

Personnel Policies for School Psychologists

2026-2027

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SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512

PERSONNEL POLICIES FOR SCHOOL PSYCHOLOGIST

The following policy covers school psychologists, and will be referred to throughout this document as "professional employees".

I. GENERAL EMPLOYMENT PROVISIONS

A. Placement of Professional Employees New to the District

The initial placement of a professional employee to a school or district department will be determined by the needs of the district and the qualifications and experience of the professional employee.

B. Posting of Vacancies

1. Vacant positions will be posted on the district web site. The posting shall list all known vacant teaching, school psychologist, and administrative or supervisory positions which occur. “All known vacant positions” shall mean all positions .5 or more or whose aggregate parts in various buildings total .5 or more. Supplemental pay positions unfilled within the school after October 1 shall be posted. The Vacancy List shall be maintained with appropriate additions, deletions, and revisions.

2. Professional employees who desire to apply for a vacancy shall complete an online transfer form on the district application website. Five school days from date of posting shall be granted to apply for listed positions. The closing date for application will be stated on the job posting.

3. When a professional employee resigns their position during the contract year without notice to the district, the five-day posting period is waived, subject to the following: a. The position must remain open for 2 school days.

4. The requirements of I, Section B, paragraphs 2 and 3 shall be waived from July 15 through September 1.

C. Outside of School Employment

Professional employees shall not be excused during their regularly-assigned schedule to do outside work. The board shall not place limitations upon the type and amount of outside employment in which professional employees engage unless, in

the opinion of the superintendent, such outside employment could reasonably be expected to interfere with, conflict with, or have an adverse impact upon the employee's performance for the district.

D. Termination of Contract

1. A contract may always be modified, terminated, or non-renewed by mutual agreement between the professional employee and the district. Additionally, the board reserves the right to demote, terminate, or non-renew in accordance with the provisions of law.

2. The district reserves the right to terminate or non-renew professional employees because of a decrease in the number of pupils or for any other causes over which it has no control. In such a case, the selection of professional employees for termination or non-renewal shall be made in a non-arbitrary manner.

3. The board may order a physical or mental examination for a professional employee prior to dismissal on the basis of physical or mental disability, the expense to be borne by the district. The professional employee may have their own examination; and in the event the medical examinations conflict, a third examination may be ordered at board expense to be conducted by a mutually acceptable physician.

E. Resignations

All resignations of professional employees shall be made in writing to the Office of Human Resource Services and shall indicate an effective date.

The district will accept resignations for the succeeding school year without restriction if tendered before the date designated in K.S.A. 72-2251. Except where otherwise provided by law, resignations tendered after the date designated in K.S.A. 72-2251 all contracts shall be binding on the psychologist until the psychologist has been legally discharged from their psychologist contract.

Late Resignation Professional Employees who desire to resign late, after the date designated in K.S.A. 72-2251, may resign under one of the following 3 options:

a. Liquidated Damages. For any written resignations tendered after the date established by Kansas law and before a Professional Employee’s first contract day, a Professional Employee will be released from their contract upon the payment of liquidated damages to the Board in the following amounts:

Statutory Date - June 30	$500
July 1 - July 31	$1,500
August 1 - Day Before First Contract Day	$2,000

Such sum must be submitted by a personal check on the date the written resignation notice is tendered.

b. Suitable Replacement. A suitable replacement is a Professional Employee identified and hired by the District who is under a contract with the District. As of their first contract day for the current school year, a Professional Employee will not be released from their contract unless and until the District has secured a suitable replacement for the Professional Employee. If a Professional Employee submits a written resignation notice during the school year pursuant to this provision, their resignation will be irrevocable and may be accepted at any time by the Board after a suitable replacement is secured. In the event that the District is able to secure a suitable replacement for a Professional Employee before the Professional Employee's last contract day, then the Professional Employee will be released from their contract as of the end of the contract day before the suitable replacement's first contract day.

c. Proof of Qualifying Exception. The Professional Employee must provide notice as provided below and documented proof that they meet one of the following qualifying exceptions:

i. Move of a spouse for employment purposes to a residence more than 75 miles from the District's central office building. The Professional Employee must provide a minimum of 10 contract days' notice of resignation, counted from the first contract day after the written resignation notice is tendered.

ii. Job promotion to an administrative position with a pre-K-12 school or school district. The Professional Employee would only be released from their contract effective the first contract day of the Fall semester, or effective the first contract day of the Spring semester. The Professional Employee must provide a minimum of 21 calendar days' written notice of resignation, counted from the first day after the resignation notice is tendered.

iii. Mutual benefit of the District and the Professional Employee. The Assistant Superintendent of Human Resources may agree in writing to release a Professional Employee from their contract.

iv. Professional Employee is approved by the District to take leave under the Family and Medical Leave Act (FMLA) due to a serious health condition of the Professional Employee or of the Professional Employee's spouse, child, or parent, and the certification indicates that the Professional Employee needs a minimum of 12 weeks of continuous leave. If a Professional Employee meets all eligibility requirements under the FMLA, their FMLA certification indicates a need for 12 continuous weeks of leave and such leave is approved by the District, and they have taken at least 4 continuous weeks of FML, and determine they will be unable to work at the end of their FML, then the Professional Employee may provide a minimum of 21 calendar days' advance written notice of resignation before the expiration of their 12 weeks of FML, and they will be released from their contract as of the last date of approved FMLA leave (the last day of the 12-week leave period). Professional employees with qualifying disabilities may request reasonable job accommodations under the Americans with Disabilities Act (ADA) and engage with administration in the ADA interactive process. In the event that the District and a Professional Employee reach a mutual agreement that the Professional Employee cannot perform the essential functions of their job with or without reasonable job accommodations, and the Professional Employee is not eligible for or has no available leave under the FMLA, then the Professional Employee may resign pursuant to a mutually agreed separation agreement under the "mutual benefit" exemption in provision c(iii) The purpose and intent of this exception is to ensure that Professional Employees who experienced a medical condition that impacts their ability to work are treated objectively and equitably with regard to late resignation.

4. Active professionals who tender their resignations/retirements prior to February 1, will receive a $1,000.00 incentive payable at the conclusion of their current contract. Professional employees must complete their contract year to be eligible for the payment.

