

AGREEMENT

Between

***GARDNER EDGERTON
NATIONAL EDUCATION ASSOCIATION***

and

***THE BOARD OF EDUCATION
GARDNER EDGERTON
UNIFIED SCHOOL DISTRICT NO. 231***

Johnson County, State of Kansas

***for the
2023-2024
school year***

RATIFICATION

IN ACCORDANCE WITH K.S.A. 72-2226, THIS AGREEMENT IS HEREBY
RATIFIED FOR THE **2023-2024** SCHOOL YEAR.

July 17, 2023

GARDNER EDGERTON NATIONAL EDUCATION ASSOCIATION

/s/ Renee Nonamaker

President

Signature on file

BOARD OF EDUCATION USD231

/s/ Tom Reddin

President

Signature on file

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TERMS OF ART

(A) Administrator

An administrator (building or district) is one whose primary role/function involves personnel supervision, certified and/or classified appraisal and department/building operation management and leadership. Administrators are non-teacher, at-will employees and must maintain a current administrative license and/or appropriate credentials within the state of Kansas.

(B) Agreement

All of the terms and conditions of professional service agreed to and ratified by and between the Board of Education of Gardner Edgerton USD 231, Johnson County, Kansas, and Gardner Edgerton National Education Association as a result of professional negotiations as defined by Kansas statute.

(C) Association

Gardner Edgerton National Education Association.

(D) Board

The Board of Education of Gardner Edgerton USD 231, Johnson County, Kansas.

(E) Column

On the Professional Employee salary schedule, each vertical level or column shall represent an earned degree from an accredited institution of higher learning, or an intermediate position beyond or between the earned degree representing additional earned semester or equivalent quarter hours not already counted in an earned degree and through approved state in-service points.

(F) Days

Except when otherwise indicated, days shall mean working school days, Monday through Friday, excepting legal and school holidays.

(G) District

Gardner Edgerton Unified School District No. 231, Johnson County, Kansas.

(H) Grievance

A grievance shall be an interpreted violation of the provisions of the Agreement affecting terms and conditions of employment.

(I) Family

Any individuals included in both the immediate and extended family definition.

(J) Immediate Family

Any number of persons, related by blood, marriage, or legal adoption. May include the professional employee's spouse, children, parents, siblings, grandparents and grandchildren.

(K) Extended Family

Any number of persons, extending beyond a common household and related by blood, marriage, or legal adoption. In addition to the members of the immediate family, the extended family may include: a domestic partner, the professional employee's aunt, uncle, niece or nephew, as well as professional employee's spouse's dependent children, siblings, parents, grandparents and grandchildren.

(L) Professional Employee

All licensed employees assigned to the teaching staff, whether part-time or full-time. Professional Employee shall include elementary and secondary classroom teachers; teachers of art, music, physical education and reading; counselors; librarians; special education teachers; elementary foreign language; school psychologists and resource teachers. Professional Employee shall not include administrative employees, substitute teachers (whether long or short-term), or educational aides.

(M) Part-time

Part-time Professional Employee shall mean a Professional Employee who is assigned to less than a 1.0 full time equivalency (FTE) contract.

(N) Step

On the Professional Employee salary schedule, each horizontal level or step shall represent a year of experience in a public or private school district or school accredited by a state, regional or federal accrediting agency, except as modified in this Agreement.

(O) Superintendent

Superintendent of Schools of Gardner Edgerton USD 231, Johnson County, Kansas.

(P) Termination of Contract

The immediate dismissal of the professional employee from employment with the District.

(Q) Transfer

The changing of a professional employee's assignment initiated by an employee or administrator either within the (current) building or between buildings in the District.

(R) Vacancy

Vacancy shall mean both unfilled positions and newly created positions.

(S) Plan Time (6-11-07)

Planning time for the professional employee is a designated time during each contract week to be used for classroom lesson preparation, grade recording, parent communication/meetings, and communication on curricular and instructional matters with colleagues and administrators.

(T) Professional Employee Work Day (6-11-07)

A professional employee work day is a designated contract day (or half day) of time free of all other activities or assignments. This time is to be used by the professional employee for activities related to his/her individual classroom needs.

(U) Salary Schedule, Column X: Specialist Degree (6-14-10)

A Specialist degree is recognized as an advanced degree, received from an accredited college/university, and is awarded for study beyond the Master's degree but below the doctorate (i.e., Ph.D., D.Ed. or Th.D.).

PREAMBLE

Preamble (7-27-15)

If a portion of this agreement is found to be contrary to law, then only that portion shall be invalid. All other provisions shall remain in full force and effect. If any Article, Section or Clause of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the same shall be automatically deleted from this Agreement to the extent that it violates the law. Such invalidity or restraint will not affect other provisions or applications of the Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are severable. Furthermore, the District and GENEVA shall enter into negotiation to replace any provision found to be contrary to law.

