

AGREEMENT

between the

Board of Education

of

De Soto Unified School District 232

Johnson County, Kansas

and

De Soto Teachers' Association

July 1, 2011 through June 30, 2012



TEACHERS' EMPLOYMENT AGREEMENT

Table of Contents

PREAMBLE	1
ARTICLE I: RECOGNITION.....	1
ARTICLE II: DEFINITIONS	1
ARTICLE III: LICENSED PERSONNEL	1
A. Permanent Teaching Personnel.....	1
1. Licensure	1
2. Transcripts	2
3. Physical Examination	2
4. Assignment	2
5. Responsibilities and Duties	2
B. Temporary and Part-Time Teaching Personnel.....	2
1. Part-time Professional Employees.....	2
2. Job-Sharing Opportunities.....	2
C. Activities	3
1. Professional Meetings	3
2. Non-School Employment.....	3
D. Private Tutoring	3
E. Itinerant Teacher Duties.....	3
ARTICLE IV: PROMOTIONS, ASSIGNMENTS AND ANNOUNCEMENT OF VACANCY	4
A. Promotions and/or Change in Employment Title	4
B. Vacancies	4
C. Other Transfers	4
1. Intra-Building Transfer	4
2. Inter-Building Transfer	4
3. Administrator-Initiated Transfers.....	5
ARTICLE V: TRANSFER/REASSIGNMENT FOR NEW FACILITIES.....	6
ARTICLE VI: REDUCTION IN FORCE PROCEDURES.....	6
A. Definitions.....	6
B. Procedure.....	7
C. Criteria.....	7
D. Recall Procedure.....	8
E. Miscellaneous.....	8
ARTICLE VII: TEACHER EVALUATION	9
ARTICLE VIII: EMPLOYMENT-RELATED ASSAULT	9
ARTICLE IX: GRIEVANCE PROCEDURE	9
A. Purpose	10
B. Definitions.....	10
C. Procedures.....	10
1. Level One	10
2. Level Two	10
3. Level Three.....	10
4. Level Four.....	11
D. General Provisions	11
ARTICLE X: LEAVES OF ABSENCE	12
A. General Leave	12
1. Personal Illness	12
2. Family Illness.....	12
3. Discretionary Leave	12

4. Bereavement Leave.....	13
5. Observance of Denominational Religious Holidays	13
6. Association Leave.....	13
7. Jury Duty/Witness Leave	13
8. Short-Period Class Coverage	13
9. Job Related Assault.....	14
B. Purchase of General Leave	14
C. Long-Term Leave	14
1. Family Medical Leave	15
2. New Baby/Adoption Leave (Not Eligible for Family Medical Leave Act of 1993).....	15
3. Extended Injury/Illness Leave	15
4. Extended New Baby/Adoption Leave.....	17
5. Military Leave.....	17
6. Sabbatical Leave	19
ARTICLE XI: FRINGE BENEFITS.....	19
A. Paid Benefits	19
B. Salary Reduction Plan	19
C. Tuition Reimbursement.....	20
ARTICLE XII: PROFESSIONAL EMPLOYEE COMPENSATION.....	20
A. District Compensation.....	20
B. Payday Notification.....	20
C. Extra-Duty Assignments	20
D. Supplemental Positions and Salary Schedule.....	20
E. Reimbursement for Mileage.....	21
F. Credit for Professional Experience.....	21
G. Salary Enhancement through In-Service Credits	21
H. Method of Payment	21
I. Horizontal Schedule Placement and Movement	21
J. Related Benefits.....	21
1. Salary, Payment and Deductions	21
2. Payroll Deductions of DTA/KNEA/NEA dues.....	22
K. Retirement.....	22
1. Kansas Public Employees Retirement System.....	22
L. Retroactive Pay.....	22
ARTICLE XIII: PROFESSIONAL DAY.....	22
A. Number of Contract Days	22
B. Contract Day.....	23
C. Duty Free Lunch.....	23
D. Planning Period.....	23
E. Guidelines for Faculty Meetings.....	23
F. Teacher Workdays.....	24
ARTICLE XIV: CALENDAR COMMITTEE.....	24
A. Purpose	24
B. Membership.....	24
ARTICLE XV: USD 232 RETIREMENT PROGRAM.....	24
ARTICLE XVI: DURATION CLAUSE	24
ARTICLE XVII: SAVINGS CLAUSE	25
SIGNATURE PAGE	26
2010-11 CERTIFIED SALARY SCHEDULE	27
2010-11 SUPPLEMENTAL POSITIONS	28
2010-11 SUPPLEMENTAL SALARY SCHEDULE	29
EXTRA DUTY PAY SCHEDULE.....	30

PREAMBLE

This agreement is made and entered into on this June 13, 2011, by and between the Board of Education of Unified School District No. 232, Johnson County, State of Kansas, and the De Soto Teachers' Association. This agreement will support goals and objectives of the current District Mission.

The items described and provided for in this Agreement shall be included by reference in the individual contract of each Professional Employee, except administrative employees, of De Soto Unified School District No. 232, Johnson County, State of Kansas; and shall have the same force and effect as though fully stated therein.

ARTICLE I: RECOGNITION

The Board of Education recognizes the De Soto Teachers' Association as the exclusive bargaining representative for all persons who are covered by this agreement. This recognition is extended and the agreement is entered into pursuant to K.S.A. 72-5413 et. seq.

ARTICLE II: DEFINITIONS

When used in this Agreement, the following terms will have the following meanings.

1. **School District (or District):** De Soto Unified School District No. 232, Johnson County, State of Kansas, with administrative offices located at 35200 W. 91st Street, De Soto, Kansas 66018-8420.
2. **Board of Education (or Board):** The Board of Education of De Soto Unified School District No. 232, Johnson County, State of Kansas.
3. **Association:** The De Soto Teachers' Association, affiliated with the Kansas National Educational Association (KNEA) and the National Educational Association of the United States (NEA).
4. **Professional Employee:** All persons employed by the School District on a part-time or full-time basis, who are in professional, educational, or instructional positions that require a license issued by the Kansas Department of Education, but shall not mean any such person who is an administrative employee, substitute teacher, School Improvement Specialist, building level nurse, district level nurse (Supervisor or Health Services Coordinator), special education related-service positions, or any person who began receiving KPERs benefits after July 1, 2007.
5. **School:** Any attendance facility or other facility operated by the District.
6. **Bargaining Unit:** Shall include all Professional Employees as defined in Article II, Section 4. Membership in the bargaining unit shall be based upon the Professional Employee's assignment within the District and not solely on the license held.

ARTICLE III: LICENSED PERSONNEL

A. Permanent Teaching Personnel

1. Licensure

- a. All Professional Employees employed must hold appropriate licensure for the position as provided by the Kansas State Board of Education or appropriate state agency.
- b. On or before the first day of school, there shall be filed with the Superintendent of Schools an active teaching license issued and/or approved by the Kansas State Board of Education.

c. Payment for services cannot be made until an approved licensure has been filed.

2. Transcripts

a. Professional Employees shall file with the Superintendent of Schools an official transcript of college credits. It must bear the seal of the institution and signature of the registrar.

b. Transcripts must be on file by September 1 of the school year in which they are to apply.

3. Physical Examination

All Professional Employees are required to have on file with the Human Resource office a Kansas certificate of health. Any licensed medical practitioner may make an examination and sign certificates. The Board of Education may require additional licensure any time there is reason to believe it is needed.

4. Assignment

Insofar as possible, staff assignments will be made upon the recommendation of the Superintendent of Schools at the time of employment and in all cases will be made in the interest of the instructional program. If a change is anticipated in either a primary or supplemental assignment, the Professional Employee will be notified by letter as soon as possible.

5. Responsibilities and Duties

All Professional Employees are directly responsible to the Principal of the building in which they are assigned, or identified direct supervisor and shall fulfill the duties and responsibilities established through Board Policy. The Board Policy may be found at www.usd232.org/policy.

B. Temporary and Part-Time Teaching Personnel

1. Part-time Professional Employees

Will be employed in the same manner as permanent teaching personnel on the basis of a pro-rated salary and District benefits as determined by their qualification and that part of the school day for which they are employed.

