- United Teaching Profession Dues, NEA
- Tax-Sheltered Annuities and IRA's with Local Financial Institutions
- Salary Protection Insurance
- United Way
- Club One Fitness
- Texas Life Permanent Life Insurance

Plan 125 Options

- District-Approved Health Insurance
- Term Life Insurance
- Cancer Insurance
- Child and Dependent Care Costs
- Medical Expense Reimbursement
- Dental Protection Plan
- Vision Care Plan
- *Accident Only* Insurance Plan
- KPERS Optional Life Insurance
- 457b Deferred Compensation Plan

SECTION 2

Employee payroll deductions of an investment nature will be transmitted to the appropriate companies on designated pay days.

SECTION 3

Upon transmittal of the authorized deduction, the Board of Education disclaims all responsibility for individual participants in tax-sheltered annuities, other than to notify the participant of any discrepancies of which the Board is aware.

SECTION 4

The Association shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically cost and attorney fees) that shall arise out of or by reason of any action taken or not taken by the Board of Education for the purpose of complying with the provisions of Sections 1, 2, 3, and 4.

ARTICLE XXIII -- EMPLOYEE USE OF FACILITIES

SECTION 1 -- SCHOOL BUILDING USE

A. Licensed employees may remain at work in the school's building after designated closing times by assuming responsibility for their office and/or their classroom, and their exit.

B. These employees who desire to avail themselves of their building and classroom for the purpose of continuing their work on evenings, weekends, holidays, and other such times when buildings are not normally open to these employees shall make arrangements with their principal. These arrangements shall include the necessary keys issued to the employee. If, at any time, as a result of these arrangements the principal feels the security of the building is not in proper order, he/she shall report to the building representative. The building representative shall investigate and report back to the principal.

C. Employees shall have the right to reasonable use of building facilities for school-oriented meetings at reasonable times and hours. Such use shall be prearranged and approved by the building principal.

SECTION 2 -- SCHOOL EQUIPMENT

A. Definition
Supplies such as consumable items shall not be interpreted to be equipment.

B. Computers and other instructional equipment will be maintained in good working condition where they will be available for teachers' use. Photocopying equipment in individual buildings will be available for duplicating instructional materials for teachers on a limited basis. Instructional materials submitted by teachers to be copied at the District Education Center will be copied and returned to the teachers by the next school day.

C. Reasonable use may be made of equipment by the employees; however, same shall not be removed from the building except with advanced approval of the building principal.

SECTION 3 -- COMMUNICATIONS

A. Subject to reasonable regulation by the building principal, employees shall have the right to post items on faculty bulletin boards, to place items in instructors' building or electronic mail boxes, and to have announcements read over the public address system.

B. At any time the majority of the employees in a building feel that a change in the telephone communications should be made, they shall notify the building representative. The building representative, or his/her appointees, in cooperation with the principal shall make a study of the communication system. The building representative shall report to the employees and the principal shall report to the superintendent the results of the study. This report shall include the location of the telephones (present and proposed), the monthly cost of the proposed system, as well as the cost of the present system. Reasons for proposed changes shall be given. Effort will be made by the superintendent to make the proposed changes. If a sizable monetary factor is involved, the superintendent will report to the Board for consideration.

ARTICLE XXIV -- REDUCTION IN STAFF

When the Board determines that a reduction in staff is necessary, it will notify the GB-NEA in writing that staff reduction procedures are being considered.

The Board will attempt to reduce staff using the following procedure:

1. Normal attrition and transfer within the system.
2. Release of part-time employees.
3. Application of a point system to remaining teachers, not listed in any specific order, applied in area(s) deemed necessary for reduction.
   a. Special areas (K-6)
      - •Art
      - •Physical Education
      - •Special Education
      - •Vocal and Instrumental Music
   b. All other areas (K-6).
   c. Subject matter areas (7-12).

Point System for Staff Reduction

A point system will be used to determine the order of staff reduction in each of the above areas. The following instrument will apply only to staff reduction.

Experience: (35 points maximum)
1 point will be given for each year within the system.
1/2 point will be given for each year outside the system.

Professional Preparation: (35 points maximum)
1/3 point for each approved semester hour above B.A.
10 points in addition to above -- M.A. Degree.
5 points in addition to above -- Specialist Degree and/or Doctorate Degree.

Administrative Rating of Personnel (30 points maximum)

3 points ATTITUDE TOWARD STUDENTS -- Exhibits enthusiasm; uses praise and constructive criticism; uses student ideas; and has good rapport.

3 points ATTITUDE TOWARD TEACHING -- Seeks professional improvement; is alert to new ideas; is actively involved by participating in in-service opportunities, membership on committees, and membership in subject-matter organizations on the local, state, and national levels.

3 points ATTITUDE TOWARD TOTAL PROFESSIONAL STAFF -- Displays the character and objectivity expected of a professional; accepts personal responsibility for compliance with policy and procedure; is attentive to administrative requests.

3 points ATTITUDE TOWARD THE TOTAL SCHOOL PROGRAM -- Is informed; demonstrates patience and understanding in carrying out institutional goals; accepts group decisions without necessarily agreeing.

3 points CLASSROOM CONTROL AND MANAGEMENT -- Has regard for individual difference of students; handles discipline problems with consistency, firmness, and fairness.

3 points CLARITY IN PRESENTATION -- Makes assignments clearly understood; uses materials, tests, and evaluation procedures appropriate to the intellectual and maturity level of the group level taught.

3 points COMMUNICATION WITH PARENTS -- Keeps parents informed of the students' progress; uses good judgment and tact when explaining students' in-school problems to parents; provides concrete evidence of students' growth and shortcomings; creates good feelings and engenders confidence and respect.

3 points ORGANIZATION -- Makes lesson plans and daily goals apparent to the students; knows procedures for attendance accounting and for make-up work; carefully organizes class time and keeps students on assignment.