SCHOOL DAY

(A) School Day (7-6-04)

A school day shall be defined as a consecutive eight hour day as determined by building schedules as approved by the Board of Education. Occasionally, school trips and other functions may necessitate a departure from the eight hour block.

The superintendent has directed the principals to be sensitive to the need of the professional employee to get away early shortly after school on those business days before holidays and vacations or occasionally on some Fridays, if an employee's work is complete.

(B) Outside Work During 185.00 Days Service (5-23-03)

A professional employee's primary responsibility is to the school where the employee is employed. If outside employment of the employee is deemed by the administration to interfere with the effective discharge of the employee's assigned duty, the employee may be required to reduce or stop such outside employment.

(C) Duty Free Lunch Period (8-23-99)

One continuous thirty minute duty free lunch section out of the entire lunch period block shall be provided for each professional employee, except by mutual agreement between the employee and his/her administrator.

(D) Morning Supervision (12-07-20)

The principal shall work out a schedule providing professional employee supervision on the school premises starting at the hour required. On days that employees are assigned early duty, they may be dismissed earlier. Such assignments are at the discretion of the professional employee.

(E) After School Conferences (9-11-06)

Professional employees are to remain available for school duty on school premises throughout their building's approved school day.

(F) Planning Time (11-16-21)

Full-time professional employees with classroom responsibilities in grade levels 5-12 shall be provided with one class period for planning per regular school day with a minimum of 225 minutes per week.

Full-time employees in grades K-4 shall have at least 270 personal plan minutes and 30 minutes team plan (PLC) per week for planning with a minimum of 30 minutes personal plan per day based on a five-day week during the regular student contact day.

When possible, K-4 administrators will schedule two thirty-minute blocks together to create sixty minutes of planning time per day.

(G) Staff Meetings (6-11-07)

Professional employees will be responsible for attending periodic staff meetings. An attempt will be made to hold these meetings within the duty day; however, on those occasions when additional time is needed, employees will be asked to arrive 15 minutes before or stay up to 15 minutes beyond the scheduled duty day.

On those weeks in which attendance extends beyond the duty day, employees will be allowed to leave as soon as students are out of the building on the Friday of that week.

Extended time meetings will be limited to no more than two times per month and will be scheduled a minimum of one week in advance to allow for appropriate planning by the employee.

(H) Special Education Teachers Involved in Writing and Implementing IEP's (8-7-17)

Special education certified and related services professional employees involved in writing and implementing individual education programs in compliance with IDEA - Individuals with Disabilities Education Act and the Kansas State Plan for Special Education will be granted one day per quarter in which to work and/or collaborate on these tasks. When applicable, substitute teachers will be provided for the professional employee on these days.

If an additional day in a quarter is needed, these professional employees may request it from the building principal and/or director of special education services. If permission is granted the professional employee may then have an additional day in that quarter. When applicable, substitute teachers will be provided for the professional employee for any additional days granted.

Section 3 (I)