2. Job-Sharing Opportunities

a. The Board of Education supports job-sharing opportunities that may enhance both professional and personal development for licensed staff members, without distracting from educational services to students or the District.

b. Job-sharing means that two (2) staff members will actually share one (1) full-time position. District provided benefits will be split according to full-time equivalency or awarded to one of two participating staff members. Benefit costs will not exceed 1.0 FTE. However, the amount of time that each staff member devotes to the job is determined by the partners, so long as the total time devoted by the job-sharing partners equals one (1) full-time position.

c. Job-sharing is different from team teaching. Team teaching requires both teachers to be on the job full-time. Job-sharing is also different from part-time employment, where the position itself calls for less than a full-time staff member and the hours are not flexible.

d. The District will consider one (1) year job-sharing proposals from two (2) tenured staff members who desire such an opportunity. Job-sharing is limited to two (2) positions per building and will not exceed two (2) consecutive years per employee, but said employee(s) may reapply after working full-time for one (1) year. The building Principal (primary

evaluator) will conference with the partners requesting the job-share position to explain the outcome of the proposal. (See Administrative Guide for procedures).

- e. Job-sharing requests shall be made in writing to the Human Resource office on or before March 1, unless extraordinary circumstances arise.

C. Activities

1. Professional Meetings

- a. The attendance of Professional Employees at conference, conventions and workshops outside the District must be directly related to goals and objectives of the district mission.
- b. A request by a Professional Employee to attend a conference, convention, or professional meeting during the school year must be made at least ten (10) days in advance, must be recommended by a designated building-level committee of staff members and be approved in writing by the Professional Employee's Principal..
- c. A personal leave day will be used by any Professional Employee receiving compensation for consulting work from outside agencies, other than reimbursement for expenses.

2. Non-School Employment

Professional Employees employed by this District shall not enter into non-school employment that interferes with the performance of their contracted duties.

D. Private Tutoring

De Soto Unified School District 232 does not provide nor promote private tutoring. However, if a student or parents decide that private tutoring is necessary, the following guidelines will apply:

1. A parent or pupil may discuss the advisability of private tutoring with a teacher, counselor, or building Principal. District personnel are encouraged to cooperate with parents, students and tutors.
2. It is the responsibility of a parent and tutor to agree on a location and fee for tutoring.
3. Private tutoring for compensation will not occur on the premises of any District facility.
4. A Professional Employee may not, during the school day, provide private tutoring for compensation to any student in this District.
5. Students may be encouraged, but not required, to take private lessons or secure private tutoring during non-school hours.

E. Itinerant Teacher Duties

1. When a Professional Employee is assigned to two (2) or more buildings, the Professional Employee shall not be required to attend more than one (1) faculty meeting per week. In the event of a conflict between building faculty meetings, the Principals involved will determine which faculty meeting the Professional Employee is to attend. If an agreement cannot be reached, the final decision will be made by the Superintendent of Schools.
2. An itinerant teacher shall only be assigned contract day duties in proportion to the time the itinerant teacher spends in the building in question.
3. Each itinerant teacher shall be allowed between ten (10) and thirty (30) minutes for travel time between buildings, depending upon the distance involved. The superintendent shall determine travel time guidelines.

ARTICLE IV: PROMOTIONS, ASSIGNMENTS AND ANNOUNCEMENT OF VACANCY

A. Promotions and/or Change in Employment Title

Promotion to a position of greater responsibility and/or change of employment title will be made based upon qualifications of the person, need for the position, and the recommendation of the Director of Human Resources. Examples of change in title include, but are not limited to, transfer from a teaching position to media specialist, counselor, or school psychologist, etc. Unless notified differently, internal candidates interested in promotion or transfer to a differently titled position will be required to submit a letter of interest, resume, and three (3) letters of reference to the Human Resource Department.

B. Vacancies

As vacancies arise within the staff, they will be posted on the Unified School District 232 website under Human Resources Department. Vacancies are posted as soon as possible when a vacancy is confirmed. Vacancies will be posted for a minimum of three (3) business days prior to being filled. The posting will include position title, location (if applicable), and the date of posting.

C. Other Transfers

As used herein, the term “transfer” shall mean a change in employment position initiated by a Professional Employee or Administrator either for within the building or between buildings in the District. Examples of such transfers include, but are not limited to, transfer from one teaching position to any other teaching position to which/or for which the employee is licensed and highly qualified.

1. Intra-Building Transfer

- a. Any Professional Employee who desires to transfer within the building (intra-building) will be given first consideration.
- b. The Principal will conference with the employee regarding the intra-building transfer.
- c. Intra-building requests will be considered but not be binding on the Principal and Superintendent.
- d. Upon request, the Principal has an obligation to share with the Professional Employee why his/her request was not granted.

2. Inter-Building Transfer

- a. Any Professional Employee who desires to transfer to a different employment position within the District (inter-building) should express a preference for building assignment, grade level/subject area, hourly schedule, and special assignments by stating such preferences in writing on or before February 1st or within three (3) business days of vacancy announcement. A transfer application must be made on a designated form, signed by the employee requesting transfer, current building administrator, and the Human Resource office.
- b. Professional Employees may cancel requests for transfer by sending notification, in writing, to Human Resources. After action is taken on a transfer request, a Professional Employee may not withdraw the request without administrative approval.

c. Transfer Actions

- (1) The Professional Employee shall be given consideration for vacancies as they occur and

before new teachers are employed to fill the vacant positions.

- (2) If more than one Professional Employee has applied for the same vacant position, factors to be considered will include; seniority, KSDE licensure, Highly Qualified status, experience in the grade level(s) or subject area(s), total years of experience, and the receiving Principal's determination of the staffing needs of the building.

d. Transfer Conference

- (1) When a position becomes available for which the Professional Employee has requested a transfer, a "Transfer Conference" will be held with the Principal/Building Administrator or with the Principal/Building Administrator and building level committee in addition to the Professional Employee requesting the transfer.

- (2) At the "Transfer Conference," items such as the following (but not limited to these) shall be discussed:

- Philosophy of Education*
- Perspectives on particular building initiatives*
- Requirements of the job in question*
- Certification issues*
- Building needs*
- Professional attributes of the candidate*
- Experience within the district*

- e. The receiving Building Principal will make a recommendation to the Director of Human Resources or designee regarding approval or denial of the transfer request. Final approval or denial of transfer requests shall be made by the Director of Human Resources. All Professional Employees who request a transfer may request and be granted feedback from the Principal of the building to which the transfer had been requested.

3. Administrator-Initiated Transfers

- a. From time to time, circumstances may exist to administratively transfer professional staff from one assignment to another. An Administrative-Initiated transfer or reassignment will be based on certain circumstances or to prevent undue disruption of the instructional program. If the involuntary transfer or reassignment is necessary, a primary factor to be considered prior to action on assignment and transfers is district seniority. Additional factors to be considered are KSDE licensure, Highly Qualified status, experience in the grade level(s) or subject area(s), and total years of experience.
- b. An administrative-initiated transfer shall be made only after a meeting between the Professional Employee involved and the Building Administrator. The Professional Employee shall be given reasons for such transfer at the time the verbal notification of transfer is made. Written notice of transfer will also be given during the personal conference.
- c. A list of vacant Professional Employee positions in the District shall be made available to all Professional Employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- d. Professional Employees being involuntarily transferred shall have preference over those seeking voluntary transfer in regard to choice among the vacant positions based upon seniority in the District, certification, and qualification.
- e. Written notice of transfer shall include the building to which the Professional Employee is

assigned, grade level, and/or subject matter to be taught.

- f. If a transfer is deemed necessary after the school year has begun, a minimum of three (3) school days will be granted for the Professional Employee to make preparations for the new assignment to provide for a smooth transition from the old.

ARTICLE V: TRANSFER/REASSIGNMENT FOR NEW FACILITIES

1. In the semester prior to the opening of a new building, a staffing plan will be developed by the Director of Human Resources based on District staffing standards and anticipated student enrollment.
2. In the semester prior to the opening of a new building, the Human Resources Department will distribute to all current Professional Employees a listing of all openings identified in the new building staffing plan.
3. Current Professional Employees will be given the opportunity to apply for a transfer to the new building using the Inter-Building Transfer Policy (see Article IV. C.2).
4. Current Professional Employees shall be given consideration for vacancies before new teachers are employed to fill the vacant positions.
5. First consideration will be given to those Professional Employees who request transfers from buildings that are declining in enrollment due to the boundary changes.
6. No more than 50% of the Professional Employees in a grade level or subject area may transfer from an existing school in any one school year without administrative approval.
7. If the number of Professional Employees in the building configuration expressing a preference to go to the new facility fails to reduce the anticipated number of open positions, the regular administrative-initiated transfer procedures will be utilized.
8. When a reduction in the number of faculty positions in an existing school occurs as a result of realignment of attendance boundaries, the same transfer procedures provided in this section shall be applied.