3 points SUBJECT MATTER KNOWLEDGE -- Has a good knowledge of the subject matter and relates the subject matter to the students.

3 points USE OF LEARNING MATERIALS, STYLES, AND ACTIVITIES -- Uses current teaching methods, classroom techniques, and subject matter to motivate the students to a high degree of self-esteem and encourages the student to accept responsibility.

Re-employment of Personnel

Any teacher's contract non-renewed because of a reduction in staff will have recall rights for a period of two (2) years following the effective date of non-renewal.

A teacher wishing to exercise the recall rights must notify the Board and GB-NEA prior to the date of the last service and submit a mailing address to be used for recall.

During the recall period**,** the Board will give notification by licensed mail to such teacher of any teaching vacancy for which the teacher is licensed as such positions become available.

A teacher wishing to be assigned to such a vacant teaching position must notify the Board by certified mail within ten (10) days after receipt of notification of the vacancy. Failure of the teacher to accept the position or to notify the Board will be considered a rejection of the same, and the teacher will waive further recall rights.

The vacant position will be offered first to the last qualified teacher non-renewed.

No new licensed teacher will be employed for a vacant position until all teachers who are eligible for recall and are licensed for the position have been provided the opportunity of filling the position.

A teacher, upon recall, will have reinstituted all the unused sick leave he/she had accrued prior to the reduction in force and will be given credit for all previous years of service when placed on the salary schedule.

Exhibit A Salary Schedule

UNIFIED SCHOOL DISTRICT 428 GREAT BEND
2026-2027
SALARY SCHEDULE

	BS	BS+10	BS+20	BS+30	MS	MS+10	MS+20	MS+30	MS+40*	Ed.
	1	2	3	4	5	6	7	8	9	10
1	47,100	48,100	49,100	50,100	52,100	53,10	54,100	55,100	56,100	58,100
2	47,600	48,600	49,600	50,600	52,600	53,60	54,600	55,600	56,600	58,600
3	48,100	49,100	50,100	51,100	53,100	54,10	55,100	56,100	57,100	59,100
4	48,600	49,600	50,600	51,600	53,600	54,60	55,600	56,600	57,600	59,600
5	49,100	50,100	51,100	52,100	54,100	55,10	56,100	57,100	58,100	60,100
6	49,600	50,600	51,600	52,600	54,600	55,60	56,600	57,600	58,600	60,600
7	50,100	51,100	52,100	53,100	55,100	56,10	57,100	58,100	59,100	61,100
8	50,600	51,600	52,600	53,600	55,600	56,60	57,600	58,600	59,600	61,600
9	51,100	52,100	53,100	54,100	56,100	57,10	58,100	59,100	60,100	62,100
10	51,600	52,600	53,600	54,600	56,600	57,60	58,600	59,600	60,600	62,600
11		53,100	54,100	55,100	57,100	58,10	59,100	60,100	61,100	63,100
12		53,600	54,600	55,600	57,600	58,60	59,600	60,600	61,600	63,600
13			55,100	56,100	58,100	59,10	60,100	61,100	62,100	64,100
14			55,600	56,600	58,600	59,60	60,600	61,600	62,600	64,600
15				57,100	59,100	60,10	61,100	62,100	63,100	65,100
16				57,600	59,600	60,60	61,600	62,600	63,600	65,600
17				58,100	60,100	61,10	62,100	63,100	64,100	66,100
18					60,600	61,60	62,600	63,600	64,600	66,600
19						62,10	63,100	64,100	65,100	67,100
20						62,60	63,600	64,600	65,600	67,600
21							64,100	65,100	66,100	68,100
22							64,600	65,600	66,600	68,600
23								66,100	67,100	69,100
24								66,600	67,600	69,600
25								67,100	68,100	70,100
26								67,600	68,600	70,600
27								68,100	69,100	71,100
28								68,600	69,600	71,600
29								69,100	70,100	72,100
30								69,600	70,600	72,600
31								70,100	71,100	73,100
32								70,600	71,600	73,600
33								71,100	72,100	74,100
34								71,600	72,600	74,600
35								72,100	73,100	75,100
36								72,600	73,600	75,600
37								73,100	74,100	76,100
	*500 will be added to each cell for these columns on the contract after 37 as a longevity bonus									
	Horizontal movement is further described on page 35 of this agreement									

Exhibit B: Supplementary Salary

UNIFIED SCHOOL DISTRICT 428
2026-2027
SUPPLEMENTARY SALARY SCHEDULE
REFERENCE: ARTICLE XXI – PROFESSIONAL COMPENSATION, SECTION 5,A

Academic, Activities (KSHSAA)

A- Activities (High Schoo-HS / Middle School-MS / Elem	** Calculated as % of base salary for current year								Base =	$47,100
	Position	Base Pay	Base (Years 1,2,3)		Years (4,5,6)		Years (7,8,9)		Years (10+)	
Debate	Head Coach	$5,652	12%	$5,652	12.5%	$5,888	13%	$6,123	14%	$6,594
(Fall Activity)	Assistant (2)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
Forensics	Head Coach	$5,652	12%	$5,652	12.5%	$5,888	13%	$6,123	14%	$6,594
(Spring Activity)	Assistant (2)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
KAYS/Kayettes	KAYS (Head)	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	5%	$2,355
(All year)	Kayettes (Head)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
	Kayettes (Asst)	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
Music - Band (HS)	Head Coach	$5,652	12%	$5,652	12.5%	$5,888	13%	$6,123	14%	$6,359
(All Year)	Assistant (1)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
	K-12 Coordinator	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
Music - Band (MS)	Head Coach	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
(All Year)	Assistant (1)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
	0 hour Jazz	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
Music - Orchestra (HS)	Head Coach	$5,652	12%	$5,652	12.5%	$5,888	13%	$6,123	14%	$6,594
(All Year)	Assistant (1)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
Music - Orchestra (MS)	Head Coach	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
(All Year)	Assistant (1)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
	0 Hour	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
Music (HS)	Head Coach	$5,652	12%	$5,652	12.5%	$5,888	13%	$6,123	14%	$6,594
(All Year)	Assistant (1)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
	K-12 Coordinator	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
	Vocal Youth Choir	$1,884	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
Music (MS)	Head Coach	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
(All Year)										
Scholars Bowl (HS)	Head Coach	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	7%	$3,297
(Fall Activity)										
Scholars Bowl (MS)	Head Coach	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
(Winter Activity)										

Academic, Activities (KSHSAA) cont.