Gardner Edgerton USD #231 2023-24 School Calendar

Calendar B Official 3-6-23

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

Aug. 1-6
Aug. 7
Aug. 8
Aug. 9
Aug. 10

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

Aug. 11
Aug. 14
Sept. 4
Oct. 6
Oct. 10
Oct. 11

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

Oct. 12
Oct. 13
Nov. 30-21
Nov. 22-24
Dec. 15
Dec. 16

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

Dec. 18-Jan 2
Jan. 3
Jan. 4
Jan. 15
Feb. 12

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

Feb. 10
Feb. 15
Feb. 16

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

Feb. 18
Feb. 19
Mar. 2
Mar. 11-15
May 18
May 20
May 21
May 22

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

May 23
May 24
May 27

New Teachers on Duty - No Classes
PD 10:15-12:00 a.m.; Teacher Plan Time (12:00-4 p.m.) - No Classes
A.M. Convocation/ PD (8:00 - 11:30 a.m.)
P.M. Teacher Plan Time (12:30 - 4:00 p.m.) - No Classes
PD 10:15-12:00 a.m.; Teacher Plan Time (12:00-4 p.m.) - No Classes
First Day of Classes (Grade 9 & New to GEMS-Class All Day)
Early Dismissal-Gr. K-4 (11:25 a.m.) Gr. 5-8 (11:15 a.m.)
Grade 5-8 Professional Development p.m.
Grades PK-4 Teacher Plan Time p.m.
First Day of School-Grades 10,11,12
First Day of Preschool
Labor Day - No Classes
Teacher Plan Time - No Classes
End of 1st Quarter
No Classes
Parent Teacher Conferences Preschool-Grade 12 (5-6 p.m.)
No Classes
Parent Teacher Conferences Preschool-Grade 12 (5-6 p.m.)
No Classes
No Classes - Professional Development Days
Thanksgiving Vacation - No Classes
GEMS Finals Early Dismissal Gr. 5-12 (12:30 p.m.)
GEMS Finals Early Dismissal Gr. 5-12 (12:30 p.m.)
No School - Grades PK-4, Teacher Plan Time
Early Dismissal-Gr. 5-12 (12:30 p.m.) Teacher Plan Time p.m.
End of 2nd Quarter
Winter Break - No Classes
PD 10:15-12:00 a.m.; Teacher Plan Time (12:00-4 p.m.) - No Classes
2nd Semester - Classes Resume Preschool - Grade 12
Martin Luther King Holiday-No Classes
Early Dismissal-Gr. K-4 only (11:25 a.m.) No Preschool
Gr. K-4 Teacher Plan Time p.m., Gr. 5-12 Reg. School Day
No Classes Teacher Plan Time (8:00 a.m.-12:00 p.m.)
Parent Teacher Conferences Preschool-Grade 12 (12-5 p.m.)
No Classes
Parent Teacher Conferences Preschool-Grade 12 (5-6 p.m.)
No Classes
President's Day - No Classes
Teacher Plan Time - End of 3rd Quarter - No Classes
Spring Break - No Classes
GEMS Graduation
GEMS Finals Early Dismissal Gr. 5-12 (12:30 p.m.)
GEMS Finals Early Dismissal Gr. 5-12 (12:30 p.m.)
Last 1/2 Day of School-No Lunch Served
P.M. Teacher Plan Time-No Preschool
Early Dismissal-Gr. K-4 (11:25 a.m.) Gr. 5-11 (11:15 a.m.)
Last 1/2 Day of School (if ONE snowday is used)
Last 1/2 Day of School (if TWO snowdays are used)
Memorial Day - No Classes

Spring Break - March 11-15
First Semester Ends Prior to Winter Break
185 Days - Teachers, 189 Days - New Teachers
1/2 Day per quarter will be maintained for
Teacher Records/Grading

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

SU	M	T	W	TH	F	SA
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22	23	24	25	26	27	28
29	30	31				

SU	M	T	W	TH	F	SA
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22	23	24	25	26	27	28
29	30	31				

SU	M	T	W	TH	F	SA
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SU	M	T	W	TH	F	SA
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22	23	24	25	26	27	28
29	30	31				

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

The board reserves the right to alter the calendar to take into consideration weather conditions or other unforeseen circumstances.

SALARY**(A) School Year (7-30-18)**

The salary schedule shall be based on 189.00 days of service for new professional employees and 185.00 days of service for veteran professional employees. The four extra days for new employees shall be continuous, and shall be added to the schedule immediately preceding the veteran employee schedule.

(B) Salary Schedule Advancement/Change in Column (8-8-16)

Salary increase due to change in column may be calculated twice per year.

An application (form available from Human Resources Department, USD 231 website and My Learning Plan) for change on the salary schedule and certified copies of transcripts must be on file in the superintendent's or designee's office on or before **September 1**, of each year to have the increase in salary effective at the beginning of the current contract year.

To change a column during the contract year: An application and certified copies of transcripts shall be filed by **January 31** in order to have the increase in salary become effective with the March through August checks. This increase is not retroactive to the first of the school year.

Until receipt of certified copies of transcripts by the Department of Human Resources, documentation from the institution shall serve as reasonable proof as to the acceptable completion of the course.

(C) Column 4 and Column 5 (7-27-15)

The BS+30 and BS+60 columns are grandfathered and are no longer available to additional professional employees who have not already qualified for entry into one of these columns.

(D) Suspended Step (Recognition for Merit) (7-17-23)

When a professional employee reaches a point on the salary schedule which no salary increment is listed for the next step (frozen), that employee will be advanced one step each year by the following method:

1. Bachelor's Degree - **\$500.00** per year frozen
2. Master's Degree - **\$600.00** per year frozen

These amounts will be added to the last step available for the Column placement of the employee on the USD 231 Professional Employee Salary Schedule and will be in payments equally distributed over the contract year.

(E) Fringe Benefit (7/17/23)**1) Health Insurance and Dental Insurance Benefits**

All professional employees, regardless of full time equivalent (FTE), will be compensated for the equivalent of a single health insurance premium and a single dental insurance premium. Both of these contributions will be based on the cost of the base plan offered for each of these fringe benefits. The insurance company will be selected by the Board team or their representatives and the teachers' association negotiation team or their representatives. The committee will strive to maintain or improve the quality of insurance. A cash option is not available **unless approved for all staff by the Board team or representative team.**

(F) Credit for Experience Outside the Local System (7-1-82)

Experience outside of USD 231 of new applicants shall be evaluated by the superintendent or designee. After careful evaluation of the professional employee's experience as compared to the experience gained by professional employees working within the system, he/she shall recommend to the Board of Education what step the new professional employee shall start on in the USD 231, which shall not exceed actual years of professional experience.