F. Retirement

1. Retirement for professional employees may take place on the first day of July following attainment of age 65, or on the first day of July in any year thereafter.

Earlier retirement may be taken in accordance with Kansas law as is in such cases made and provided.

2. Professional employees shall be subject to the requirements of the Kansas Public Employees Retirement System, Social Security, and the laws relative thereto, and such professional employees are charged with the responsibility of becoming familiar with the laws, rules and regulations pertinent thereto.

G. Personnel Evaluations

1. In compliance with state law and in order to ensure a high quality of performance on the part of professional employees of Unified School District No. 512, a continuous program of professional employee evaluation shall be established in the school district. The superintendent and his/her designees shall have primary responsibility for making such evaluations. The evaluation process should attempt to measure the success of the individual professional employee in meeting his or her job responsibilities, duties and objectives.

2. The evaluation procedure shall include self-evaluation on the part of the individual professional employee, job site visitations by the administrative staff, and such other evaluative procedures as the superintendent may deem appropriate.

3. Evaluations will be conducted in compliance with the plan submitted to the Kansas State Department of Education Teacher and Leader Evaluation System. For the duration of the 2023-2024 school year and moving forward psychologists in their first and second year in the district will be evaluated both in the first and second semester. School psychologists in their third year and beyond will be evaluated once per year, concluding by the end of March. The Special Education department will develop a timeline for evaluation which complies with this agreement and share this with the district School Psychologist.

4. Personnel Evaluation Folders

    a. All information used in appraisal shall be kept in a confidential personnel file. This folder will include all material helpful in working with the professional employee, as well as any information which might be used in consideration of continued employment. It shall be available for inspection by the professional employee.

    b. The folder will follow the professional employee when he or she transfers. The appraiser will send the folder in a sealed envelope to the personal

attention of the receiving appraiser.

c. Folders of personnel who leave the system will be forwarded to the Office of Human Resource Services.

d. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated professional employee, the board, the administrative staff making the evaluation, the State Board of Education, the board and administrative staff of any school to which such professional employee applies for employment, other administrators of the district as may be designated by the board of education or the school attorney, if requested by the board or the administration, and other persons specified by such professional employee in writing to the board.

5. Personnel Office Information

a. All material which is placed in the professional employee's permanent personnel file and which may be used to determine the professional employee's continued employment or advancement in the school district shall be available for inspection by the professional employee; provided, that information received by the school district prior to employment, which shall include confidential references or evaluations obtained from sources outside the school district, shall be exempted from this inspection. However, the professional employee shall be provided a list of such items upon request.

b. No information used in appraisal or evaluation shall be maintained except in the appropriate personnel appraisal folder.

c. A professional employee may have any evidence of competence, professionalism, or outstanding performance of service placed in his or her personnel folder.

H. Political Activities

1. All professional employees shall enjoy the rights and privileges of any free citizen in matters of a political nature. The only restrictions imposed upon professional employees by the board of education are as follows:

No professional employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any candidate for public office.

No professional employee shall use in any way the classrooms, schools, or pupils for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

No professional employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

All professional employees have the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. All professional employees, upon presenting evidence of having been elected to public office, shall be granted a leave of absence without regular salary to serve in such office.

I. Health Certification

1. Every professional employee employed by this school district is required by state law, K.S.A. 72-5213, to furnish a certificate of satisfactory health. Prior to commencing employment with the district, each such professional employee must present to the Office of Human Resource Services a properly completed, dated, and signed health certificate on a form provided by the district. Thereafter, a health certificate may be required at such other times as may be deemed advisable. Forms for the health certificate may be secured from the Office of Human Resource Services. Each such professional employee will pay for his or her own health examination.

J. Grievance Procedure

1. The communication between all professional employees of the Shawnee Mission Unified School District No. 512 supervisors, and the administrative staff is a mutually important objective. Toward the end of implementing easy communication and a cooperative atmosphere so essential to our school activities, the district administration wishes to outline the following as the proper procedure for quick, amicable solutions to any problems or grievances.
    a. The grievance should first be submitted to the supervisor, orally, within 10 days after the particular problem arises. If the matter is not settled within 5 days thereafter; then

b. The grievance may be presented within a period of 5 days thereafter, in writing to the supervisor. If the matter is not settled within 5 days thereafter; then
c. The professional employee may submit the grievance within a period of 5 days thereafter, in writing, to the certified personnel administrator, whose decision in line with the evidence presented, which may include an interview with the professional employee, shall be considered final in the matter.

2. The inclusion of time limits in this procedure is purely for the purpose of ensuring prompt action. In those circumstances where the professional employee does not pursue the next step of this grievance procedure within the time period specified, the grievance may be considered as having been settled to the satisfaction of all concerned.

3. The district administration would like all professional employees to understand the filing of a grievance will not reflect unfavorably against the individual professional employee in any manner, but will be interpreted as an effort for the improvement of relationships and operation in the Shawnee Mission Unified School District No. 512.

4. The times or days listed for each step of the grievance procedure are maximum times and do not mean any professional employee cannot speed up the process as the need demands.

K. Discipline

1. Professional Employees are expected to comply with the rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

2. Professional Employees shall not be disciplined or reprimanded in the presence of students, parents, other employees or at public gatherings.

3. Disciplinary actions will be commensurate with the infraction. Evaluation will not be used as a disciplinary tool.

4. Disciplinary action may include:
    a. A Summary of Conference;
    b. A written reprimand;
    c. Suspension with pay;
    d. Suspension without pay;

e. Non-renewal or termination.

5. The above disciplinary actions are non-grievable except for non-renewal, termination, or suspension. Suspensions with or without pay must have the authorization of the Superintendent or the Superintendent's designee. Where circumstances permit, the Superintendent or the Superintendent's designee will allow the employee an opportunity to be heard prior to taking action on such suspensions. The employee may bring a personal representative to such a meeting.

6. The Administration will provide orientation on the disciplinary procedure.

7. Records of disciplinary action will be maintained for a minimum of three years. Subsequent to the three-year period, the disciplinary materials may be removed if both parties agree

L. Employment Period

1. Every professional employee in this school district is employed and serves at the pleasure of the board of education, in accordance with the employee's individual contract, and in compliance with state law.