ARTICLE VI: REDUCTION IN FORCE PROCEDURES

As a result of authority granted to the Board of Education by the Kansas Constitution and Kansas statutes, the Board has the responsibility of determining composition of the professional staff necessary to implement and maintain educational programs of the District. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of Professional Employees employed by the District. It is the policy of this District to use normal attrition of staff; i.e., resignations, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be sufficient to achieve the necessary reduction of professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this policy. The positions to be reduced will be in line with the instructional needs of the District and not the extracurricular needs of the District.

A. Definitions

As used in this policy, the following terms will have the following meanings:

1. "Professional Employee" shall mean all persons as indicated in Article II. 4.
2. "Days" shall mean business days.
3. "Temporary Professional Employee" shall mean a Professional Employee who is employed on a non-continuing contract.
4. "Non-tenured Professional Employee" shall mean an employee who has not obtained "due process" rights according to Kansas Law.
5. "Permanent Status Professional Employee" shall mean a Professional Employee who has reached non-probationary (tenure) status according to Kansas law.
6. "Seniority" shall mean the period of most recent, continuous, and uninterrupted employment with the District, as determined from the effective date of employment. However, an approved leave of absence shall not be construed as an interruption of continuous employment.
7. "Subject areas" shall mean general curricular areas such as mathematics, English, foreign languages, social studies, etc.
8. "Certification" shall mean possession of an endorsement or license to teach a subject area, grade level or certain category of students.
9. "Performance" shall include evaluations for the three (3) most recent years, recognition by professional organizations, community organizations, and/or peer groups for achievement in the teaching profession, and other professional accomplishments.

B. Procedure

Whenever the Superintendent of Schools determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, the Superintendent will notify the Board of Education and the President of the Teachers' Association that there is a need for the reduction of professional staff and the reasons for further reductions. The Superintendent will recommend to the Board of Education those Professional Employees who should be terminated or non-renewed. Any reduction of professional staff will occur on a district-wide basis.

C. Criteria

1. In determining which Professional Employees shall be recommended for termination or non-renewal, the Superintendent will consider a combination of the following factors:
 - a. Type of positions that need to be filled;
 - b. District seniority;
 - c. Experience in teaching specific subject areas;
 - d. Licensure; and
 - e. Performance.
2. The Superintendent will consider Professional Employees for termination or non-renewal in the following sequence:
 - a. Temporary Professional Employees;

- b. Non-tenured Professional Employees; and then
- c. Permanent status Professional Employees.

D. Recall Procedure

1. The Professional Employee who has been terminated or non-renewed as the result of a reduction in force pursuant to this article shall be offered re-employment with the District for a period of two (2) years following the date the Professional Employee was terminated or non-renewed. Such re-employment shall be offered when a vacancy occurs for which the Professional Employee is licensed at the time of the enactment of this article. Any Professional Employee who was terminated or non-renewed as the result of a reduction in force shall be given preference for short-term substitute teaching positions with the District.
2. The Professional Employee will be notified of recall by phone at the Professional Employee's phone number on file with the District. It shall be the responsibility of the Professional Employee to ensure that the District has a record of his or her current telephone number(s). The District will simultaneously notify the Teachers' Association of the recall. The Professional Employee will have three (3) business days to accept or reject the offer of re-employment. Upon acceptance or rejection of the re-employment offer, the District will send the Professional Employee a confirmation letter. The Professional Employee must report as directed, which will be no sooner than 10 business days after the acceptance of re-employment.
3. If the Professional Employee rejects re-employment or fails to report as directed, such action or failure to act shall be construed as a resignation. Acceptance of an employment contract with another school district will result in the Professional Employee being taken off the recall list. The Professional Employee is expected to notify the USD 232 Human Resource Department within two (2) business days if he/she enters into a professional contract or work agreement with another school district.
4. No person new to the District shall be employed to fill a vacancy if there is a Professional Employee on the recall list who is qualified and licensed to fill that position.
5. Neither credit on the salary schedule nor other benefits shall accrue for the period of time the Professional Employee is on the recall list. If re-employed by the District, he/she shall be entitled to placement on the salary schedule according to his/her experience and education level. Upon re-employment, a Professional Employee shall be entitled to all previous accumulated leave and other benefits accrued during his/her period of employment with the District prior to the reduction in force.

E. Miscellaneous

1. No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.
2. No Professional Employee terminated or non-renewed due to a reduction in force will be entitled to receive compensation from the District after the effective date of the termination or non-renewal and during the recall period.
3. Nothing in this policy shall require the promotion of a Professional Employee to a position of higher rank, authority, or compensation, even though the professional employee who qualifies for termination or non-renewal as a result of a reduction in force pursuant to this article is licensed for the promotional position.

ARTICLE VII: TEACHER EVALUATION

Written evaluations of Professional Employees shall comply with procedures established by De Soto Unified School District 232. Those procedures shall be placed on file with the Kansas State Department of Education. All certificated employees are to be evaluated as follows:

1. All evaluations are to be in writing and the evaluation documents and responses thereto shall be maintained in the individual's personnel file for a period of at least three (3) years.
2. Every Professional Employee, in the first two (2) consecutive school years of employment with the School District, shall be evaluated at least one (1) time per semester, but not later than the 60th school day of the semester; except that any Professional Employee who is not employed for the entire semester shall not be required to be evaluated.
3. Every Professional Employee, during the third and fourth years of employment with the School District, shall be evaluated at least one (1) time each school year; but not later than February 15.
4. Every Professional Employee shall be evaluated at least once every three (3) years, but not later than February 15.
5. Evaluations shall be conducted and prepared by the Professional Employee's immediate supervisor or by a person designated by the Superintendent of Schools.
6. A Professional Employee shall be entitled to receive a copy of any written evaluation to be placed in the Professional Employee's file. Within 10 business days after an evaluation document is presented to a Professional Employee, that employee may respond in writing to the evaluation document. Such response shall be placed in the Professional Employee's file.
7. Evaluation documents and responses will be made available for inspection and copying to only those persons specified in Kansas statutes.
8. A copy of the DTA ratified and USD 232 Board approved evaluation system process and procedures are available on the Staff Drive under District Information>District Forms>Human Resources.
9. Copies of USD 232 Board approved evaluation forms that include the evaluation criteria are available on the Staff Drive under District Information>District Forms>Human Resources.

ARTICLE VIII: EMPLOYMENT-RELATED ASSAULT

Every incident of employment-related assault upon a Professional Employee shall be immediately reported to the building Principal or immediate supervisor. The District may provide legal counsel to advise a Professional Employee of his or her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities or to assist with the recovery of property loss. If any legal action is taken against a Professional Employee, by any person, as the result of the Professional Employee's lawful actions in the scope of his or her employment duties, taken in good faith and without fraud or malice, the District shall provide legal counsel for the Professional Employee's defense.

Any request by a Professional Employee for a legal defense pursuant to this paragraph shall be made in writing to the Board within 15 business days following service of process on the Professional Employee.

ARTICLE IX: GRIEVANCE PROCEDURE

A. Purpose

Free, easy, and effective communication between Professional Employees and the administrative staff is a mutually important objective. The purpose of this grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may from time-to-time arise and which affect the terms and conditions of professional service. Both parties agree that these proceedings shall be conducted as informally and confidentially as may be appropriate at any level of the procedure. It is agreed that other methods of problem-solving shall continue to be available to Professional Employees and administrators. When problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation.

B. Definitions

1. A "grievance" is a complaint by a Professional Employee or a group of Professional Employees based on an alleged violation, misinterpretation, or misapplication by the School District of a law, a state regulation having the effect of law, a written contract, board policy, or administrative regulation.
2. A "grievant" shall mean the person or persons filing a grievance.
3. The term "days" shall mean business days, except when otherwise indicated.