Cheer Team (HS)	Head Coach	$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	13%	$6,123
(Fall/Winter Activity)	Assistant (2)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
Cheer Team (MS)	Head Coach	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
(Fall/Winter Activity)	Assistant (1)	$1,884	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
Dance Team (HS)	Head Coach	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	11%	$5,181
(Fall/Winter Activity)										
Drumline (HS)	Sponsor	$3,062	6.5%	$3,062	7%	$3,297	7.5%	$3,533	8%	$3,768
(Fall/Winter Activity)	split pay contract									
Flag Line (HS)	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	9%	$4,239
(Fall Activity)	split pay 90/10									
E-Sports Team	Head Coach	$3,768	8%	$3,768	8.5%	$4,004	9%	$212	10.0%	$4,710
Winter KSHSAA Activity	Assistant (1)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
Student Council (HS)	Head Coach	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	7%	$3,297
(All Year)	Assistant (1)	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
Student Council (MS)	Head Coach	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
(All Year)	Assistant (1)	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
Student Council (Elem)	See Below		1%	$471	not eligible for longevity pay					
(All year)	Jefferson (shared)	$471								
	Jefferson (shared)									
	Eisenhower (shared)	$471								
	Eisenhower (shared)									
	Lincoln (shared)	$471								
	Lincoln (shared)									

Exhibit B: Supplementary Salary

UNIFIED SCHOOL DISTRICT 428
2026-2027
SUPPLEMENTARY SALARY SCHEDULE
REFERENCE: ARTICLE XXI – PROFESSIONAL COMPENSATION, SECTION 5,A

Academic, Activities (non-KSHSAA) page 1

Clubs & Organizations - High School and Middle School			** Calculated as % of base salary for current year						Base =	$47,100
	Position	Base Pay	Base (Years 1,2,3)		Years (4,5,6)		Years (7,8,9)		Years (10+)	
Art Club	Sponsor	$589	1.25%	$589	1.50%	$707	1.75%	$824	2%	$942
Class Sponsor(s)	9th Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
	10th Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
	11th Sponsor	$1,178	2.5%	$1,178	2.75%	$1,295	3%	$1,413	3.25%	$1,531
	12th Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
Drama	Sponsor	$4,004	8.5%	$4,004	9%	$4,239	9.5%	$4,475	10%	$4,710
Drama/Thespian Club - One Acts Included										
E-Sports - Robotics (HS)	Sponsor	$1,884	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
E-Sports Club (MS)	Sponsor	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
	assistant	$1,178	2.5%	$1,178	2.75%	$1,295	3%	$1,413	3.25%	$1,531
FBLA/DECA	Sponsor	$4,004	8.5%	$4,004	9%	$4,239	9.5%	$4,475	10%	$4,710
FEA (Educator's Rising)	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
FFA	Sponsor	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
El Sol	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
Foreign Language	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
HOSA	Sponsor	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
	assistant	$1,178	2.5%	$1,178	2.75%	$1,295	3%	$1,413	3.25%	$1,531
Math Club	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
National Honor Society	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
Pep Club	Sponsor	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
Presidents Club	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
Publications (Yearbook)-HS	Sponsor	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Publications (Yearbook)-MS	Sponsor	$2,120	4.5%	$2,120	5%	$2,355	5.5%	$2,591	6%	$2,826
	2 co-sponsors									
Student Ambassador Club	Sponsor	$589	1.25%	$589	1.5%	$707	1.75%	$824	2%	$942
New in 24-25										
VoTech	Sponsor(s)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
		$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533

Exhibit B: Supplementary Salary

UNIFIED SCHOOL DISTRICT 428
2026-2027
SUPPLEMENTARY SALARY SCHEDULE
REFERENCE: ARTICLE XXI – PROFESSIONAL COMPENSATION, SECTION 5,A

Academic, Activities (non-KSHSAA) page 2

Service to the Profession										
HS Sports Info(Social Media)	HS (F/W/S)	$3,297	7%	$3,297	Not eligible for longevity pay					
Machines	Sponsor	$1,649	3.5%	$1,649	Not eligible for longevity pay					
Department Chair	Level I (Core Classes)	$1,884	4%	$1,884	Not eligible for longevity pay					
Multiple Positions	Level II	$824	1.75%	$824	Not eligible for longevity pay					
Middle School Core Content Lead		$707	1.50%	$707	Not eligible for longevity pay					
PDC Representatvie		$824	1.75%	$824	Not eligible for longevity pay					
Multiple Positions										
Community Service Coordinator		$942	2%	$942	Not eligible for longevity pay					
Multiple Positions										
Special Ed Coordinator		$2,591	5.5%	$2,591	Not eligible for longevity pay					
Multiple Positions										
Licensed Spec Ed Teacher		$1,295	2.75%	$1,295	Not eligible for longevity pay					
Multiple Positions										
Concession Stand Coordinator	Sponsor	$3,768	8%	$3,768	8.5%	$4,004	9%	$4,239	9.5%	$4,475
Library Homework Help	Sponsor	$1,884	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
Live Stream Media	Sponsor	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	11.5%	$5,417
Plays (per play)	Director Fall	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
	Director Spring	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
	Assistant Fall	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
	Assistant Spring	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
	Assistant Fall	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
	Assistant Spring	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120