   At least annually, the superintendent will make recommendation to the board of education concerning the continuation or renewal of a professional employee's employment. Such recommendations shall be based upon an annual or more frequent appraisal of the professional employee's professional competency, job performance, professional growth, and other relevant factors.

2. Any professional employee may be placed on probation by the superintendent for a designated period of time. The purpose of such a probationary period is to review, appraise, and assist a professional employee in improving his or her professional competency and job performance. To that end, any professional employee placed on probation shall receive close supervision, guidance, and instruction concerning his or her job responsibility. A professional employee will be informed in a private conference and in writing of the period of probation, the reasons for probation, and the areas of job performance in need of improvement. However, there may be times in which the superintendent determines the need to bypass probation and proceed immediately to a recommendation of termination or non-renewal, and nothing in this policy should be construed as prohibiting such action.

M. Non-Renewal, Demotion, Suspension, Impairment

1. Non-Renewal

   Non-renewals by the board shall be in accordance with the provisions of law and board policy.

2. Demotion

   A recommendation to the board for demotion shall include a written statement by the superintendent to the affected professional employee specifying the reason for such demotion. The professional employee shall have the right, within appropriate time-lines, to discuss the recommended demotion with the superintendent prior to action by the board.

3. Suspension

   The superintendent may suspend a professional employee whenever necessary to protect the best interests of the school community.

4. Impairment of Job Performance by Reason of Poor Health

   The superintendent may direct a professional employee to secure a physical or mental examination if there is reason to believe that the job performance of the professional employee is being impaired by reason of poor health. The cost of such examination shall be paid by the district.

   The professional employee may seek a second physical or mental examination, at his or her own expense, if the professional employee so desires. In the event the examinations conflict, a third examination may be ordered by the superintendent, at district expense, to be conducted by a mutually acceptable physician.

N. Termination: Due Process Procedure

1. Whenever the board of education proposes to terminate the contract of employment of a professional employee, except supplemental contracts entered into under the provisions of K.S.A. 72-5412a, written notice of the proposed termination shall be given to such professional employee. Such written notice shall include (1) a statement of the reasons for the proposed action, and (2) a statement that the professional employee may have the matter heard by the board of education upon filing a written request for hearing with the clerk of the

board within 15 days from the date of such notice of proposed termination.

2. Within 30 days after receiving a written request for hearing, the board shall conduct a hearing on the proposed termination. Such hearing shall be closed to the public unless the professional employee in question requests a public hearing.

3. The hearing provided for herein shall be conducted according to rules and procedures designated by the board of education. Procedural due process shall be afforded to all parties, and it shall include the following rights:
    a. The right of each party to be represented by an attorney at such party's own expense; and
    b. The right of each party to cross-examine any person who provides information for the consideration of the board, except those persons whose testimony is presented by affidavit; and
    c. The right of each party to present such party's own witnesses in person; or their testimony by affidavit or deposition; provided, when testimony is presented by affidavit, the same shall be served upon the adverse party not less than 10 days prior to the hearing; and
    d. The right of the professional employee to testify in his or her own behalf and give reasons for his or her conduct; and
    e. The right of the parties to have an orderly hearing; and
    f. The right of the professional employee to a fair and impartial decision based on substantial evidence.

    Hearings hereunder shall not be bound by the rules of evidence whether statutory, common law, or adopted by the rules of court. The board may take any action necessary to make the hearing accord with administrative due process.

4. Testimony at a hearing hereunder may, and upon the request of either party shall, be taken by a certified shorthand reporter or electronically recorded. The party making such request shall pay the costs connected therewith. The cost of a transcript of the proceedings shall be paid by the party requesting the transcript.

5. Unless otherwise agreed to by both the professional employee and the board, the board shall render a written decision on the proposed termination within 15 days after the close of the hearing, setting forth its findings of fact and conclusions. Such written decision shall be made available to the professional employee. The decision of the board of education shall be final.

6. Nothing in this policy shall be construed to create any right, or to authorize the creation of any right, which is not subject to amendment or nullification by the board of education. Nothing in this policy shall be construed to constitute any impairment of any existing contractual right.

II. PROFESSIONAL GROWTH

The district requirements for periodic academic study shall be the same as the requirements established by the state of Kansas for renewal of professional employee licensure.

III. TEMPORARY LEAVES OF ABSENCE

A. Absence from Official Duties

Provision has been made by the board of education for absence from duty of professional employees as follows:
Temporary Leave
Sick Leave
Emergency Leave
Bereavement Leave
Personal Business Leave
Professional Leave
Judicial Leave
Other Approved Leave Report of Absence

B. Report of Absence

It is the responsibility of professional employees to report all absences to their supervisor and the Shawnee Mission Attendance Management System. In cases in which a professional employee is absent one-half day only, one-half day's leave will be charged. There will be no hourly deduction.

C. General Provisions

1. Temporary leave will be divided into 2 categories; accumulative and non-accumulative.

2. It shall be understood that non-accumulative temporary leave shall not be deducted from accumulative leave unless otherwise stated.

3. Holidays occurring within the period that a professional employee is absent shall not be charged against temporary leave.

4. A professional employee absent for any period of time because of accident or injury, or for a period of more than one week due to illness, may be required to present to the principal a written statement from their physician stating that the professional employee is physically and mentally able to return to duty.

5. This statement is to be presented in person before the professional employee returns to duty in order that the present stage of convalescence can be observed and discussed.

6. The superintendent of schools, upon recommendation of the supervisor, may postpone the return to duty if the superintendent should conclude that the professional employee is physically or mentally unable to perform assigned duties or if the professional employee's condition is such that there would be hazard of further injury.

7. Professional employees absent due to illness, physical incapacity, or mental incapacity may be required to submit periodically, with the Office of Human Resource Services, a physician's statement setting forth the nature of the illness or incapacity and the projected day of possible return.

D. Application for Temporary Leave

1. Each professional employee is required to make written application to their building principal/administrator for temporary leave of absence, except sick leave. Applications for personal leave, professional leave, and judicial leave shall be made in advance for each period of absence.

2. Requests for leave shall be made on the district form. These requests for leave may be approved by the special education coordinator.