(G) Advancement on Salary Schedule (6-15-09)

In order to advance on the salary schedule: A professional employee must meet Kansas Licensure Requirements.

(H) College Courses By School Request (7-1-82)

In cases where it appears it would be a definite advantage to the school for a professional employee to take preparation in specific subjects which might not be related to the desired program of the employee, the school will pay a fair reimbursement to help defer expenses. Fair reimbursement to be agreed upon by the superintendent and professional employee with the approval of the Board of Education.

In cases where it is deemed by the superintendent that a professional employee needs additional preparation in order to effectively continue in his/her position, the superintendent may require that an employee take specified courses as a condition for continuing, in his/her position, or/and advancing on the salary schedule. In these cases, the employee will not be reimbursed for acquiring the required courses. However, this requirement cannot be made in two consecutive years.

(I) Salary Movement for College Course Work (8-8-16)

In order to be assured of receiving credit for movement on the salary schedule for additional college work, the courses taken must have the prior approval of the Professional Development Committee Designees. It will be expected that the college course work will be in the subject area of current licensure certification. Exceptions would include change of licensure due to additional endorsement requirements (e.g., a teacher working on an endorsement for counseling, administration, etc.).

(J) Grade Required For Advancement on Salary Schedule (7-1-82)

For work beyond a Bachelor's Degree, undergraduate credit must have a grade equivalent of at least "C", and graduate credit must have a grade equivalent of at least "B".

(K) Other Contractual Credit (7-21-86) - Grandfathered

Contractual credit may be granted for attending classes granting credit and in classes not organized for credit. Prior approval must be secured from the superintendent or designee, and a contract drawn up and signed as outlined in Section 4. Upon satisfactory completion as determined by the superintendent's designee, the previously agreed-upon contractual credit will be granted.

(L) Curriculum/School Improvement Credit (9-11-06)

Compensation for work will be determined by one of the following plans:

- 1st A professional employee shall file an Individual Professional Development Plan and validate the number of actual hours spent during curriculum committee meetings called by a central office administrator and/or school improvement team called by the building principal.
- 2nd If the committee requires work outside the contract day, an employee may choose to

- receive a standard fee equal to that of Section 4 (2), Group 3 Teacher Extra Duty Rates, or log this time for Individual Professional Development Plan points. Extra duty time must be pre-approved by administration.
- 3rd Time spent at conferences, seminars, etc., where the District has paid the registration fee may not be eligible for remuneration. If remuneration is received then the time may be logged for relicensure purposes only.

(M) Probation (7-1-82)

Upon the superintendent's recommendation, a professional employee's employment may be continued on a probationary status for another year without advancing on the salary schedule. This cannot happen in two consecutive years. The evaluator must submit to the probationary employee and the superintendent, a written statement of reasons for recommending probation.

(N) Use of State Inservice Plan Points (8-8-16)

Approved State Inservice Plan points that may be used for relicensure may also be used for advancement on the salary schedule, unless monetary compensation was received. Twenty approved and completed points are the equivalent of one college credit hour. These points are designated on a formal portfolio under "Salary Movement". Approved points may be used to advance from Column 1 to 2 and 2 to 3, in the same manner as approved hours may be used. A master's degree is required prior to moving to Columns 6-10. To qualify for horizontal salary schedule movement, the professional employee must have an approved Individual Professional Development Plan on file and meet the re-certification guidelines as set forth by the Kansas State Department of Education.

Only one horizontal column advancement may be realized with the use of approved salary movement points per semester. This would include any combination of 200 approved salary movement points/college credits.

The deadlines for applying for salary movement are September 1st and January 31st of each school year as outlined in Section 4 (B). The professional employee must submit the application and supporting materials (professional development plan and official college transcripts) to the USD 231 Human Resources office by 5:00 p.m. on the dates provided, or the next business day, if these dates fall on a weekend or holiday.

Professional development points earned while employed by another Kansas district cannot be used to move horizontally on the salary schedule. The points may be used for license renewal. Individuals should contact the previous district for official transcripts of points earned for renewal. Employees leaving USD 231 will need to request a copy of their transcript within the six month window of their license renewal due date.