C. Procedures

1. Level One

Within 10 days following the occurrence of the event which is the subject of a grievance, the Professional Employee may file a written grievance with the Principal or immediate supervisor. The grievance shall be filed on a form provided by the School District on the Staff Drive under District Information>District Forms>Human Resources. The Principal or immediate supervisor will arrange for a meeting with the grievant to take place within five (5) days of receipt of the grievance. The Principal will provide a written decision to the grievant within five (5) days of the Grievance Conference.

2. Level Two

In the event the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within five (5) days after receipt of the Principal's decision, submit the written grievance to the Director of Human Resources. The Director of Human Resources will arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. The Director of Human Resources shall have five (5) days following such meeting in which to provide a written decision to the grievant.

3. Level Three

In the event the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within five (5) days after receipt of the Director of Human Resources' decision, submit the written grievance to the Superintendent of Schools. The Superintendent will arrange for a meeting with the grievant to take place within five (5) days of receipt of the appeal. The Superintendent shall have five (5) days following such meeting in which to provide a written decision to the grievant.

In the event the grievant is not satisfied with disposition of the grievance at Level Three, the grievant may, within five (5) days after receipt of the Superintendent's decision, submit a written request for advisory arbitration of the grievance. The Superintendent shall appoint one (1) member of the arbitration panel, the grievant shall appoint one (1) member of the panel, and the Superintendent and grievant shall attempt to mutually agree on a third member of the panel, who

shall serve as the chairperson. In the event the third member of the panel cannot be mutually agreed upon, the names of six (6) arbitrators shall be collected and one (1) name shall be drawn from the collection in order to determine the third member of the panel. At a mutually agreeable time and place, the arbitrators and parties will convene to hear the grievance. Within five (5) days following the conclusion of the hearing, the arbitration panel shall render its written decision to the grievant and the Superintendent.

4. Level Four

If the recommended resolution of the grievance is not satisfactory to the grievant and / or the Superintendent, either such person may submit the grievance to the Board of Education, within five (5) days of receipt of the arbitration panel decision. Either the grievant or the Superintendent may send a letter to the Clerk of the Board requesting a hearing. Within twenty (20) days thereafter, two (2) members of the Board of Education shall conduct a hearing concerning the grievance. The grievant shall be notified at least three (3) days in advance of the time, date and location of the hearing. Within ten (10) days of the conclusion of the hearing, the Board shall notify the grievant and the Superintendent of its decision. The decision of the Board shall be in writing and shall be final.

D. General Provisions

1. At each level of the formal grievance procedure, a Professional Employee may appear with or without a representative of the Professional Employee's choice. Such representative may act on behalf of the Professional Employee, except the actual filing of the grievance.
2. The inclusion of time limits in the grievance procedure is for the purpose of ensuring prompt action. In circumstances where the Professional Employee does not pursue the next step of the procedure within the time period specified, unless there is a mutually agreed written extension of time, the grievance shall be deemed to be settled and no further action by the administrative staff shall be required.
3. The filing of a grievance will not reflect unfavorably against any Professional Employee, but will be interpreted as an effort to improve relationships in, and the operation of, the School District.
4. All grievances filed in writing shall:
 - a. Be signed by the grievant;
 - b. Be specific;
 - c. Contain a synopsis of all facts giving rise to the grievance;
 - d. Identify by article, section, paragraph and page number the statute, regulation, contract or policy which has been allegedly violated;
 - e. Contain the date of the alleged violation;
 - f. Specify the relief requested;
 - g. Contain a statement indicating how the alleged facts, as applied, resulted in the alleged violation; and
 - h. Be filed on a form provided by the School District.

If a grievance is rejected for failure to comply with this paragraph, the grievant shall have five (5) additional days to re-file the grievance.

ARTICLE X: LEAVES OF ABSENCE

Certified employees may apply for general and long-term leaves of absence in accordance with policies described below.

A. General Leave

Full-time Professional Employees shall be entitled to 12 days of General Leave for each year they are employed by the District. General Leave will accrue on the first day of the school year. Accrued and unused General Leave may be accumulated by a Professional Employee from year-to-year. No more than 130 days of General Leave may be accumulated. Absences for General Leave (considered 10 or less consecutive work days) may be granted for approved reasons as outlined below, including personal illness, family illness, discretionary leave, bereavement leave, observance of denominational religious holidays, association leave and civic duty leave. Leave is defined as days of absence from duty for which no deduction is made in regular monthly or annual compensation of the employee. The term days as used herein is defined as days on which the employee drawing leave would normally have reported for duty. The District will comply with all provisions and requirements of the Family and Medical Leave Act of 1993.

A Professional Employee shall be entitled to use General Leave in increments of 15 minutes for absence from duty in the event of:

1. Personal Illness:

A Professional Employee absent from work due to illness, physical disability, or mental incapacity beyond five (5) consecutive school days shall be required to submit to the Superintendent a written request for General Leave accompanied by medical certification verifying treatment and the projected date of return.

2. Family Illness:

General Leave may be used by a Professional Employee in event of injury or illness in the Professional Employee's immediate family. Additional days may be granted by the Superintendent due to special circumstances. For purposes of this section, "immediate family" shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.

3. Discretionary Leave:

Discretionary Leave is defined as absence from duty because of reasons deemed of personal importance to the Professional Employee for which approved leave will be allowed without deduction in pay. Twelve (12) days of General Leave may be used as Discretionary Leave. At the end of the year, unused Discretionary Leave will be converted to accrued sick leave.

- a. Approval of the specific day or days to be used for Discretionary Leave shall be the responsibility of the Superintendent or his/her designee in order to permit scheduling of substitutes, continuity with the instructional program, and preventing possible conflicts of District meetings.
- b. All requests for Discretionary Leave must be submitted via the Skyward System to the building administrator. Leave of one (1) day or less duration must be submitted 24 hours prior to the requested date of leave. Leave of more than one (1) day duration must be submitted five (5) days prior to use and must be administrator approved. Leave is limited to no more than five (5) consecutive days at any one time.
- c. For Discretionary Leave of an emergency nature, the requirement for prior notification shall be the same as in the case of personal illness. For purposes of this section, an "emergency"

is an unforeseen combination of circumstances, or the resulting state, which requires immediate action.

- d. Except under emergency conditions or extraordinary circumstances, defined as a wedding, funeral (see bereavement), graduation or military deployment of individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship, Discretionary Leave will not be approved for use during the first or last five (5) contract days of the school year, during the day before or the day after a school holiday, or during in-service, parent-teacher conferences or grading days. Any day described herein that is taken with the Superintendent's or his/her designee's approval will be charged against the employee's days of Discretionary Leave.
- e. Any days taken without approval will be docked at double the amount of a substitute's rate of pay, and the employee will be subject to reprimand.

4. Bereavement Leave

Bereavement Leave may be used in the event of a death within the Professional Employee's immediate family.

- a. For purposes of this section, immediate family shall include individuals related by blood or affinity whose close association with the Professional Employee is the equivalent of a family relationship.
- b. Five (5) days of General Leave in any one (1) contract year may be used for Bereavement Leave. In the event of an emergency, additional days may be granted by the Superintendent or his/her designee.

5. Observance of Denominational Religious Holidays

A Professional Employee may use General Leave for the observance of a denominational religious holiday.

6. Association Leave

The De Soto Teachers' Association shall be entitled to 10 days of General Leave for use by the Association President or his/her designee. The individual(s) using Association leave will be entitled to full pay for days absent from employment duties.

7. Jury Duty/Witness Leave

Jury Duty/Witness Leave is defined as days of absences from duty if summoned for jury duty or required to testify in a court of law.

- a. A Professional Employee will be granted a leave of absence as necessary for the above described reasons. A written request for Jury Duty/Witness Leave must be made at least five (5) contract days in advance of the anticipated absence, if possible.
- b. The Professional Employee will be entitled to receive his/her regular salary during the period of absence. Any compensation received by the Professional Employee for jury duty or for serving as a witness may be kept by the Professional Employee.
- c. No deduction of Short-Term Leave will be made for Jury Duty/ Witness Leave.

8. Short-Period Class Coverage

Professional Employees who require coverage for 30 minutes or less for personal needs may make arrangements with a colleague for coverage of duties. The Professional Employee will not have any leave deducted for such absences. Colleagues have the right to refuse such requests. Professional Employees shall obtain their building administrator approval for such arrangements.