3. Requests for temporary leave with salary deduction for reasons of personal convenience, interviewing for other positions, or for vacation trips will be presented to the building principal/administrator for approval or disapproval.

4. Individuals who do not agree with the building principal's/administrator's decision may request a review by the Office of Human Resource Services within 5 days of the notification of the principal's/administrator's decision.

E. Accumulative Temporary Leave

Full-time professional employees are allowed 13 full working days per year, with full pay, as current temporary leave. Professional employees with an extended contract totaling 200 or more working days will be entitled to one additional day of temporary leave. These days will be prorated, 1 day per month, if the professional employee does not complete the full term of his/her contract on active status.

If a Professional Employee goes on inactive status, then their current temporary leave days will be reduced to a prorated amount (1 day awarded as of the first day of each month August through May). However, if the employee returns to active status by the last contract day, then they will receive credit for 14 current temporary leave days less the prorated number of days. After returning to active status during the contract year, the employee will have the option of receiving retroactive credit for their remaining current temporary leave days, applied to any contract days when the employee was on inactive status but did not have available leave. The employee must apply for such retroactive credit with Human Resources by no later than May 1 of the current contract year.

1. Payment for Unused Current Temporary Leave

   A professional employee shall be eligible to receive $75.00 per day credit for each unused day of current temporary leave if:

   a. The professional employee has used less than 14 days of current temporary leave as of June 30 of the contract year; and
   b. By May 1 of the contract year in which application for such credit is made, the professional employee has at least 50 days of accumulated temporary leave, counting unused current temporary leave and temporary leave accumulated prior to that contract year; and,
   c. On or before May 1 of that current school year the eligible professional employee applies online to receive payment for unused current temporary leave credited to his/her account that year. Payment shall be issued by the district within 60 days of the end of the school year.

2. Payment for Unused Accumulated Leave

   A professional employee shall be eligible to bank credit for each unused day of current Temporary Leave accrued after July 1, 2008, if:

a. The professional employee has used less than 14 days of current Temporary Leave as of June 30 of the contract year; and,
b. Chooses not to participate in the yearly Temporary Leave buy back option; and,
c. The professional employee's resignation is tendered on the approved District form and submitted to the Department of Human Resources no later than April 1 of the final year of employment; and,
d. Upon the appropriate resignation, the employee will be paid $75 per day for each accrued day contained in the bank. Payment shall be issued by the District within sixty (60) days of the end of the school year.

Temporary leave used by a professional employee during a contract year shall first be deducted from current temporary leave (until such leave is exhausted) and then from previously accumulated leave, if any. In no event shall a professional employee in any contract year receive credit for more than 14 days of unused current temporary leave or $750.00.

Those professional employees employed less than full time will receive an amount in proportion to their contract.

An eligible professional employee shall not accumulate temporary leave for any leave day for which he/she has been paid a credit.

An eligible professional employee who fails to make application for unused temporary leave credits as provided herein shall thereafter forfeit all rights to claim payment for such credits. A professional employee may accumulate any unused temporary leave for which the professional employee has not been paid a credit.

No payment shall be made to a professional employee for accumulated temporary leave other than as provided in this section.

3. Sick Leave

a. Sick leave shall be granted for the following reasons:

1. personal illness

2. personal injury other than that injury covered by current Section F, paragraph 4

3. quarantine laws of the State of Kansas

4. illness or serious injury of the professional employee's spouse, children, or parents, when other arrangements cannot be made.

5. the birth or adoption of a child when the professional employee believes such leave is necessary. In such a circumstance, the leave must occur within the calendar year following the date of birth or date of initial custody. If each parent is an employee, each parent may be granted up to 12 weeks (may be consecutive or concurrent) of parent leave, paid or unpaid. The Superintendent and his/her designee, in his/her sole discretion, will consider and approve requests for intermittent parental leave of less than 12 weeks.

b. Professional employees shall be allowed to accumulate to their credit any unused portion of their sick leave, with no limits.

c. Professional employees' cumulative leave shall be credited with any unused portion of their current sick leave as of June 30 of each year. Each professional employee shall, upon request receive notice of the amount of accumulated sick leave annually.

d. After the total of temporary leave is used, pay for absences not covered by accumulated time shall be deductible at the daily rate of pay as computed in accord with the terms of the contract of the individual professional employee.

e. Professional employees employed on a part-time basis shall be entitled to all temporary leaves of absences specified in this section; provided, however, these days shall be in accordance with their prorated contractual time and compensation. For the purpose of this paragraph only, a temporary leave day shall be that portion of the day worked by the part-time professional employee.

4. Personal Business Leave

Personal business leave is limited to the annual temporary leave allotment for the current fiscal year.

a. Personal business leave is not available under the following conditions:

1. the orientation period as defined by the board of education,

2. the last five official days of the school year as recognized by the State Department of education,

3. the last contract day prior to a holiday or vacation period,

4. the first contract day following a holiday or vacation period,

5. the fall and spring day conference dates

6. Professional development days

7. the last contract day, or

8. because of severe weather when school is in session.

9. in combination with deduct days to extend or circumvent 1 through 6 above.

b. Notwithstanding paragraph a. above, personal business leave may be available:

1. to attend a high school graduation ceremony of an employee's child or stepchild.

2. to attend a college graduation ceremony of an employee, an employee's spouse, child, or stepchild.

3. to attend a military ceremony of an employee's spouse, child, or stepchild.

4. for appearance in a court of law as a litigant when sincere but unsuccessful efforts have been made to reschedule an appearance.

5. observance of a religious holiday.

6. to attend a Professional Employee's own wedding or the wedding of a child, step-child, parent, brother, sister, step-brother, step-sister, niece, nephew, or the same relative of the Professional Employee's spouse or resident of the Professional Employee's household, or to attend a wedding in which the Professional Employee's dependent is a member of the

wedding party.

7. If authorized by the Superintendent or their designee based on extenuating circumstances related to (1)-(6)

8. the Monday following Superbowl Sunday unless a School Psychologist enters a personal day into the substitute management system no later than 4:59 p.m. on the Friday before.

F. Non-Accumulative Leave

1. Bereavement Leave (shall be granted only on the following basis)

A professional employee will be awarded three (3) to five (5) days of paid bereavement leave each fiscal year.