(O) Longevity Pay (8-8-16)

To recognize a professional employee for his/her service to USD 231, the District will acknowledge his/her completion of years of service as follows (in payments equally distributed over the contract year):

Completing 10 years contracted service	-- \$250 longevity pay
Completing 15 years contracted service	-- \$500 longevity pay
Completing 20 years contracted service	-- \$1000 longevity pay
Completing 25 years contracted service	-- \$1500 longevity pay
Completing 30 years contracted service	-- \$2000 longevity pay
Completing 35 years contracted service	-- \$2500 longevity pay

(P) Payment for Evening Events (6-9-14)

The superintendent, or designee, may establish educational assignments which take place outside the professional day. As a part of their professional contract, professional employees will participate in three educational assignments outside the professional day, as identified by the principal/supervisor. Some examples of these educational assignments include, but are not limited to, "back to school night", "open house", "parent night", "curriculum activities", "transition activities," "music programs," "kindergarten round up," and/or "commencement/graduation". Employees will be notified of these events at least four weeks in advance so they have the opportunity to make necessary arrangements. Employees who are unable to attend should communicate the conflict to their principal/supervisor. Principals/supervisors may approve absences from designated activities due to extraordinary circumstances. Employees who attend more than the three required educational assignments outside of the professional contract day will be compensated at the hourly extra duty pay rate.

Section 4 (1)

**SALARY SCHEDULE
(7-17-23)**

2023-24 Certified Salary Schedule													
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	
Step	BS	BS+10	BS+20	BS+30	BS+40	MS	MS+10	MS+20	MS+30	MS+36	SPEC	DOCT	Step
1	\$46,100	\$46,600	\$47,100	\$47,575	\$48,075	\$49,900	\$51,150	\$52,400	\$52,900	\$53,700	\$54,200	\$55,200	1
2	\$46,500	\$47,005	\$47,510	\$48,025	\$48,525	\$50,390	\$51,650	\$52,910	\$53,420	\$54,220	\$54,730	\$55,740	2
3	\$46,900	\$47,410	\$47,920	\$48,475	\$48,975	\$50,880	\$52,150	\$53,420	\$53,940	\$54,740	\$55,260	\$56,280	3
4	\$47,300	\$47,845	\$48,360	\$48,925	\$49,725	\$51,370	\$52,650	\$53,930	\$54,460	\$55,260	\$55,790	\$56,820	4
5	\$47,730	\$48,280	\$48,800	\$49,445	\$50,175	\$51,930	\$53,220	\$54,505	\$55,030	\$55,850	\$56,380	\$57,430	5
6	\$48,160	\$48,715	\$49,240	\$49,965	\$50,750	\$52,490	\$53,790	\$55,080	\$55,640	\$56,440	\$56,990	\$58,040	6
7	\$48,590	\$49,180	\$49,710	\$50,485	\$51,500	\$53,050	\$54,360	\$55,655	\$56,230	\$57,030	\$57,590	\$58,650	7
8	\$49,050	\$49,645	\$50,180	\$51,075	\$52,250	\$53,680	\$55,000	\$56,300	\$56,895	\$57,695	\$58,260	\$59,325	8
9	\$49,510	\$50,110	\$50,650	\$51,665	\$53,850	\$54,310	\$55,640	\$56,945	\$57,560	\$58,360	\$58,930	\$60,000	9
10	\$49,970	\$50,605	\$51,150	\$52,255	\$53,800	\$54,940	\$56,280	\$57,590	\$58,225	\$59,025	\$59,600	\$60,675	10
11	\$50,460	\$51,100	\$51,650	\$52,895	\$54,550	\$55,650	\$57,000	\$58,315	\$58,935	\$59,735	\$60,335	\$61,415	11
12	\$50,950	\$51,595	\$52,150	\$53,535	\$55,350	\$56,360	\$57,720	\$59,040	\$59,685	\$60,485	\$61,070	\$62,155	12
13	\$51,440	\$52,120	\$52,680	\$54,175	\$56,100	\$57,070	\$58,440	\$59,765	\$60,415	\$61,215	\$61,805	\$62,895	13
14	\$51,965	\$52,645	\$53,210	\$54,815	\$56,850	\$57,860	\$59,240	\$60,565	\$61,220	\$62,020	\$62,615	\$63,710	14
15	\$52,490	\$53,170	\$53,740	\$55,455	\$57,600	\$58,650	\$60,040	\$61,365	\$62,025	\$62,825	\$63,425	\$64,525	15
16	\$53,015	\$53,730	\$54,300	\$56,145	\$58,350	\$59,440	\$60,840	\$62,165	\$62,830	\$63,630	\$64,235	\$65,340	16
17	\$53,575	\$54,290	\$54,860	\$56,835	\$59,100	\$60,230	\$61,640	\$62,945	\$63,710	\$64,510	\$65,115	\$66,225	17
18	\$54,135	\$54,850	\$55,420	\$57,525	\$59,850	\$61,100	\$62,520	\$63,825	\$64,590	\$65,390	\$65,995	\$67,110	18
19	\$54,695	\$55,435	\$56,010	\$58,215	\$60,600	\$61,970	\$63,400	\$64,805	\$65,470	\$66,270	\$66,875	\$67,995	19
20		\$56,020	\$56,600	\$58,965	\$61,450	\$62,840	\$64,280	\$65,685	\$66,420	\$67,220	\$67,825	\$68,945	20
21		\$56,605	\$57,190	\$59,915	\$62,500	\$63,790	\$65,230	\$66,635	\$67,370	\$68,170	\$68,775	\$69,895	21
22		\$57,220	\$57,820	\$60,765	\$63,950	\$64,740	\$66,180	\$67,585	\$68,320	\$69,120	\$69,725	\$70,845	22
23		\$57,835	\$58,450	\$61,715	\$64,350	\$65,690	\$67,130	\$68,535	\$69,270	\$70,070	\$70,675	\$71,795	23
24			\$59,080	\$62,665	\$65,350	\$66,640	\$68,080	\$69,485	\$70,270	\$71,070	\$71,675	\$72,795	24
25			\$59,750	\$63,615	\$66,350	\$67,640	\$69,080	\$70,485	\$71,270	\$72,070	\$72,675	\$73,795	25
26			\$60,420	\$64,615	\$67,350	\$68,640	\$70,080	\$71,485	\$72,270	\$73,070	\$73,675	\$74,795	26
27			\$61,090	\$65,615	\$68,350	\$69,640	\$71,080	\$72,485	\$73,270	\$74,070	\$74,675	\$75,795	27
28			\$61,800	\$66,615	\$69,350	\$70,640	\$72,080	\$73,485	\$74,270	\$75,070	\$75,675	\$76,795	28
29			\$62,510	\$67,665	\$70,480	\$71,640	\$73,080	\$74,485	\$75,270	\$76,070	\$76,675	\$77,795	29
30			\$63,220	\$68,715	\$71,450	\$72,640	\$74,080	\$75,485	\$76,270	\$77,070	\$77,675	\$78,795	30
31			\$63,930	\$69,765	\$72,500	\$73,640	\$75,080	\$76,485	\$77,270	\$78,070	\$78,675	\$79,795	31
32				\$70,615	\$73,550	\$74,690	\$76,130	\$77,535	\$78,320	\$79,120	\$79,725	\$80,845	32
33						\$75,740	\$77,180	\$78,585	\$79,370	\$80,170	\$80,775	\$81,895	33
34						\$76,790	\$78,230	\$79,635	\$80,420	\$81,220	\$81,825	\$82,945	34
35						\$77,840	\$79,280	\$80,685	\$81,470	\$82,270	\$82,875	\$83,995	35