Exhibit B: Supplementary Salary

UNIFIED SCHOOL DISTRICT 428
2026-2027
SUPPLEMENTARY SALARY SCHEDULE
REFERENCE: ARTICLE XXI – PROFESSIONAL COMPENSATION, SECTION 5,A

Athletics - page 1

KSHSAA- Athletics (HS)			** Calculated as % of base salary for current year						Base =	$47,100
Sport	Position	Base Pay	Base (Years 1,2,3)		Years (4,5,6)		Years (7,8,9)		Years (10+)	
FALL SPORTS										
Bowling Unified (B/G)	Head Coach	$3,768	8%	$3,768	9%	$4,004	9%	$4,239	10%	$4,710
Cross Country (B/G)	Head Coach	$5,652	12%	$5,652	13%	$5,888	13%	$6,123	14%	$6,594
	Assistant (1)	$3,768	8%	$3,768	8.5%	$4,004	9%	$4,239	9.5%	$4,475
Football	Head Coach	$8,478	18%	$8,478	18.5%	$8,714	19%	$8,949	20%	$9,420
Off / Def Coordinator	Assistant (2)	$6,123	13%	$6,123	13.5%	$6,359	14%	$6,594	14.5%	$6,830
	Assistant (7)	$5,652	12%	$5,652	12.5%	$5,888	13%	$6,123	13.5%	$6,359
Golf (G)	Head Coach	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	12%	$5,652
	Assistant (1)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
Soccer (B)	Head Coach	$6,594	14%	$6,594	14.5%	$6,830	15%	$7,065	16%	$7,536
	Assistant (2)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Tennis (G)	Head Coach	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	12%	$5,652
	Assistant (1)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	split pay									
Volleyball	Head Coach	$6,594	14%	$6,594	14.5%	$6,830	15%	$7,065	16%	$7,536
	Assistant (3)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
WINTER SPORTS										
Basketball (B)	Head Coach	$8,007	17%	$8,007	17.5%	$8,243	18%	$8,478	19%	$8,949
	Assistant (3)	$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
Basketball (G)	Head Coach	$8,007	17%	$8,007	17.5%	$8,243	18%	$8,478	19%	$8,949
	Assistant (3)	$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
Bowling (B/G)	Head Coach	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	12%	$5,652
	Assistant (1)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
Swim (B)	Head Coach	$6,123	13%	$6,123	13.5%	$6,359	14%	$6,594	15%	$7,065
	Assistant (1)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Wrestling (Boys)	Head Coach	$8,007	17%	$8,007	17.5%	$8,243	18%	$8,478	19%	$8,949
	Assistant (2)	$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
Wrestling (Girls)	Head Coach	$8,007	17%	$8,007	17.5%	$8,243	18%	$8,478	19%	$8,949
	Assistant (2)	$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888

Athletics - page 2

SPRING SPORTS										
Baseball	Head Coach	$6,594	14%	$6,594	14.5%	$6,830	15%	$7,065	16%	$7,536
	Assistant (4)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Golf (B)	Head Coach	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	12%	$5,652
	Assistant (1)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
Soccer (G)	Head Coach	$6,594	14%	$6,594	14.5%	$6,830	15%	$7,065	16%	$7,536
	Assistant (2)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Softball	Head Coach	$6,594	14%	$6,594	14.5%	$6,830	15%	$7,065	16%	$7,536
	Assistant (4)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
		$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Swim (G)	Head Coach	$6,123	13%	$6,123	13.5%	$6,359	14%	$6,594	15%	$7,065
	Assistant (1)	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
Tennis (B)	Head Coach	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	12%	$5,652
	Assistant (1)	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
Track & Field (B/G)	Head Coach	$8,007	17%	$8,007	17.5%	$8,243	18%	$8,478	19%	$8,949
	Assistant (7)	$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
		$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
		$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
		$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
		$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
		$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
		$5,181	11%	$5,181	11.5%	$5,417	12%	$5,652	12.5%	$5,888
ATHLETIC TRAINER / STRENGTH AND CONDITIONING										
Athletic Trainer	Fall	$4,239	9%	$4,239	9.50%	$4,475	10%	$4,710	10.50%	$4,946
	Winter	$4,239	9%	$4,239	9.50%	$4,475	10%	$4,710	10.50%	$4,946
	Spring	$4,239	9%	$4,239	9.50%	$4,475	10%	$4,710	10.50%	$4,946
School Year S & C	HS Fall	$2,826	6.00%	$2,826	6.5%	$3,062	7.00%	$3,297	7.5%	$3,533
Per Season Varies										
	HS Winter	$2,826	6.00%	$2,826	6.5%	$3,062	7.00%	$3,297	7.5%	$3,533
	HS Spring	$2,826	6.00%	$2,826	6.5%	$3,062	7.00%	$3,297	7.5%	$3,533
Summer S & C	Head	$6,594	14%	$6,594	No longevity increase - *Paid in Summer					
	Assistant	$3,297	7%	$3,297	No longevity increase - *Paid in Summer					