- Immediate Family - Up to five (5) days for wife, husband, mother, father, sister, brother, daughter, son, or the same relative of the Professional Employee's spouse or resident of the Professional Employee's household
- Family - Up to three (3) days for step-mother, step-father, daughter-in-law, son-in-law, step-sister, step-brother, grandparent, grandchild, aunt, uncle, niece, nephew, or the same relative of the Professional Employee's spouse or resident of the Professional Employee's household.

Use of Bereavement Leave in excess of the above days shall be charged to current or accumulated temporary Leave. Bereavement leave does not accumulate (carry forward) at the end of a fiscal year.

a. A professional employee may make a written request within the 5-day period following the day of leave to the building principal/administrator requesting a maximum of one day of bereavement leave not authorized by the preceding definition of immediate family for a special and/or extraordinary occasion of death, provided the professional employee has used all available temporary leave.
b. A professional employee may be absent for either a full day or a half-day to attend the funeral services of a relative other than those listed above and/or friends, and such leave may be charged to temporary leave. In the event a large number of professional employees in a building(s) desire to leave to attend funeral services as stated above, the response to such requests for leave will be determined by the special education coordinator, based on the ability to maintain the normal operation of the school's instructional program.

c. A professional employee may be excused, without loss of pay for a period of up to 4 hours to attend funeral services of relatives other than those listed above and/or friends. Such absences will not be charged to any temporary leave category, provided the special education coordinator determines that no substitute is required.
d. Individuals who do not agree with the building principal's/administrator's decision may request a review by the Office of Human Resource Services within 5 days of the notification of the principal's/administrator's decision.

2. Leave for Governmental Service
    a. Professional employees who are appointed members of official bodies of the state of Kansas which require absence from duty shall request the superintendent's approval to be absent.
    b. If approved by the superintendent, the difference between the professional employee's salary (on a per diem basis) and any compensation for service in the appointed position will be paid by the district.
    c. Request for absence shall be made in advance on the district form. These requests for absence must be approved by the special education coordinator and forwarded to the Office of Human Resource Services for action.

3. Judicial Leave
    Professional employees shall be granted leave as necessary for jury duty or to appear in a court of law as a subpoenaed witness in a matter pertaining to duties as a professional employee. The difference between the professional employee's salary and pay for judicial leave will be paid by the district. Written notification must be made to the building principal/administrator prior to Judicial leave and a written statement of pay received must be submitted at the completion of the leave.

4. Absence Due to Personal Injury - Workers' Compensation
    a. Whenever a professional employee is temporarily absent from school due to a personal injury suffered on the job and is temporarily unable to perform the professional employee's duties, and the injury is not the result of the professional employee's own negligence, the professional employee may, at the professional employee's option, use accumulated sick leave to supplement their income beyond the Worker's Compensation payments or award made for temporary disability because of said injury. If the professional employee selects sick leave to supplement the professional employee's salary or if the injury was caused by a battery under subsection (b), then the professional employee will be paid by the district on a daily basis equal to ten percent (10%) of the professional employee's first $82 on a daily basis of earnings plus eighty-five percent (85%) of the

professional employee's earnings over $82 on a daily basis. The district shall make said payments only during the school year in which the injury occurred, and in no event shall said payments continue beyond a period of 180 consecutive calendar days from the date upon which said injury occurred. The professional employee's record will be charged sick leave on the basis of the supplemental income paid divided by the professional employee's daily pay rate, but in no case will the sick leave amount charged exceed 1/2 day per day of absence. There will be no charge to sick leave for the first 5 scheduled workdays of temporary leave.

b. Whenever a professional employee is absent and receiving temporary total disability benefits under Kansas Workers' Compensation law as a result of personal injury caused by battery arising out of or in the course of employment, the District shall not charge sick leave. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attaching a police report, if such a report has been filed

c. The board shall have the right to have the professional employee examined by a physician to assist it in determining the length of time during which the professional employee is temporarily unable to perform duties and that the disability is attributable to the injury involved.

d. In the event that a professional employee who was injured during the course of their employment is still disabled by virtue of said injury in the school year following the year in which they were injured, upon written request by the professional employee, the professional employee may use accumulated sick leave to make up the difference between their net take-home salary (as determined in subparagraph a. above) and any worker's compensation payments or temporary disability awards they are receiving, with accumulated sick leave being charged in 0.5 day increments rounded up.

5. Professional Leave

Selected professional employees may be granted leave to attend state, regional, or national educational meetings. Such leave may be initiated by either the professional employee or the school district. The applicants will be selected at the discretion of the superintendent, or other authorized administrator after consultation with appropriate persons.

IV. EXTENDED LEAVES OF ABSENCE

Provision has been made by the board of education for absence from duty of professional employees as follows:

Extended Leave
Health Leave
Parental Leave
Military Leave
Foreign Travel or Teaching - Academic Study Leave Personal Leave

All requests for extended leaves of absence will be applied for and those approved shall be granted in writing. Professional employees requesting reassignment upon completion of an extended leave of absence will be assigned to the first available position based upon their preparation, experience, and certification. Except for Military Leave, if a vacancy is not available by the beginning of the second year following completion of the leave, the leave status ends and the professional employee is terminated from the district.

Part-time professional employees who go on Extended Leave of Absence should not expect to return to a position which would increase their contract time. A part-time professional employee returning from Extended Leave of Absence may be offered a position of greater contract time.

A. Health Leave (extended)

Any professional employee, having served the district for a minimum of three years in the school district or with approval from the Superintendent and/or their designee, whose personal illness or physical incapacity extends beyond accumulated Sick Leave will be granted leave of absence without pay or increment for the remainder of the current semester. Health leave may be extended for one additional semester with application made no less than 30 days prior to the conclusion of the current semester. In cases where such notice is not available, consideration will be made at the discretion of the Superintendent and their designee. At such time as the employee is diagnosed by their medical advisor as able to return to work, the employee may be returned to a position for which they are licensed, provided one is available, at the beginning of the subsequent semester or school year. Under no circumstances will an employee be entitled to return to a position.

See also III., Section E (2).