Note: Advancement to BS+30 Column discontinued September 1, 2007
Note: Advancement to BS+60 Column discontinued June 30, 2002

Section 4 (2)

Hourly Extra Duty Rates (7-17-23)

Group 1

Summer School Lead Teacher	\$26.00/Hour
Extended School Year – Certified Special Education Staff	\$26.00/Hour

Group 2

Summer School Teacher	\$21.50/Hour
Home Bound Teacher	\$21.50/Hour

Group 3

Faculty Representative in Charge (Assumes Duties of Administrator – Time Outside Contract Day – Must be Appointed by Administrator)	\$17.50/Hour
Technology Assistant (Summer)	\$17.50/Hour
Requested In-District/District Attendance – Summer Inservice/Workshop/Training Activities/Presenting	\$17.50/Hour

Group 4

Scorekeeper	\$16.50/Hour
Clock Operator	\$16.50/Hour
Crowd Supervisor	\$16.50/Hour
Ticket Seller	\$16.50/Hour
Student Supervisor (Paid only during hours outside of the regularly scheduled duty day per assigned building)	\$16.50/Hour
Detention Supervisor	\$16.50/Hour

Group 5

Lunchroom Supervisor	\$6.00/Lunch Period & Lunch
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Hourly extra duty pay rates will be in effect until July 31 of the ending year of the negotiated contract agreement.

The Board of Education reserves the right to add additional positions when necessary. GENE will be notified when new positions are added.

The supplemental salary schedule will be determined by the superintendent or designee and shown to the teachers' association negotiation team prior to the conclusion of negotiations each year. If a professional employee desires to have input into the determination of the salaries, the superintendent or designee should be contacted prior to March 1.

Section 4 (2a) (6-15-09)

Salary Schedule Workshop Presentation (7-4-04)

If a professional employee is requested to make a presentation by an administrator, the employee will be compensated at the hourly extra duty rate for professional development (Refer to Section 4 (2) Group 3). This compensation will reflect the preparation time required for the presentation.

Section 4 (3)
(7-17-23)

Supplemental salaries will be calculated as a percent of BS column base pay with the percentages as follows on the supplemental salary schedule. Movement on the supplemental salary schedule will be contingent upon years of experience in the same position.