9. Job Related Assault

- a. Whenever a Professional Employee is absent as a result of personal injury caused by battery arising during the course of his/her professional duties, the District shall compensate the Professional Employee at his/her full daily rate of pay, and shall not deduct days from the Professional Employee's accumulated sick leave for up to five (5) days or until the employee becomes eligible for workers compensation benefits. Once the Professional Employee becomes a recipient of workers compensation for any days of work missed due to battery (1) the salary of the Professional Employee will be reduced by the amount the employee receives in benefits and leave time will be charged against the employee's accumulated total, or (2) if the Professional Employee does not have sufficient accumulated leave and/or the Professional Employee chooses to receive only the workers compensation benefit paid to him/her, there will be no deduction in leave days.
- b. To be eligible for this benefit, the claimant will be expected to submit an affidavit describing the battery and attach a police report if such a report has been filed. The District shall have the right to have the Professional Employee examined by a physician in determining the length of the time during which the Professional Employee is temporarily unable to perform duties, and that the disability is attributable to the injury resulting from the battery. The determination of the District chosen physician may be appealed to the Superintendent. The Superintendent's decision is final and is not subject to a grievance or any other appeal or hearing.

B. Purchase of General Leave

1. Upon retirement or termination of employment with the District, a Professional Employee shall be entitled to receive \$40.00 per day for each day of accumulated and unused General Leave. An additional \$10.00 per day will be granted to Professional Employees that retire or resign before February 1. However, a Professional Employee will not be entitled to receive payment for accumulated General Leave if the Professional Employee fails to fulfill his or her employment contract or fails to submit a written resignation on or before the date established by Kansas Statute (currently June 3, 2011).. Unused General Leave may be paid to a named beneficiary in case of death.
2. Any Professional Employee with accumulated General Leave in excess of 130 days will be compensated at the rate of \$40.00 per day for each day of accumulated and unused General Leave in excess of the 130 days. However, a Professional Employee will not be entitled to receive payment for accumulated General Leave in excess of 130 days if the Professional Employee fails to fulfill his or her employment contract or fails to submit a written resignation from employment on or before the date established by Kansas Statute (currently June 3, 2011).

C. Long-Term Leave

Long-Term Leaves are defined as absences of 11 or more consecutive work days which the Professional Employee would normally be required to report.

During all approved Long-Term Leave, employees will not lose existing length of service or coverage under the retirement system of Unified School District 232. Time on Long-Term Leave will not count as service for purposes of accruing General Leave.

Professional Employees present at work for at least 120 contract days during the school year will be eligible for a salary step increase for the following school year's contract.

If a Professional Employee is not scheduled to return from Long-Term Leave before the end of a school year, he or she must notify the District by May 15 if he or she does not intend to return to work the following school year.

A Professional Employee who is not able to perform the essential functions of her/his position, does not request or is not entitled to reasonable accommodations, and/or does not request or is determined to not be eligible for General or Long-Term Leave will be terminated.

1. Family Medical Leave

The District will comply with all provisions of the Family Medical Leave Act of 1993 (FMLA), including eligibility requirements. The poster published by the United States Government will be attached to the Negotiated Agreement as required by the law. In addition, the USD 232 procedures for implementing the Family Medical Leave Act of 1993 will be posted on the Staff Drive under District Information>District Forms>Human Resources.

2. New Baby/Adoption Leave (For staff members not eligible for Family Medical Leave Act of 1993)

- a. Employees are entitled to unpaid leave during the period of disability due to prenatal care, birth of a child, or recuperation following the birth of a child. A maximum of 30 contract days, from the date of birth, may be granted if no medical certification is presented. The leave cannot be taken intermittently.
- b. Employees are entitled to unpaid leave for the adoption of a child. A maximum of 30 contract days, from the date of placement, may be granted if no medical certification is presented. The leave cannot be taken intermittently.
- c. At least 30 calendar days prior to the need for leave (when possible), an eligible employee must submit a written request for leave to the Superintendent or Designee (currently HR Director). The request must state the number of contract days the employee is requesting leave, the extended leave start date and a proposed return date. Leave shall conclude upon medical certification that the Professional Employee is able to return to regular employment duties.
- d. If the employee wishes to continue group health benefits during this leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave for a maximum of six (6) weeks (30 contract days). Any employee portion of the cost must be paid by the employee.
- e. Employees returning from this leave who are able to perform the essential functions of his or her position, with or without accommodations, will be returned to the same or equivalent position held when the leave commenced.

3. Extended Injury/Illness Leave

An eligible Professional Employee may request unpaid Extended Injury/Illness Leave beyond the entitlement established by the Family Medical Leave Act of 1993.

- a. At least 30 calendar days prior to the conclusion of any eligible FMLA Leave (when possible), an eligible Professional Employee must submit a written request to the

- Superintendent or Designee (currently HR Director) for extended unpaid leave because of a serious health condition that makes the Professional Employee unable to perform the functions of the job. The request must state the number of contract days of leave the Professional Employee is requesting, the extended leave start date, and a proposed return date.
- b. All applications for Extended Injury/Illness Leave shall be accompanied by medical certification which attests to the inability of the Professional Employee to continue his or her professional duties and an expected date for return to duty.
 - c. This leave shall be limited to a maximum of one full semester in addition to any days remaining in the semester in which the extended leave began. The leave can not be taken intermittently.
 - d. If the Professional Employee wishes to continue group health benefits and life insurance benefits during Extended Injury/Illness Leave, the Board will continue to pay the employer's share of the cost of group health benefits in the same manner as paid prior to leave. Any Professional Employee portion of the cost must be paid by the Professional Employee. Failure to make payments to the District for benefits will result in the District dropping coverage.
 - e. During approved Extended Injury/Illness Leave, Professional Employees will not lose existing length of service or coverage under the Retirement Program of USD 232. Time on leave will not count as service for purposes of accruing General Leave.
 - f. Individuals returning from Extended Injury/Illness Leave who are able to perform the essential functions of his or her position, with or without accommodations, will be reassigned using the Inter-Building Transfer policy. The District will have fulfilled its obligation to the Professional Employee if no qualifying position becomes available within one year of the return-to-duty date, or if the Professional Employee does not accept within two (2) business days the offered position for which the Professional Employee is qualified.
 - g. If a Professional Employee is not able to return to work at the conclusion of the approved Extended Injury/Illness Leave and the Professional Employee does not qualify for Medicare, it is possible for the Professional Employee to purchase health insurance coverage from the District at the current Board paid fringe rate. This option is available for one (1) calendar year from the first anniversary of disability date. When the Professional Employee receives eligibility for disability benefits and Medicare, it is the Professional Employee's responsibility to notify the District immediately. Discontinuation of group health coverage will be coordinated with the Medicare eligibility date.
 - h. Professional Employees not electing to purchase health insurance coverage from the District at the current Board paid fringe rate or who otherwise lose health insurance before becoming eligible for disability benefits and Medicare may be eligible for COBRA continuation health coverage.

4. Extended New Baby/Adoption Leave

Professional Employees who are full-time and have been employed for a minimum of one year may request unpaid Extended New Baby/Adoption Leave beyond the entitlement established by the Family Medical Leave Act of 1993.

- a. At least 30 calendar days prior to the conclusion of FMLA Leave (when possible), an eligible Professional Employee must submit a written request to the Superintendent or Designee (currently HR Director). The request must state the number of leave days the Professional Employee is requesting, the extended leave start date, and a proposed return date.
- b. Extended New Baby/Adoption Leave is limited to a maximum of one full semester of unpaid leave in addition to any days remaining in the semester in which the extended unpaid leave began. It cannot be taken intermittently.
- c. During the Extended New Baby/Adoption Leave, the eligible Professional Employee may purchase health insurance coverage from the District at the current Board paid fringe rate. Failure to make payments to the District for benefits will result in the District dropping coverage. Professional Employees who elect not to participate in the District plan, or lose coverage may be eligible for COBRA continuation health coverage.
- d. Individuals returning from Extended New Baby/Adoption Leave will be reassigned using the Inter-Building Transfer policy. The District will have fulfilled its obligation to the Professional Employee if no qualifying position becomes available within one year of the return-to-duty date, or if the Professional Employee does not accept within two (2) business days, the offered position for which the Professional Employee is qualified.