B. Parental Leave (extended)

1. A professional employee may be granted a leave of absence, without pay or increment, for the purpose of prenatal care, or for the purpose of childcare, upon the birth of or adoption of a child. Under special/appropriate circumstances, approved Parental Leave (extended) may be adjusted/discontinued with the approval of the Superintendent and/or their designee.
    a. In the event of pregnancy, the Professional Employee shall file a request for extended parental leave with the Human Resources Office at the beginning of the third trimester of pregnancy.
    b. In the event of an adoption, the Professional Employee shall file written notice with Human Resources at the time the Professional Employee received notice from the adoption agency.
    c. Such leave may commence at any time and will extend through the end of the current semester.
    d. Upon written application, such leave may be extended for one semester.

    Exceptions to this policy will be governed by the requirements of the Family and Medical Leave Act.

C. Academic Study

Leaves for full-time study in a college or university may be granted, without pay or increment, to any professional employee for a period not to exceed 1 year. Application for leave for Academic Study must be made no later than April 15th before the school year in which the leave is to commence. Requests for a one-year extension of this leave may be approved upon written application to the Office of Human Resource Services. The request for return to duty by the professional employee must include an official transcript showing evidence of successful completion of 9 hours of graduate credit for each semester of academic study.

D. Personal Leave (extended)

After three (3) consecutive years with the District, and at District discretion, leave related to the care of an immediate family member suffering from a serious illness or injury may be granted without pay for a period not to exceed one year. Application for personal leave should be made at least thirty (30) days, but no fewer than fifteen (15) days prior to the effective date of the leave. The leave shall terminate on the last contract day of that school year. Upon return from

such leave, a professional employee will be assigned to a position for which they are licensed to hold.

E. Foreign Travel

Leave for Foreign Travel may be granted, without pay, for a period not to exceed one year, to any professional employee who has attained permanent status. Application for leave for Foreign Travel must be made no later than April 15th before the leave is to commence and shall commence on the day after the last contract day of a school year and terminate one year from that day. Upon return from such leave, a professional employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position. These leaves are granted for one year at a time, and a professional employee must request renewal of the leave for an additional year.

F. Foreign Teaching

If the teaching is conducted through a teacher exchange program, an increment will be granted upon return. Leave for service in Foreign Teaching may be granted, without pay, for a period not to exceed two years, to any professional employee who has attained permanent status. Application for leave for Foreign Teaching must be made no later than April 15th before the leave is to commence and shall commence on the day after the last contract day of a school year and terminate two years from that day. Upon return from such a leave a professional employee will be assigned to the same position, if available; or, if not, to a substantially equivalent position. These leaves are granted for one year at a time, and a professional employee must request renewal of the leave for an additional year.

G. Military Leave (extended)

1. Leave for military or alternate civilian service, as provided by law or in the regulations of the Selective Service System, will be granted, without pay or increment, to any professional employee who is inducted or enlists in active military or civilian services. This leave shall continue for the duration of the period of actual service and for ninety (90) days immediately following the honorable discharge or separation of the employee.
2. Within ninety (90) days following the honorable discharge, each person desiring reinstatement shall so notify the Board and shall furnish evidence of physical fitness and mental competence to do the kind of work the professional employee was doing at the time leave was granted, or such work as may be available.

3. This leave does not include or guarantee any assignment in addition to, or independent of, the standard assignment or any extra standard salary allotment, therefore.
4. Every possible consideration and preference in assignment shall be accorded to persons returning to the schools from the Armed Services.
5. This leave applies only to persons who enter military service and does not apply to persons who voluntarily seek employment in war industries or other governmental positions.
6. Professional employees who are members of units of the National Guard or reserve forces of the United States and who are called to serve a mandated tour of duty for training or other service by proper authority pursuant to the laws of the United States or the State of Kansas, shall be granted a leave of absence not to exceed fifteen (15) days during a contract period. Professional employees called to serve will select those duty options which least interfere with the educational program of the District. The professional employee will be reimbursed by the District to make up any difference between the professional employee's base contract daily rate and the professional employee's military pay during this leave of absence.

V. FRINGE BENEFITS

A. Paid Holidays

School psychologists will receive paid holidays, if the holiday occurs during their regularly scheduled work year.

B. Internal Revenue Code Section 125 Cafeteria Plan

1. The board of education shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.

2. Each professional employee may elect online for the purchase of a benefit or benefits from the following district approved plans:
    a. Health and hospital insurance will consist of a range of group health insurance plans, preferred provider programs and health maintenance organizations if available and financially feasible. Information relating to premiums and deductibles will be stated at open enrollment as they then exist.
    b. Dental insurance (provided the required minimum enrollment is met);
    c. Short term disability insurance.

d. Such other lawful components as recommended by the fringe benefit advisory committee and approved by the board of education.

3. Professional employees wishing to participate in the Section 125 Cafeteria Plan offered to professional employees shall complete the online benefit enrollment, but it shall be solely the professional employee's responsibility to complete the online enrollment during open enrollment or before the prescribed date. Each professional employee agrees to hold the district harmless from any failure on their part to submit the online benefit enrollment and any necessary form in a timely fashion. Once made, the benefit election shall be irrevocable (except as specifically allowed by Internal Revenue Service Regulations) for that particular contract year.

4. It is agreed that professional employees shall comply with all applicable directives of the Internal Revenue Service or other federal or state regulations, as amended, in administering and maintaining the Section 125 Cafeteria Plan. The board of education reserves the right to draft and implement all necessary documentation in regard to the Section 125 Cafeteria Plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to terminate the Plan if it is found to be unlawful under any applicable law.

5. The board of education may withhold such amounts of a professional employee's compensation hereunder as may be necessary, in the opinion of the board, to comply with state and federal laws; i.e., social security and retirement.

6. The selection of the carrier or carriers for each of the offered benefits shall ultimately rest with the board of education but all screening and recommendations shall be made on an annual basis by a benefit committee, which shall include at least 3 members selected by the association and the NEA-SM Executive Director.