UNIFIED SCHOOL DISTRICT NO. 231 GARDNER-EDGERTON													
\$46,100		2023-2024 Supplemental Salary Matrix											
BASE PAY	GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
GROUP 1	1	15.400%	15.500%	15.600%	15.900%	17.400%	17.900%	18.400%	18.900%	19.400%	19.900%	20.400%	20.900%
GROUP 2	2	13.000%	13.400%	13.800%	14.200%	14.600%	15.000%	15.400%	15.800%	16.200%	16.600%	17.000%	17.400%
GROUP 3	3	10.550%	10.950%	11.350%	11.750%	12.150%	12.550%	12.950%	13.350%	13.750%	14.150%	14.550%	14.950%
GROUP 4	4	9.750%	9.950%	10.150%	10.350%	10.550%	10.750%	10.950%	11.150%	11.350%	11.550%	11.750%	11.950%
GROUP 5	5	8.500%	8.675%	8.850%	9.025%	9.200%	9.375%	9.550%	9.725%	9.900%	10.175%	10.350%	10.525%
GROUP 6	6	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	8.700%	8.850%	9.000%
GROUP 7	7	5.975%	6.100%	6.225%	6.350%	6.475%	6.600%	6.725%	6.850%	6.975%	7.100%	7.225%	7.350%
GROUP 8	8	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	5.800%	5.900%	6.000%
GROUP 9	9	3.725%	3.800%	3.875%	3.950%	4.025%	4.100%	4.175%	4.250%	4.325%	4.400%	4.475%	4.550%
GROUP 10	10	2.850%	2.900%	2.950%	3.000%	3.050%	3.100%	3.150%	3.200%	3.250%	3.300%	3.350%	3.400%
GROUP 11	11	1.925%	1.975%	2.025%	2.075%	2.125%	2.175%	2.225%	2.275%	2.325%	2.375%	2.425%	2.475%
GROUP 12	12	1.650%	1.685%	1.720%	1.750%	1.780%	1.810%	1.840%	1.870%	1.900%	1.935%	2.000%	2.035%
GROUP 13	13	1.000%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%
All supplementals calculated by multiplying the base (BS - Step 1) pay times the applicable percentage													

Section 4 (4)

SUPPLEMENTAL SCHEDULE GROUPS
(7-17-23)

Group 1

HS Head Football Coach
 HS Head Basketball Coach
 HS Head Wrestling Coach
 HS Head Cheerleader Sponsor (Includes Summer Camp)
 HS Head Track Coach
 HS Drill Team Sponsor (Includes Summer Camp)
HS Play Director (3 Shows)
 District Vocational Educational Coordinator
 District Head Instrumental Instructor

Group 2

HS Head Volleyball Coach
 HS Head Baseball/Softball Coach
 HS Head Cross Country Coach
 HS Head Soccer Coach
 HS Associate Head Football Coach
 HS Assistant Cheerleading Coach
 HS Assistant Drill Team Sponsor
 HS Concessions Operator
 MS Head Cheerleader Sponsor (3 Seasons)
 Professional Mentor/PDC Representative
 Summer Strength/Speed/Agility Coordinator

Group 3

Group 4

Building SYSOP
HS Head Bowling Coach
HS Head Vocal Music Instructor
HS Head Orchestra Instructor
HS Head Golf Coach
HS Head Tennis Coach
HS Assistant Football Coach
HS Assistant Basketball Coach
HS Assistant Track Coach
HS Assistant Wrestling Coach
HS Assistant Volleyball Coach
HS Assistant Baseball/Softball Coach
HS Assistant Soccer Coach
HS Head Debate Coach
HS Head Forensics Coach
HS Assistant Cross Country Coach
HS Color Guard Coach
HS Powerlifting Coach
MS Athletic Director
MS Concessions Operator
MS Head 8th Grade Football Coach
MS Head 8th Grade Basketball Coach
MS Head Track Coach

Group 5

MS Head Volleyball Coach
MS Head 7th Grade Football Coach
MS Head 7th Grade Basketball Coach
MS Assistant Cheerleading Coach
MS Orchestra Instructor
MS Band Instructor
MS Vocal Music Instructor
Off Season Strength/Speed/Agility Coordinator

Group 6

HS Assistant Bowling Coach
HS Assistant Golf Coach
HS Assistant Tennis Coach
HS Yearbook Sponsor
HS Newspaper Sponsor
HS Head Scholars Bowl/Academic Decathlon Sponsor
HS Musical Pit Director/Arranger
HS Assistant Play Director (3 Shows)
MS Head 7th Grade Volleyball Coach
MS Assistant Football Coach
MS Assistant Basketball Coach
MS Head Cross Country
Elementary Vocal Music Instructors

Group 7

HS Student Council Sponsor
HS Assistant Debate Coach
HS Assistant Forensics Coach