5. Military Leave

- a. In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), any Professional Employee, upon written request to the Superintendent or Designee, shall be granted leave to cover the length of his/her required service in the military forces of the United States of America. Each request for military leave shall be accompanied by a copy of the appropriate military orders.
- b. A Professional Employee, who is eligible for military leave under federal or state law, including a Professional Employee, shall be entitled to leave for military service for up to five years or as otherwise provided by law. During said leave, a Professional Employee will be entitled to contract pay minus the cost of a substitute for the remainder of the contract year. Any supplemental contracts that the Professional Employee is entitled will be paid up to 30 days.
- c. If the Professional Employee is ordered to long-term active duty (over 30 days), the District will continue to pay all other District provided benefits the Professional Employee would have received for the remainder of the contract year. If the Professional Employee remains on leave after the contract year ends, the Professional Employee would have the right to continue the benefits at the cost to the Professional Employee while on leave for up to five years or as otherwise

provided by law.

- d. Professional Employees taking initial voluntary active duty training for the Reserves or National Guard will be on unpaid leave for the remainder of the contract year. The Professional Employee will have the option of continuing benefits at the cost to the Professional Employee for the remainder of the contract year or 18 months, whichever is greater. An extension of the time to receive benefits may be granted by the Superintendent.
- e. The following time limits apply to application for and return to work from a military leave absent extraordinary circumstances that make compliance impossible through no fault of the Professional Employee. Upon completing less than 31 days of military leave, the Professional Employee must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period. For more than 30 days but less than 181 days, the Professional Employee must make application for re-employment within 14 days of release from service. For more than 180 days, the Professional Employee must make application for re-employment within 90 days of release from service.
- f. Unexcused failure to meet the application and return time periods allowed above or required by federal or state law shall result in denial of reinstatement and subject the Professional Employee to the District's rules governing unexcused absences.
- g. An Professional Employee on military leave, who makes application to the District within the applicable time periods provided by law after the effective date of his/her release from active duty, and who is otherwise eligible for reinstatement, and absent circumstances where reinstatement is not required by law, shall be reinstated to the certified position(s) and supplemental position(s) that would have been held had the Professional Employee been continuously employed provided the Professional Employee is or can become qualified through reasonable efforts for that position, otherwise reinstatement will be to the certified position(s) and supplemental position(s) held at the time of the leave, again provided the Professional Employee is or can become qualified through reasonable efforts for that position, otherwise reinstatement will be to a similar or equivalent position, depending on the circumstances and subject to any applicable provisions of federal or state law. The Professional Employee's salary and benefit status upon return from military leave shall be the same as it would have been if leave had not been taken. Subject to requirements for reinstatement of Professional Employees returning from leaves of less than 30 days, the District shall have a ten (10) day grace period to make arrangements for re-employment of the Professional Employee, and the District shall make every effort consistent with law and the wishes of the Professional Employee to minimize any possible adverse effect of employment changes on the educational program.
- h. In the event the requested military leave causes an undue curricular hardship to the education of the students of the District, the District reserves the right to notify the commanding officer who signed the orders, requesting an adjustment in the orders.

If the District is not satisfied with the response, the District shall seek further assistance by calling 1-800-336-4590 to request a consultation with an officer in the National Committee for Employer Support of the Guard and Reserve, Office of the Secretary of Defense, 1735 North Lynn Street, Arlington, VA 22209.

6. Sabbatical Leave

- a. A sabbatical leave may be granted to a full-time non-probationary teacher to provide opportunity to engage in professional experiences related to the educational needs of the District having a major force on self-improvement and which also will have positive consequences for the teacher's students and co-workers.
- b. The Professional Employee requesting a sabbatical leave must have been employed in Unified School District 232 for the preceding five (5) consecutive years. The Professional Employee must not have been granted a sabbatical leave from the District during the five (5) consecutive years of service immediately preceding the current application. The Professional Employee will be guaranteed a teaching contract the following year provided the Professional Employee notifies the District by February 1 of his or her intent to return.
- c. Sabbatical leave may be for one (1) semester or it may be for one (1) contract year. The sabbatical leave is without pay and without continuation of employer paid fringe benefits. However, Professional Employees on sabbatical leave may continue to participate in the District's health insurance at the Professional Employee's expense. The Professional Employee returning from sabbatical leave shall be entitled to fill the position he or she vacated or a comparable position within the building level or a position for which he or she is certified. He or she shall be placed at the position on the basic salary schedule he or she would have attained had he or she been employed in the District during said period.
- d. Administrative Regulations "Requesting and Selection" will appear in the Board Policy Manual.

ARTICLE XI: FRINGE BENEFITS

A. Paid Benefits

The Board of Education will provide a single health and dental membership, with a jointly agreed upon provider. In addition, life insurance, disability policy, and salary protection plans will be provided by the Board. A Fringe Benefits Committee, which will include representatives from the district's Leadership Team, classified staff and the De Soto Teacher's Association, will convene to explore various benefit options related to each of the provided benefit plans.

B. Salary Reduction Plan

The Section 125 Fringe Benefits Plan will include the following:

1. Family health and dental premiums,
2. Non-reimbursed medical expenses,
3. Dependent care expenses,
4. Additional life insurance,

5. Cancer insurance, and

6. Additional salary protection (disability) insurance.

One-half (1/2) of the service charge for participation in the Section 125 Cafeteria Fringe Benefits Plan will be paid by the School District and one-half (1/2) by the participants.

C. Tuition Reimbursement

1. The Professional Employee shall be entitled to reimbursement in an amount not exceeding \$150.00 per fiscal year (July 1 – June 30) for tuition expense incurred for the purpose of enrolling in and attending courses at an accredited institution if the courses are part of the Professional Employee's Individual Development Plan.

The Professional Employee seeking reimbursement for such expenses shall comply with normal District procedures for reimbursement of expenses including presentation of receipts, bills, vouchers, etc.

2. Contingent upon the availability of funding sources separate from the USD 232 General Fund and Local Option Budget, the District may offer additional tuition reimbursement programs for employees seeking advanced degrees or licensure in areas of high need. Guiding parameters and operation of each program shall be established by mutual agreement of the De Soto Teacher's Association and representatives of the USD 232 Administration.

ARTICLE XII: PROFESSIONAL EMPLOYEE COMPENSATION

A. District Compensation

The District shall compensate all Professional Employees in accordance with the salary schedule indicated in Appendix A-1. Salaries of Professional Employees regularly employed by the Board of Education for the first semester shall be based upon official evidence on file in the Office of the Superintendent by September 1 of each school year. All Professional Employees shall be required to possess license appropriate for their employment duties.

B. Payday Notification

Professional Employees will receive a schedule at the beginning of the school year stating the dates paychecks will be issued each month. This same schedule shall state the final date each month for submitting extra-duty hours to the Business Office.

C. Extra-Duty Assignments

Those assignments requiring additional responsibility, travel, or time beyond the regular school day or term are enumerated on the extra-duty schedule. Compensation for those extra-duty assignments shall be as indicated on the extra-duty pay schedule (Appendix C).

D. Supplemental Positions and Salary Schedule

1. The supplemental positions listed in Appendix B-1 are extracurricular assignments in addition to normal teaching duties. Compensation for such assignments shall be as indicated in Supplemental Pay Schedule (Appendix B-2). An advisory supplemental committee will be created to review the Supplemental Pay Schedule on an annual basis. This committee shall be limited to two district administrators, two principals, and four teachers. The teachers will be chosen by DTA. Additional individuals may be invited to specific meetings to provide information. This committee will submit written recommendations for supplemental changes to the negotiations teams by February 1st of each year.

2. Professional Employees who choose to accept lunch time student supervision will receive \$2 per hour of supervision (above regular compensation) in half hour increments each day they have lunchroom supervision responsibilities.
3. The Professional Employee, upon being issued a supplemental contract, may choose to receive compensation for the supplemental during the season or over the entire 12 month contract.

E. Reimbursement for Mileage

Mileage for approved travel outside of the District will be reimbursed at the rate specified by the State of Kansas. Travel between schools in the District, when approved by the Superintendent, will be reimbursed at the same rate.

F. Credit for Professional Experience

At the time of employment with the District, a Professional Employee shall be entitled to receive credit on the salary schedule for prior teaching experience. Such prior teaching experience must be in an accredited school and must be approved by the Superintendent. The Professional Employee shall be entitled to a maximum of 20 years of credit (step 21).