C. Board Contribution to Health Insurance

Effective January 1, 2027 through December 31, 2027, if a professional employee wishes to select employee health and hospital insurance coverage available to District employees, the Board will pay the cost of the single premium for that professional employee's coverage up to a maximum of One Thousand Thirty Dollars ($1,030.00) per month for those professional employees who

participate in the wellbeing incentive or up to Nine Hundred Eighty Dollars Dollars ($980.00) per month if the professional employee does not participate in the well being incentive. For professional employees who choose the High Deductible Health Plan (HDHP), the difference between the Board contribution level and HDHP cost will be placed in a Health Savings Account (HSA) for that employee.

1. A professional employee who is under contract for 5/10ths time or more may select health and hospital insurance available to district employees at a prorated amount paid by the board, which proration shall be based on the percentage of full-time work by the employee.

2. The sum paid by the board for the health and hospital insurance premium shall be for the purchase of coverage of the individual professional employee only. In no event shall the board pay for dependent or family coverage of any professional employee. Professional employees are eligible to purchase dependent health and hospital insurance coverage under the Section 125 Cafeteria Plan.

3. In the event two married professional employees are employed by the board of education, the board payment to each of the two professional employees can be pooled but shall not exceed the two person monthly premium for the selected health insurance plan.

D. Board of Education's Sick Leave Assistance Bank

The use of the Sick Leave Assistance Bank is for the professional employee only. In an instance of prolonged illness or personal injury (other than that covered by Article VIII, Section E, paragraph 6), a professional employee or anyone acting on the employee's behalf, may make an application to the Board of Education to borrow a sum of days (not to exceed twenty (20) days). The Board, in its sole discretion, will consider the request, and if approved:

1. Said employee may borrow a designated number of days, to be fixed by the Board and not exceeding 20 days in any fiscal year.

2. Upon return to full-time service, the employee will not have to repay the Board for the borrowed days.

3. It is understood by the parties that the Board will not grant under any circumstances an aggregate number of days in excess of 250 in any school year, nor will any individual employee be given more than twenty

(20) days.

4. It is understood by the parties that this section is intended to be applicable to extraordinary circumstances, and any such application may be summarily denied, and the decision of the Board shall be final and not grievable.

5. This section will be applicable only when the professional employee has exhausted all temporary leave available and has no access to Short Term Disability or Workers' Compensation.

6. In considering and/or granting such a request, the Board may require any documentation or other proof that it shall deem necessary under the circumstances.

E. Retirees

Professional employees who have attained full KPERS retirement benefits by the end of the current school year are eligible to participate in the district health plan (as from time to time amended) contingent upon all of the following requirements:

1. The employee is retired under the Kansas Public Employees Retirement System (KPERS) on or after October 1, 1993, and:

    a. has completed a minimum of 10 years service;
    b. is enrolled in the district plan on their retirement date.

2. The employee must make timely payment of all premiums.

3. Eligibility for participation shall cease at any time the employee becomes Medicaid or Medicare eligible; or the employee becomes covered under some other employer- sponsored medical plan; or the employee discontinues participation in the medical plan including default of medical payments.

F. Deferred Compensation Program for All Professional Employees

1. A non-transferable, deferred compensation program is available to all professional employees of the district.

2. The contributions for such a plan shall be made solely by the professional employee under a salary reduction plan. The selection of the carrier or

carriers shall ultimately rest with the board.

3. Professional employees new to the district must utilize those companies which have been approved by the board, but such professional employees, when permitted to do so under the law, may be allowed to roll-over any funds which were in a deferred compensation plan of a former employer.

4. Approved companies must enter into form agreements developed by the district.

5. Professional employees who wish to enter into deferred compensation agreements with approved companies must properly complete a "Salary Reduction Agreement" which has been approved by the board of education.

6. Professional employees wishing to participate shall complete all forms necessary to implement the contribution or deduction. Such forms must be completed and received by the Payroll Office on or before the 15th day of the month prior to the month of actual deduction or contribution. No changes will be allowed for the summer months (June, July and August) after May 15. The district will not make a September deduction or contribution on behalf of a new professional employee or a professional employee wishing to make a change unless all of the aforementioned forms are received by the payroll office on or before the last workday in August.

7. The board of education may withhold such amounts of a professional employee's compensation hereunder as may be necessary, in the opinion of the board, to comply with state and federal laws; i.e., social security and retirement.

G. Protection of Employee Property

1. The board will reimburse the professional employee for damage or loss of personal property, up to an amount not to exceed $200, when such loss or damage of personal property arises out of and in the course of the professional employee's employment under the following circumstances:
    a. The property was brought to school to be used as an adjunct to instructional activities, with prior approval of the special education coordinator.

b. Such coverage shall not apply if the negligence of the professional employee contributes to the damage or loss.

c. Any payment by the board shall not be construed as an admission of responsibility or liability by the board, its agents, servants, or professional employees.

d. Requests for reimbursement shall be made to the appropriate associate superintendent. The applicant will be notified as soon as a decision has been made.

2. The board may reimburse any professional employee for clothing or other personal property damaged, destroyed or stolen as a result of violence, assault, or battery sustained in the course of employment while on district property, not to exceed $300 for each incident. This section shall not be construed to be an admission of liability on the part of the district. Request for reimbursement shall be made to the appropriate associate superintendent, whose determination of whether the particular circumstances involved justify any assistance from the board shall be final.

VI. CONTRACTS AND SALARIES

A. General Requirements

1. All questions relating to contract interpretation shall be submitted in written form to the Office of Human Resource Services.

2. All contract staff members are required to be on duty for orientation and planning during the contract days preceding the opening of school.

3. Requirements for transcripts, physical, certification, and license, if applicable.

B. Employee's Compensation - Definition

1. Each professional employee employed by the board shall be compensated for the services rendered during the days for the term of the contract year. This compensation shall be termed salary and the amount of such salary the professional employee receives shall be determined by placement on the appropriate salary schedule.

2. Professional employees who return to employment in the district following an extended leave of absence or who have been transferred to a different school assignment prior to the beginning of a contract year will work the same number of contract days as the members of the regular staff. All professional employees new to the district will work one additional contract day at the beginning of the contract year.

C. Work Day Defined

Eight hours per day

D. The Professional Year

1. All days designated as teacher workdays without students are to be used at the discretion of the professional employee for activities related to instructional purposes. Teacher workdays without students will be self-directed. Flexibility with respect to locations for working will be supported.