Athletics - page 3

KSHSAA- Athletics (MS)			** Calculated as % of base salary for current year						Base =	$47,100
	Position	Base Pay	Base (Years 1,2,3)		Years (4,5,6)		Years (7,8,9)		Years (10+)	
FALL SPORTS										
Cross Country (B/G)	Head Coach	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
(7th/8th Combined)	Assistant (1)	$1,884	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
Football	Head Coach 8th	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
	Head Coach 7th	$4,239	9%	$4,239	9.5%	$4,475	10%	$4,710	10.5%	$4,946
	Assistant (4)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
Volleyball 8th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Volleyball 7th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
WINTER SPORTS										
Basketball (B) 8th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Basketball (B) 7th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Basketball (G) 8th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Basketball (G) 7th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Wrestling (B)	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
(7th/8th Combined)	Assistant (2)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Wrestling (G)	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
(7th/8th Combined)	Assistant (2)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
SPRING SPORTS										
Soccer (B) 7th/8th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Soccer (G) 7th/8th	Head Coach	$3,297	7%	$3,297	7.5%	$3,533	8%	$3,768	8.5%	$4,004
	Assistant (1)	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
Tennis (B/G) 7th/8th	Head Coach	$2,355	5%	$2,355	5.5%	$2,591	6%	$2,826	6.5%	$3,062
	Assistant (2)	$1,413	3%	$1,413	3.5%	$1,649	4%	$1,884	4.5%	$2,120
Track & Field (B/G) 7th/8th	Head Coach (B/G)	$4,710	10%	$4,710	10.5%	$4,946	11%	$5,181	11.5%	$5,417
	Assistant (5)	$2,826	6%	$2,826	6.5%	$3,062	7%	$3,297	7.5%	$3,533
School Year S & C	MS Fall	1840	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
	MS Winter	1840	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
	MS Spring	1840	4%	$1,884	4.5%	$2,120	5%	$2,355	5.5%	$2,591
Activities Coordinator-MS	MS Fall	5417	11.5%	$5,417	Not eligible for longevity pay					
	MS Winter	5471	11.5%	$5,417	Not eligible for longevity pay					
	MS Spring	5417	11.5%	$5,417	Not eligible for longevity pay					

Exhibit C

Unified School District 428, Great Bend
EXTRA CONTRACT DAYS

Categories Without Assigned Points as Listed in the Supplemental Salary

Curriculum Work	**$21.53**
Extra Class	**$2,889.69**
Parent Engagement Nights	**$50.00**
Extra Duty Work Outside Contract Day – Hourly	**$16.15**
Summer School Classroom Instruction – Hourly	**$21.53**
After-School Instruction	**$21.53**

APPENDIX I

CODE OF ETHICS OF THE EDUCATION PROFESSION

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession *indicates the aspiration of all educators and provides standards by which to judge conduct.*

The remedies specified by the NEA and / or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I: COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator—

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.

2. Shall not reasonably deny the student access to varying points of view.

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

5. Shall not intentionally expose the student to embarrassment or disparagement.

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—

    a. Exclude any student from participation in any program.
    b. Deny benefits to any student.
    c. Grant any advantage to any student

7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II: COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In this belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator—

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.

2. Shall not misrepresent his / her professional qualifications.

3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. Shall not assist a non-educator in the unauthorized practice of teaching.

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

7. Shall not knowingly make false or malicious statements about a colleague.

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

APPENDIX II

PLAN OF ASSISTANCE

Philosophy

A *Plan of Assistance* is a concentrated, comprehensive approach intended to increase the effectiveness of the teacher whose performance does not meet district standards as determined by established evaluation procedures.

A *Plan of Assistance* utilizes resources beyond that of a single building administrator or director. It is a team effort that brings together the skills, knowledge, and time of several well-trained individuals, mutually chosen by the teacher and evaluator, who concentrate their efforts to assist in securing positive changes in the behavior of the faculty member. If another teacher is a member of this team, the assisting teacher's comments will not be part of the summative evaluation.

Procedures

1. After at least two (2) formal evaluations have been completed, the teacher, in conference with the evaluating administrator, shall be given notice that a *Plan of Assistance* will be developed. The teacher, evaluator, and other appropriate personnel will be included in the development of the plan.

2. The *Plan of Assistance* shall include all elements listed on the USD 428 Plan of Assistance format.

3. The *Plan of Assistance* shall be in effect for no less than one calendar year and no longer than two school terms.

Format

Background Information.....

This section should include:

- Teacher's name.
- School and/or department.
- Teaching assignment.
- Teaching experience.

Statement of Deficiency.....

This section should include:

- Direct reference to the evaluation instrument specifying area(s) of performance not meeting district expectations.

General Statement for Plan of Assistance.....

This section should include:

- The purpose of and/or the justification for the *Plan of Assistance.*

- The role of the administrator.
- The directive that the *Plan of Assistance* is to be followed.
- What action will occur if desired improvements are not achieved or directives are not satisfactorily met.

Program to be Followed.....

This section should include:

- A very specific statement as to what is expected of a teacher. (Connect it to each area of performance rated as not meeting district expectations on the evaluation instrument.)
- A series of reasonable activities and timelines for each area of performance not meeting district expectations.
- Resources and/or proposals suggested by the teacher.
- What assistance will be offered by the administrator and other resources.

Monitoring System.....

This section should include:

- The schedule of conferences and observations to determine progress. (Each conference and observation must be followed by a written report or summary, with a copy provided to the teacher.)
- The method of altering or adjusting the program.
- A specific time for final assessment of the program.

Final Evaluation.....

This section should include:

- A final assessment of the satisfactory or unsatisfactory achievement of the program.
- A conference in which the final outcome shall be communicated to the teacher.

Recommendation.....

This section should include:

- An administrator's recommendation regarding the future status of the teacher.
- A copy of the recommendation for the superintendent.

Signature Section.....

This section should include the following statement:

Signatures below signify only receipt and delivery of the memorandum.

_____	_____
Teacher's Signature	Date
_____	_____
Administrator's Signature	Date

Copy distribution: Personnel File

2026-2027

GREAT BEND
PUBLIC SCHOOLS • USD 428

August 2026

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	{+19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19*	20*	21	22/	23	24
25	26	27	28	29	30	31

November 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August
3, 4 - Enrollment
6-7,10-12 - New Teacher Orientation
13 - Business Showcase/Teacher Inservice
14 - Teacher Inservice
17, 18 - Teacher Workday
19 - First Day of Classes
Full Day for Grade Pre-K-6, 7, 9
20 - First Day of Classes - Grades 8, 10-12
August includes an extra 1/2 contract day to compensate for open house.