G. Salary Enhancement Through In-Service Credits

The Professional Development Council approved points shall be used for re-licensure and/or advancement on the salary schedule. Twenty (20) points approved for both re-licensure and advancement will equal one (1) college hour. Points eligible for salary level movement must be utilized within five (5) years of being acquired.

H. Method of Payment

1. All Professional Employees are to be paid on a 12-month basis or as per Kansas statute.
2. Paychecks will be issued in 24 installments.
3. Professional Employees new to the District may receive \$1200 early compensation, less applicable taxes, in advance of the first scheduled paycheck. The \$1200 will be deducted from each of the remaining 24 scheduled paychecks. The early compensation may be accessed by the new Professional Employee by submitting a written request to the Business Department by August 15. The request form may be acquired from the Business Department.

I. Horizontal Schedule Placement and Movement

Professional Employees will be placed on the Salary Schedule based on college credits earned following the completion of a baccalaureate degree. For original placement, if the Professional Employee has earned a Master's Degree, only college credits earned following the completion of the Master's Degree will be used for establishing "Master's Plus" placement.

Current Professional Employees may request horizontal schedule movement based on points and/or college credits that were earned within the most recent five (5) year period. The Professional Employee must submit a request for movement by September 1 to the Human Resource Department. Information about this process may be found on the Staff Drive under District Information>District Forms>Human Resources . Once a Professional Employee has earned a Master's Degree, he or she is limited to one column movement per year.

J. Related Benefits

1. Salary, Payment and Deductions

- a. Professional Employees will be paid by direct deposit.
- b. All Professional Employees are required to file with the business office an Employee's Withholding Exemption Certificate, Form W-4, for both state and federal governments.

c. Professional Employees may authorize the business office to make deductions following the guidelines for payroll deductions.

(1) Payroll deductions shall be in accordance with rules established by the Business Department and shall comply with IRS regulations.

(2) Anyone who wishes to terminate a payroll deduction will notify the Business Office in writing by the 13th of the month. If the notification is received after the 13th of the month, payroll deduction will be terminated the following month.

2. Payroll Deduction of DTA/KNEA/NEA dues

a. With written authorization from the teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for Association Dues.

b. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and future agreements unless and until revoked in writing by the employee by August 31 of any school year.

c. Pursuant to such authorization, the Board shall deduct one-twenty-fourth (1/24) or appropriate amounts of such dues from the regular salary check of the employee each pay period. Amounts to be deducted shall be supplied to the Board by the Association.

K. Retirement

1. Kansas Public Employees Retirement System

a. All public school employees meeting hours-worked requirements are required to be members of Kansas Public Employees Retirement System. The District will assist employees in interpretation of KPERS regulations and in receiving benefits. It is the employee's responsibility, however, to meet all requirements and review their own retirement status.

b. Professional Employees new to this District who have a state assigned retirement number should file this number with the office of the Superintendent not later than the first day of school.

c. Professional Employees teaching in the State of Kansas for the first time should file a retirement form with the business office.

L. Retroactive Pay

In the event that retroactive pay is necessary due to extended contract negotiations, the balance of earned wages will be paid by the District to Professional Employees in a single lump sum payment within 45 days of ratification of this agreement.

ARTICLE XIII: PROFESSIONAL DAY

A. Number of Contract Days

Professional Employee contracts shall not exceed 187 days or as stated in an individual Professional Employee's contract. On days when classes are canceled for students and hazardous driving conditions do not exist, all Professional Employees will be expected to report to school to work. On these days, the Professional Employees may expect to have a majority of the time for working in classrooms or with team members. An all-faculty meeting, not exceeding 60 minutes, may be called during the afternoon. Any Professional Employee unable to report on said day will be provided the opportunity to use short-term leave. Notification of the need for Professional Employees to report will be given with the school closing

message through the media and the various calling trees.

B. Contract Day

The contract day for all Professional Employees of the District shall be eight (8) hours in duration with the exception of parent/teacher conference weeks and other special circumstances. During the contract day, Professional Employees shall perform such duties as may be assigned to them by the Superintendent or his/her designated representative. Except in the event of an emergency, no Professional Employee shall be required to attend more than two (2) school activities or events beyond the normal contract day during any school year. The Principal/Supervisor shall advise Professional Employees of required attendance at a school event/activity outside the contract day at least six (6) weeks in advance of the event/activity.

C. Duty Free Lunch

One (1) duty free lunch section out of the entire lunch period block shall be provided for each Professional Employee. Professional Employees may leave the building with administrative approval.

D. Planning Period

1. Professional Employees with classroom responsibilities at the high school and middle school levels shall be provided one (1) class period daily for conferences and instructional planning. This period shall be included within the framework of the student school day.
2. Professional Employees with classroom responsibilities at the elementary level (1–5) shall be provided a minimum of 250 minutes per week for the purpose of conferences and instructional planning. This time shall be within the student day, and include a minimum uninterrupted block of 30 minutes. A maximum of one (1) plan period per week may be used by the building administrator for school/District needs.
3. Professional Employees with classroom responsibilities at the kindergarten level shall be provided time for the purpose of conferences and instructional planning. Such time shall include 20 minutes during the morning session, 20 minutes during the afternoon session, and 20 minutes between sessions.
4. Certified employees may leave the building during his/her planning time and/or duty free lunch period for personal or District business without deduction of short-term leave so long as he or she requests and is granted leave by their building administration. This leave will be recorded on a sign-out sheet in the office. The intent is for this leave to be used infrequently by individual employees. Professional Employees may not leave if assigned supervision or during collaboration, team, department or other scheduled meetings that occur during their plan time, unless they use general or long-term leave.

E. Guidelines for Faculty Meetings

An administrator shall call and conduct faculty meetings in accordance with the following provisions.

1. No staff member should be required to attend more than one (1) mandatory meeting in any one (1) week.
2. Faculty meetings shall be held within the contract day. Before school faculty meetings will end at least five (5) minutes before the start of classes. After school faculty meetings will begin no sooner than five (5) minutes after the end of classes.
3. Emergency faculty meetings may be held if deemed necessary by the Principal. An emergency shall be defined as an unforeseen event which requires immediate notification of all teachers.
4. Emergency meetings must be held within the professional contract day.

5. Faculty meetings, except emergency meetings, shall not be held before or after an evening function.

F. Teacher Workdays

On workdays, except for special circumstances, Professional Employees shall have the time for working in classrooms for the purpose of instructional planning and preparation. An all-faculty meeting, not to exceed 30 minutes, may be called during a workday, provided it is the only all-faculty meeting of the week.

ARTICLE XIV: CALENDAR COMMITTEE

A. Purpose

A Calendar Committee shall be established each spring semester to study all facets of a two (2) year school calendar and to make one (1) or more recommendations to the Board of Education. Results of the Committee's study and its recommendations shall be shared with the Association President and Superintendent of Schools prior to being submitted for approval. Approval of the recommendation is subject to official action by the Board of Education. The second year of the two-year calendar remains subject to amendment during the 12 months following District approval, but any changes must be officially approved by the Board of Education.

B. Membership

The Committee shall consist of a facilitator responsible for communicating state regulations and disseminating meeting information and minutes, as well as representatives of the De Soto Teacher's Association (not to exceed six [6] persons) and representatives of the Board of Education (not to exceed six [6] persons).

ARTICLE XV: USD 232 RETIREMENT PROGRAM

The opportunity to participate in a voluntary USD 232 Retirement Program will be available to any Professional Employee for the current fiscal year only. To qualify for the USD 232 Retirement Program, the Professional Employee must meet the following criteria;

1. be eligible to retire with full benefits from KPERS, and
2. have worked as a Professional Employee in the District for a minimum of 10 years.

If a Professional Employee retires with full benefits from KPERS, participants will be eligible to receive benefits described below:

District-provided single membership in the District's health care program will be available for participants in the Retirement Program as required by Kansas Statute (K.S.A. 12 5040).

Participants must declare their intent to participate in the USD 232 Retirement Program, in writing, to the Human Resource Department no later than the first school day in March.

Participants will receive benefits until they reach an age where they are eligible for full Medicare benefits. The benefits of this program are non-transferable.

ARTICLE XVI: DURATION CLAUSE

A. This Agreement shall govern the rights of the Board and the Association from July 1, 2011, through June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. This Agreement shall be made available to every Professional Employee by the Board of Education at www.usd232.org/employment under Negotiated Agreement.