2. Professional employee Facilitated Professional Learning Time and District/Building Professional Learning Time will be planned and facilitated based upon the identified needs of teachers. Flexibility with respect to locations for professional learning will be supported. This may include collaborating from home, businesses, libraries and site visits to other schools or community business partners.

E. Change of Status

1. Any professional employee in the Unified School District No. 512 who changes from one qualification group to another through additional academic training during the period of service in the Unified School District No. 512 is entitled thereafter to the advantages provided in the schedule for the advanced qualification group.

2. Salary adjustment for increased training will be made throughout the contract year, but not later than the May pay cycle. The change is status of a professional employee on the salary schedule shall be determined on the basis of an official transcript submitted to the Department of Human Resources and will be limited to one time per year or contract period. To receive maximum benefit of the salary adjustment, the professional employee must submit to the Department of Human Resources, by September 15, either an official transcript or written evidence that the

transcripts could not be obtained by the deadline. Status change after this point will become effective for the subsequent pay periods if official transcripts are received by the last workday of the prior month, but will not be retroactive. Staff members are encouraged to process their transcripts immediately after completion of the coursework or degree. Upon receipt of the official transcript, a change of contract will be prepared by the Department of Human Resources.

Credit for advanced placement on the salary schedule shall be granted to professional employees who have earned advanced degrees (Master's or Doctorate) in their major or minor teaching field, or educational career plan.

3. A professional employee will only be granted credit for one column movement per year. An exception to this provision will exist if the professional employee has earned an advanced degree (Master's or Doctorate). If a professional employee has earned an advanced degree that would result in the employee moving multiple columns, then the employee will be allowed to proceed to the column that corresponds to that advanced degree placement.

4. There was no advancement for academic training for the 2011-2012 contract.

F. Termination Payment

1. In the event that service of any professional employee is terminated by reasons of death, resignation, or other cause; or if there are any irregularities of service during the contract period, the amount of salary due in full shall be based on actual days of service performed as compared to the total number of days required to be performed under contract.

2. Professional employees who retire due to age or who resign shall be paid in full at the time of retirement or resignation. The estate of professional employees who die during their term of service shall be paid in full for the services of that professional employee up to the time of death.

G. Payment of Salaries

1. Full-time professional employees shall be paid for services rendered on a twelve-month basis, payable the 20th day of the month. When the 20th day of the month is on a Saturday or a Sunday or falls within non-working days during the school year, the checks will be distributed the last working day preceding the 20th day of the month. This salary shall be based on the school year including teaching days and non-teaching days.

2. Exceptions shall not apply if the receipt of a salary payment would constitute payment in advance for services yet to be performed.

3. Newly hired Professional Employees may, at the beginning of their first year of employment, elect to receive $3,600 of their yearly salary on August 20th. The remainder of their salary will be paid in 12 equal installments.

4. If a professional employee goes on leave of absence, retires, resigns, or is terminated for any cause before serving the full school year, the professional employee's salary shall be adjusted and paid on the basis of the relationship between the number of contract days worked and the total number of days in the contract year.

5. An exception to the regular receipt of salaries shall be that a professional employee may elect to receive any remaining installments due at that time the professional employee receives the tenth monthly installment as provided by K.S.A. 74-4940.

6. There will be no step increase due to experience granted for the 2011-2012 contract year.

PLACEMENT OF NEW PERSONNEL ON THE SALARY SCHEDULE

SCHOOL PSYCHOLOGISTS

1. One step on the salary schedule will be allowed for each 2 years' experience, under contract, as an elementary or secondary classroom teacher in an accredited school. The maximum of approved credit shall be 4 years or 2 steps. The new professional employee with 4 years experience would be placed on step 3.

2. A maximum of 14 years experience will be allowed for persons who have experience in an accredited school in their field of expertise or agency experience in pediatrics in their field of expertise. The professional employee would be placed on step 15.

3. Transfer within district 512 may be given credit on the salary schedule commensurate with their present salary.

Shawnee Mission Unified School District No. 512
2026-2027 Salary Schedule for School Psychologists (208)

	M	M15	M30	S/M45	S15/M60	D
1	65,031	67,307	69,663	72,101	74,625	76,491
2	66,559	68,889	71,300	73,795	76,379	78,289
3	68,123	70,508	72,976	75,529	78,174	80,129
4	69,656	72,094	74,618	77,228	79,933	81,932
5	71,223	73,716	76,297	78,966	81,731	83,775
6	72,754	75,294	77,937	80,664	83,488	85,576
7	74,318	76,913	79,613	82,398	85,283	87,416
8	75,879	78,528	81,285	84,128	87,074	89,252
9	77,472	80,177	82,992	85,895	88,903	91,126
10	78,998	81,756	84,627	87,587	90,654	92,921
11	80,554	83,367	86,294	89,312	92,440	94,752
12	82,085	84,951	87,934	91,009	94,196	96,552
13	83,645	86,565	89,605	92,738	95,986	98,386
14	85,209	88,184	91,281	94,472	97,781	100,226
15	86,802	89,833	92,988	96,239	99,610	102,100
16	88,330	91,414	94,625	97,933	101,363	103,897
17	89,885	93,023	96,290	99,657	103,147	105,726
18	91,431	94,623	97,946	101,371	104,921	107,544
19	93,004	96,251	99,631	103,115	106,726	109,394
20	94,548	97,849	101,285	104,827	108,498	111,210
21	96,117	99,473	102,966	106,567	110,299	113,056
22	97,655	101,065	104,613	108,272	112,064	114,865
23	97,655	102,682	106,287	110,004	113,857	116,703

LONGEVITY PAY SCHEDULE

To recognize the past and future contribution made by the long-term professional employee to the district, a psychologist will be provided a Longevity Bonus. This bonus will be provided the year the psychologist reaches the step and will be paid in one lump sum at the end of that year.

The bonus will be:

$450 after 25 years of employment

$500 after 30 years of employment

$550 after 35 years of employment

$600 after 40 years of employment

$700 after 45 years of employment

Years of service will be determined by the current hire date of the school psychologist. Service must be continuous. The years of service will be calculated by subtracting the current hire date from the current year. If a school psychologist was on an approved leave of absence, this time will be considered and counted towards the years of service.