September
7- NO SCHOOL - Labor Day
28 - NO SCHOOL - Teacher Inservice

October
16 - End of 1st Quarter
16 - NO SCHOOL - Teacher Collaboration/Grading
19, 20 - Parent Teacher Conferences 5-8 p.m.
22- 11:45 Dismissal - PTC 1-4 p.m.
23 - NO SCHOOL
October includes an extra contract day to compensate for P/T conferences.

November
2 - NO SCHOOL - Teacher Collaboration/Grading
23-27 - NO SCHOOL - Thanksgiving Recess

December
18 - End of 2nd Quarter/1st Semester
21-31 - NO SCHOOL - Winter Recess

January
1 - NO SCHOOL - Winter Recess
4 - NO SCHOOL - Teacher Work Day
18 - NO SCHOOL - Teacher In-Service - Martin Luther King Day

February
22, 23 - Parent Teacher Conferences 5-8 p.m.
25 - 11:45 Dismissal - PTC 1-4 p.m.
26 - NO SCHOOL
February includes an extra contract day to compensate for P/T conferences.

March
11 - End of 3rd Quarter
12 - NO SCHOOL - Teacher Collaboration/Grading
15-19 - NO SCHOOL - Spring Break
26 - NO SCHOOL - Spring Holiday
29 - NO SCHOOL Teacher Collaboration/Grading

April

May
16 - GBHS Graduation - 5:00 pm
20 - End of 4th Quarter/Last Day of Classes
21 - Teacher Workday and Checkout

February 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22*	23*	24	25/	26	27
28						

March 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20}	21/	22
23	24	25	26	27	28	29
30	31					

June 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

No School - Holiday or School not in session
* Parent/Teacher Conferences
No School - Teacher In-service/Workday
\+ No School - Grade 8, 10-12

{ } First/Last day of school
/ 11:45 Dismissal
___ End of quarter/semester

School Hours

Preschool:	8:00-11:00 or 12:30-3:25
Elementary:	8:00 am - 3:25 pm
Middle School:	8:05 am - 3:25 pm
High School:	8:05 am - 3:20 pm

Updated 6-8-2026

GREAT BEND
PUBLIC SCHOOLS · USD 428

LICENSED EMPLOYEES CONTRACT

Column: __
FTE: __
Step: __

IT IS HEREBY AGREED, By and between the Board of Education, Barton County Unified School District No. 428 of Great Bend, State of Kansas, hereinafter called the Board, and ***(employee name)*** hereinafter called the Employee.

That said Employee is to teach in a public school in said School District during the school year **20__-20__**, follow the course of study adopted by the Board and conform to all the rules and regulations established by the Board for a period of **180.0 days** commencing at such time with such intervals as shall be in accordance with the school calendar.

Employee shall be paid the sum of **$_____Dollars**, payments to be made in twenty-four (24) installments beginning September 11, 20__. The last payment under this contract to be made only after said Employee shall have made all required reports, accounted for all school property charged to said Employee during the term of this contract and after the Superintendent has certified in writing that such requirements have been fully complied with.

PROVIDED, FIRST, That the Board reserves the right as provided by law and due process to terminate this contract for cause.

PROVIDED, SECOND, That this contract shall become null and void if the Employee fails to provide the Board with a legal certificate to teach in the School District, valid during the life of this contract.

PROVIDED, FURTHER, That if said Employee is legally dismissed from school, or the certificate is legally annulled by expiration or otherwise, then said Employee shall not be entitled to compensation from and after such dismissal or annulment.

PROVIDED, FURTHER, That said Board reserves the exclusive right to assign the grade and room in which said Employee shall teach in said schools; and to make changes in such assignments as it may deem necessary; and also require the Employee to follow the professional course of study adopted by the Board.

PROVIDED, FURTHER, That it is agreed that the Certified Employees Employment Policy, as it exists on the contract date, is incorporated herein by reference, and its provisions shall be considered a part of this contract.

This contract will not be valid unless signed by the Employee and returned to the Clerk of the Board before **September __, 20__.**

THE BOARD OF EDUCATION
BARTON COUNTY UNIFIED SCHOOL DISTRICT NO. 428
1809 24th Street
GREAT BEND, KANSAS 67530

John P. Popp, CLERK

EMPLOYEE

DATE

SAMPLE

SUPPLEMENTAL DUTY CONTRACT
REVISED
Barton County Unified School District #428
1809 24th Street
Great Bend, KS 67530

Employee Name:

This contract should be attached to your current contract for the 20__-20__ school year. This contract is effective when properly signed by the Clerk of the Board of Education and the employee.

1. Current base salary for 20__ - 20__: $_____

2. Extra assignment(s) for 20__ - 20__:

   Sport/activity #1 _____

   Sport/activity #2 _____

3. TOTAL ALL CONTRACTS FOR 20__ - 20__ $_____

This contract will not be valid unless signed by the Employee and returned to the Clerk of the Board before **September __, 20__**.

THE BOARD OF EDUCATION
BARTON COUNTY UNIFIED SCHOOL DISTRICT NO. 428
GREAT BEND, KANSAS 67530

_____ **John P. Popp, CLERK**
EMPLOYEE

_____
DATE

SAMPLE

Appendix VI

GRIEVANCE FORM
Unified School District 428

Submit to Principal in triplicate.

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Teacher

LEVEL II

A. Date cause of the grievance occurred _____

B. Date of Level I conference _____

C. 1. Statement of grievant _____
_____
_____
_____
_____

2. Relief sought _____
_____
_____
_____
_____

_____
Signature Date

D. Disposition by Principal _____
_____
_____
_____
_____

_____
Signature Date

E. Position of Grievant (and Association, if involved) _____
_____
_____
_____
_____

_____
Signature Date

GRIEVANCE FORM (continued)

LEVEL III

.A. Date received by Superintendent _____

.B. Disposition by Superintendent _____

_____

_____

_____

_____

_____
Signature Date

.C. Position of Grievant (and Association, if involved) _____

_____

_____

_____

_____

_____
Signature Date

LEVEL IV

.A. Date submitted to the Board of Education _____

.B. Disposition by the Board of Education _____

_____

_____

_____

_____

_____
Signature of President of the Board of Education Date

(Note: If additional space is needed in reporting, please attach an additional sheet.)