ARTICLE XVII: SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid or contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any provision of this Agreement is restrained by a court of competent jurisdiction, such provision shall be considered to be null and void and not a part of this Agreement to the extent that it is unenforceable or contrary to law. Deletion of such invalid or unenforceable provision will not affect other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision. To that end, the provisions of this Agreement are severable. Furthermore, on or before February 1 and thereafter, the Board and Association shall enter into negotiations concerning any provision found to be contrary to law.

2011-12 CERTIFIED SALARY SCHEDULE

Step	BS	BS+10	BS+20	BS+30	MS	MS+10	MS+20	MS+30	MS+40	Step
1	37700	38200	38700	39200	42300	43200	44100	45000	45900	1
2	37800	38300	38800	39300	42575	43475	44375	45275	46300	2
3	37950	38450	38990	39490	43000	43925	44850	45750	46775	3
4	38175	38675	39265	39790	43525	44450	45375	46275	47300	4
5	38475	38975	39565	40090	44050	44975	45900	46800	47825	5
6	38800	39300	39890	40440	44600	45500	46425	47350	48375	6
7	39125	39625	40240	40790	45150	46050	46975	47900	48950	7
8	39475	39975	40615	41140	45700	46600	47525	48450	49525	8
9	39850	40350	40990	41565	46275	47175	48100	49025	50125	9
10		40750	41490	42065	46850	47750	48675	49600	50725	10
11			42065	42640	47425	48325	49250	50175	51350	11
12				43290	48025	48925	49850	50775	51975	12
13					48625	49525	50450	51375	52600	13
14					49225	50125	51050	51975	53225	14
15					49850	50750	51675	52600	53875	15
16					50475	51375	52300	53225	54525	16
17					51100	52000	52925	53850	55175	17
18					51750	52650	53575	54500	55825	18
19					52400	53300	54225	55150	56500	19
20					53050	53950	54875	55800	57175	20
21					53750	54650	55575	56500	57850	21
Step 26					55050	56050	57075	58100	59550	Step 26
Step 30					56350	57450	58575	59700	61250	Step 30

APPENDIX: B-1
2010-2011 SUPPLEMENTAL POSITIONS

Category I:

H.S. Head Football
H.S. Head Basketball
H.S. Head Track (Boys & Girls Combined)

Category II:

H.S. Head Wrestling
H.S. Head Cheerleading

Category III:

H.S. Head Baseball
H.S. Head Softball
H.S. Head Volleyball
H.S. Head Soccer
H.S. Head Track (Boys or Girls)
H.S. Head Cross Country

Category IV:

H.S. Head Tennis
H.S. Head Golf (Boys or Girls)
H.S. Drama
H.S. Instrumental Music
H.S. Vocal Music
H.S. Head Forensics
H.S. Head Debate
H.S. Drill Team/Dance Team

Category V:

H.S. Assistant Football
H.S. Assistant Basketball
H.S. Assistant Wrestling
H.S. Assistant Cheerleading
H.S. Weight Training Supervisor
H.S. Yearbook
H.S. Assistant Track
H.S. Newspaper

Category VI:

H.S. Assistant Baseball
H.S. Assistant Softball
H.S. Assistant Soccer
H.S. Assistant Volleyball
H.S. Assistant Cross Country
H.S. STUCO
H.S. Head NHS

Category VII:

M.S. Head Football
M.S. Head Basketball
M.S. Head Track
M.S. Head Volleyball
M.S. Head Wrestling
M.S. Cheerleading
M.S. Cross Country

Category VIII:

H.S. Assistant Golf
H.S. Assistant Tennis
M.S. Assistant Football
M.S. Assistant Basketball
M.S. Publications

Category IX:

H.S. Pep Club
H.S. Head Scholars Bowl
H.S. Flag Team/Color Guard
M.S. Assistant Volleyball
M.S. Assistant Wrestling
M.S. Assistant Track
M.S. Assistant Cross Country
M.S. Drama
M.S. Vocal Music
M.S. Instrumental Music
H.S. Science Olympiad
M.S. Pep Club
H.S. Robotics
H.S. Drill Team Assist

Category X:

Elementary Music
Elementary District Band
M.S. STUCO
H.S. Assistant Musical
H.S. FHA / FACS
District PDC Chairperson

Category XI:

H.S. Junior Class Sponsor
H.S. LITE Leadership Sponsor
Summer Conditioning
H.S. Assistant Forensics
H.S. Assistant Debate
H.S. Assistant Drama
H.S. Assistant STUCO
H.S. Band Assist

Category XII:

Lead Teacher K-8
H.S. Knowledge Bowl
H.S. Assistant NHS
M.S. Math Team Sponsor
Elementary Yearbook
Building PDC Rep
M.S. Assistant Drama

Category XIII:

Elementary Morning Choir

APPENDIX: B-2

2011-2012 SUPPLEMENTAL SALARY SCHEDULE

CATEGORY	Level 1	Level 2	Level 3	Level 4	Level 5
1	\$4,959	\$5,108	\$5,256	\$5,405	\$5,555
2	\$4,842	\$4,985	\$5,131	\$5,275	\$5,419
3	\$4,199	\$4,324	\$4,452	\$4,578	\$4,703
4	\$3,384	\$3,485	\$3,588	\$3,689	\$3,789
5	\$3,084	\$3,176	\$3,269	\$3,361	\$3,455
6	\$2,709	\$2,791	\$2,873	\$2,953	\$3,033
7	\$2,495	\$2,569	\$2,644	\$2,718	\$2,793
8	\$2,127	\$2,190	\$2,254	\$2,319	\$2,380
9	\$1,882	\$1,939	\$1,997	\$2,052	\$2,107
10	\$1,505	\$1,551	\$1,594	\$1,640	\$1,806
11	\$1,127	\$1,160	\$1,194	\$1,229	\$1,263
12	\$752	\$776	\$797	\$820	\$841
13	\$500	\$515	\$530	\$546	\$563

APPENDIX: C

EXTRA-DUTY PAY SCHEDULE

Timers and Scorekeepers

HIGH SCHOOL

Football Clock.....	\$30 /game
Football Clock (JV).....	\$28 /game
Basketball Scorekeeper.....	\$24 /game
Basketball Clock.....	\$24 /game
Baseball Scorekeeper.....	\$24 game
Softball Scorekeeper Book.....	\$24 /game
Wrestling Scorekeeper.....	\$17.00/hour *
Volleyball Scorekeeper Book and Clock.....	\$17.00/hour *
Soccer Scorekeeper.....	\$17.00/hour
Track Meet Starter.....	\$95/meet
All Other Track.....	\$11.75/hour

MIDDLE SCHOOL


Football Clock (7th & 8th).....	\$25 / game
Basketball Clock (7th & 8th).....	\$20.50 / game
Basketball Scorekeeper (7th & 8th).....	\$20.50 /game
Wrestling Scorekeeper.....	\$17.00/hour *
Volleyball Scorekeeper.....	\$17.00/hour *
Track Starter.....	\$75/meet

* Minimum of one (1) hour

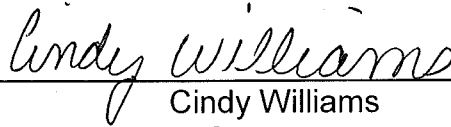
MISCELLANEOUS – Hourly Rates

Volleyball Lines.....	\$11.75
Tutoring.....	\$11.75
Detention Study Hall.....	\$11.75
Regular Events (tickets, etc.).....	\$11.75
In-House Coverage - All Levels.....	\$16.25
Homebound.....	\$16.25
Summer Curriculum Work.....	\$16.25
AD HOC Committee.....	\$16.25

DE SOTO TEACHERS' ASSOCIATION



Nikki Leisten
President



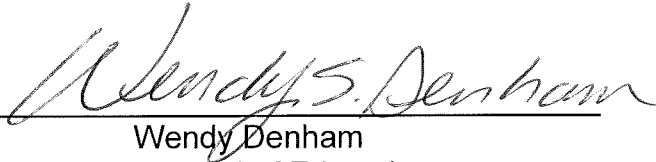
Cindy Williams
Secretary

BOARD OF EDUCATION

DE SOTO UNIFIED SCHOOL DISTRICT NO. 232



Tim Blankenship
President



Wendy Denham
Clerk, Board of Education