12/29/95

Appendix VII

Unified School District 428, Great Bend
GUIDELINES FOR JOB - SHARING OPPORTUNITIES

Job sharing will be the term used to describe a situation in which two teachers share one full-time teaching position. Each position will count as a full-time position in regard to the Reduction-in-Force policy. Job sharing is flexible. The amount of time that each teacher devotes to the job is determined by the teaching partners. Each teaching partner will have designated times to be present, and one or the other will be present at all times during the school day. At times, both may be present.

Job sharing is different from team teaching in that team teaching requires both teachers to be present and teaching all the time. Job sharing is also different from part-time teaching in that part-time teaching positions call for less than a full-time teacher, and the contracted hours are usually not flexible.

Administrative Stipulations:

1. The salary of each job-sharing teacher partner will be one-half his/her base teaching salary.

2. Benefits will also be prorated. For example, each teaching partner will be credited with twelve (12) half-days of leave without salary deduction. Each teaching partner will be entitled to one-half of the monthly health insurance benefit. All other benefits will be prorated accordingly.

3. At the conclusion of the school year, each teaching partner will be credited with a full year of teaching experience.

4. Decisions regarding supplemental contracts, if any, will be made on an individual basis.

5. Teaching partners will substitute for each other whenever possible. Teaching partners may be compensated for substituting for each other for days of personal leave, sick leave, bereavement leave, and professional leave. Time which is to be compensated must be reported by the school office in the same manner that all other substitute reporting is done. Teaching partners may chose to "trade" days when substituting for each other, in which case no reporting is necessary.

6. Job-share teachers will be compensated for authorized curriculum committee work done outside their regular contract day as governed by the Negotiated Agreement for the district.

Administrative Expectations:

1. Each job-sharing plan will be reviewed annually. For consideration of continuing the job-sharing arrangement for the next school year, both teaching partners must complete the annual job-sharing application.

2. Both teaching partners would be expected to attend all faculty meetings, building in-service activities, grade-level meetings, parent-teacher conferences, and scheduled district in-service activities. Exceptions must be approved by the building principal in advance.

3. Both teaching partners are expected to be familiar with each student and to work together on student progress reports to parents.

4. Both teaching partners are expected to communicate daily during their "overlap" time regarding students' needs, curriculum and instruction, schedule changes, administrative requests, and routine tasks.

5. Both teaching partners are responsible for submitting lesson plans as required by the building principal.

6. The weekly schedule for the classroom must be approved by the principal.

7. Changes in the teaching schedule (i.e., one teaching partner needs to be absent and the other agrees to cover) must be approved by the building principal in advance.

Procedures for Submitting Proposals:

1. Proposals for establishing job-sharing teaching partnerships must be submitted to the building principal by April 1 prior to the year proposed for implementation. Proposals should address each of the following.

    a. Prior relationship of the teaching partners.
    b. Division of tasks between the teaching partners.
    c. Time scheduling.
    d. Provisions for communication between the teaching partners.
    e. Provisions for communication between the teaching partners and the rest of the staff.
    f. Provisions for communication between the teaching partners and parents of the students.
    g. Benefits to the students.
    h. Benefits to the school and district.
    i. Benefits to the teaching partners.
    j. Signatures of both teaching partners.

2. The principal will evaluate the proposal. Proposals that are favorably recommended will be forwarded to the Assistant Superintendent.

3. The Assistant Superintendent will evaluate the proposal. Proposals that are favorably recommended will be forwarded to the Superintendent of Schools.

4. The Superintendent will evaluate the proposal. Proposals that are favorably recommended will be recommended to the Board of Education for approval.

5. Proposals will be evaluated based on the following criteria.

    a. Advantages and disadvantages to students.
    b. Advantages and disadvantages to the school and district.
    c. Advantages and disadvantages to the teaching partners.
    d. Estimated probability of success.
    e. Other administrative concerns.

Appendix VIII

FAMILY AND MEDICAL LEAVE PLAN

(Ref. GARI)

Family and medical leave as required by federal law shall be granted for a period of not more than twelve (12) weeks during a twelve (12)-month period. For purposes of this policy, a twelve (12)-month period shall be defined as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Spouses employed by the district may only take an aggregate of twelve (12) weeks of leave for a birth or adoption of a child within a 12-month period.

Leave is available for the following:

(1) the birth of a son or daughter of the employee and to care for the newborn child;
(2) the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child;
(3) to allow the employee to care for the employee's spouse, son, daughter, or parents with a serious health condition;
(4) a serious health condition of the employee that makes the employee unable to perform the functions of his/her job;
(5) a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and
(6) the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Eligible employees are, for reason (6) only, entitled to a combined total of twenty-six (26) work weeks of leave during a twelve (12)-month period.

[Leave for *reason 1 or 2* must be taken within twelve (12) months of birth or placement.]

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick, or disability leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The assistant superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave if he/she has been employed by the district for at least twelve (12) months and has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

During the period of any unpaid family and medical leave, the Board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the Clerk of the Board on the payroll date or other time as the employee and superintendent may agree prior to the commencement of the leave. The Board may terminate group health coverage if the employee's portion of the payment is not received within thirty (30) days of the due date so long as written

notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least fifteen (15) days prior to the termination.

When leave is foreseeable, the employee shall give written notice thirty (30) days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of the following within five (5) business days, absent extenuating circumstances:

a. whether or not the employee is eligible for FMLA leave; the reasons that leave will count as family and medical leave;
b. any requirements for medical certification;
c. employer requirement of substituting paid leave;
d. requirements for premium payments for health benefits, and employee responsibility for repayment if employer pays employee share;
e. right to be restored to same or equivalent job; and
f. any employer-required fitness-for-duty certifications.

Family leave (*reasons 1 or 2*) may not be used intermittently or on a part-time basis without the prior approval of the assistant superintendent.

The assistant superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks, and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions or for a qualifying exigency as described in section (5) above, the assistant superintendent may require an instructional employee to continue leave until the end of a semester, if:

(1) the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks, and the return to work would occur in the last two (2) weeks of a semester; or
(2) the leave begins in the last three (3) weeks of a semester and lasts more than five (5) days.

Approved: 07-18-16

Appendix IX

Unified School District 428
1809 24th Street, Great Bend, KS 67530

(Article XIII, Section 2- Teacher Discipline)

Formal Written Memo Form

Teacher Name: _____ **Date:** _____

Grade or Subject Taught: _____ **School:** _____

Evaluator: _____

Description:

Evaluation Rubric Component Impacted:

Appendix X

SICK LEAVE BANK

Purpose of Sick Leave Bank: In addition to the sick leave granted under the Sick Leave Benefit, a sick leave bank is hereby established for the voluntary participation by all full-time and part-time licensed professional staff members in the bargaining unit.

- The purpose of the Sick Leave Bank is to provide a means of obtaining additional sick leave days to avoid loss of compensation due to a catastrophic illness, complications involving pregnancy or birth, or injury of the employee or immediate family.
- Immediate family is defined as in the Negotiated Agreement ARTICLE XX, SECTION 1– Chargeable Leave – A1.
- Catastrophic injury or illness is defined as a life-threatening condition or combination of conditions affecting the mental or physical health of the employee, and includes, but is not limited to, the following: lengthy hospitalizations, necessary surgery requiring a lengthy recovery, an ongoing treatment regimen requiring frequent time off work, cancer/terminal illness, or complicated pregnancy requiring bed rest or hospitalization or accidents/injuries that require a lengthy recovery.
- The catastrophic illness or injury must require services of a health provider and medical documentation is required.

Participation: All full-time and part-time licensed professional staff members in the bargaining unit may achieve membership in the pool.

- Membership will be achieved in the pool by annual contribution at least one (1) day in direct proportion to their contract by notifying the central office by October 1st.
- Past members of the bank will continue unless they otherwise notify the central office by October 1st.
- *Only* those staff members choosing to contribute to the sick leave bank may participate.
- Newly hired employees named to a permanent position will be given the opportunity to join the sick leave bank by donating one (1) day of sick leave (Open enrollment in the sick leave bank will be limited to the first twenty (20) contract days of employment)
- Employees who change contract status will be allowed to update their contribution.
- Donations to the sick leave pool are *not* refundable.
- School Board may donate days to Sick Leave Bank

Carry Over: Unused days in the bank, at the end of any given contract year, will be carried over.

Sick Leave Bank Days Source: In the event that the sick leave pool is depleted to thirty (30) days of leave or less, a call for days will be sent out by Human Resources or the GBNEA President.

- Each eligible employee will be given the opportunity to donate a minimum of one (1).
- *Only* employees who make a donation within twenty (20) contract days of the request will retain membership.
- Retiring teachers may contribute excess days to the sick leave bank.

Restrictions: The sick leave bank may not be used to cover participants who are receiving pay from Worker's Compensation or KPERS disability while off duty from the professional assignment.

Use of Bank: Sick leave bank may only be used after the individual employee's accumulated personal and/or sick leave has been exhausted, with the exception of two (2) days of own sick leave/personal days.

- The employee (or their designee in the event the employee is physically or mentally unable to make a request) will be required to file a written application **(**form included in the Appendix of the GBNEA negotiated agreement)
- Documentation must be included supporting the need for the day(s). The application for the use of the Sick Leave Bank shall be filed with the HR director or Sick Leave Bank chairperson.
- An initial grant shall not exceed ten (10) days.
- If another request is needed, the committee reserves the right to request documentation for further determination.
- No individual may make more than three (3) requests per school year unless Sick Leave Bank Committee declares the circumstances an emergency.
- The Sick Leave Bank chairperson or GBNEA President shall notify the applicant on behalf of the committee, in writing, regarding the action on the request.

Sick Leave Bank Committee: A committee will have administrative control of the sick leave bank. The committee shall include one administrator, one board member and three (3) teachers appointed by the GBNEA President. (Call for volunteers and base appointments on that)

- One administrator will be selected by the administration and a Board member chosen by other board members.
- The committee shall have an organizational meeting by September 15 of each school year to elect a chairperson.
- The chairperson shall call a meeting of the committee within ten (10) school days of receiving a request for days from the bank to rule on the request.
- The Chair and/or President of GBNEA will prepare the agenda in advance.
- All records will be maintained by the committee. Monthly reports will be issued to HR and kept by the sick leave bank committee.

Action by the Leave Review Committee: Decisions related to approval or rejection of requests for sick leave bank use will be made on a majority rule basis.

- The decision of the committee is final
- There is no appeal process
- Sick Leave Bank is not an entitlement

USD428
Application For Sick Bank Leave Days

Name: _____ Building:_____

Application Date: _____ Number of years service in the district_____

Name and relationship of disabled or ill party to the applicant: _____

Nature of the illness, injury, or disability:_____

I have been charged leave without pay for the following dates: _____

I am applying for a total of _____ days.

Signature of Applicant: _____ Date: _____

Signature of Building Administrator/Supervisor: _____
Date: _____
(By signing, I agree that the applicant has not abused his/her personal and/or sick leave to my knowledge, and all leave forms for the above dates have been approved.)

- -

(Following to be completed by Committee Chairperson)

Disposition: Day(s) Approved: _____

Day(s) Not Approved _____

Comments:_____

Submitted documentation reviewed: _____

Chairperson:_____ Date: _____

Committee Member:_____ Date: _____