HS Musical Vocal Director
HS Coordinator of Stages, P.A. & Video Production
HS Assistant Scholars Bowl/Academic Decathlon Sponsor
HS NEDC Coordinator
HS Robotics Coach
HS Powerlifting Assistant Coach
MS Assistant Track Coach
MS Assistant Volleyball Coach

Group 8

HS Spirit Club Sponsor
HS Division Chair
MS Assistant Cross Country Coach
MS Yearbook Sponsor
MS Student Leadership Sponsor
MS Head Wrestling Coach
MS Coordinator of Stages, P.A. & Video Production
MS Robotics Coach

Group 9

HS FBLA Coordinator
HS DECA Coordinator
HS FEA Coordinator
HS NEDC Assistant Coordinator
HS Link Crew Sponsor
FCCLA Sponsor

Group 10

HS Junior/Senior Prom Sponsor
HS Jazz Band Instructor
HS Senior Class Sponsor
HS National Honor Society Sponsor
MS Assistant Wrestling Coach
MS Department Head (5th, 6th, 7th, & 8th Grades)
Elementary Student Council Sponsors

Group 11

HS Thespian Society Sponsor
HS Literary Magazine Sponsor
MS Drama Sponsor

Group 12

Novel Navigator Representative
Assistant Marching Band Instructor (Sec.)

Group 13

MS Spirit Club Sponsor (5th-6th Grades & 7th-8th Grades)
Elementary/MS Spelling Bee Coordinator

Drama Supplemental Positions

(Positions and amounts determined by GEHS play director yearly)

Section 4 (5)

SALARY SCHEDULE
SUPPLEMENTAL
(7-1-92)

Family Residence Incentive Pay	\$200	(Grandfathered)
Dependent Children (Limit 2)	\$150 Each	(Grandfathered)

PAYMENT

(A) Payment (8-8-16)

The pay dates for professional employees will be the 5th and 20th of the month unless the date is on a weekend or holiday, in which case the pay date will be the last business day immediately preceding the 5th or 20th of the month.

Electronic Direct Deposit

All professional employees will utilize the electronic direct deposit system.

(B) Payroll Deductions (SAD) (6-15-09)

District recognized payroll deductions will be made for a professional employee after the employee has signed the appropriate election forms.

(C) Deduction for Non-Compensated Leave (6-19-72)

Salary deduction for absence over and above leave, or for non-compensated leave, shall be computed at 1/number of days under contract, multiplied by the professional employee's annual salary.

(D) Continuous Teachers' Association Membership Dues Deductions (5-21-84)

Deductions of dues for the Teachers' Association shall continue from year to year as authorized by the professional employee.

Employees new to the District and returning employees who were not members the previous year must complete the proper authorization form prior to September 25. The form, included in the current negotiated agreement, will be provided for the employees by the GENE.

An employee must notify GENE and the District Business Office in writing prior to September 1, if he/she desires to discontinue the authorization.

The GENE Membership Chairperson and the District Business Office representative will meet each year to complete KNEA membership transactions.

Section 5 (1)

USD 231 PAYROLL DEDUCTION AUTHORIZATION AGREEMENT (6-14-10)

I hereby authorize the District to withhold my teachers' association dues in NEA, KNEA and GENEА each year.

This agreement may only be revoked by delivering a signed request to the GENEА President and the District Business Office before September 1. In any year that it is not revoked by September 1, the professional employee will be charged the full year's membership dues in all of the above associations.

One-eleventh of the total amount of the year's dues will be withheld each year from the salary checks due in October through August.

In case a professional employee ceases employment before all dues are deducted, the remaining amount due will be deducted from the last salary issued.

This agreement is provided as a service to the professional employee and GENEА. USD 231 is not to be held responsible for professional employees who fail to give notice by the required date in order to revoke this agreement.

Date

Signature of Professional Employee

Date

Received in the Bookkeeping Office

Section 5 (2)

USD 231 PAYROLL DEDUCTION REVOCATION (5-21-84)

I hereby request that the agreement I signed authorizing the District to withhold teachers' association dues be revoked for the _____ school year.

Date

Signature of Professional Employee

Date

Received in the Bookkeeping Office

CONTRACTS**(A) Definition of Basic Contract (9-11-06)**

The following duties are compensated for in the basic contract:

The professional employee shall perform all duties and services necessary to the instructional position for which employed, shall make and file on time all reports required by the school administrators, shall participate with the Board of Education and/or its agents in the planning, development and execution of the instructional programs including, but not limited to, serving on curriculum committees, and shall perform such other services as may be mutually agreed upon between the administrator and employee.

(B) Request for Release From Contract (8-7-17)

Professional employees requesting a release from a contract shall provide a letter to the Department of Human Resources to be considered by the Board of Education. Professional employees who request a release from contract after the statutory notice period set forth in Kansas Statutes Annotated [K.S.A. 72-2251] shall submit a check made out to USD 231, in an amount based on the following table as penalty for non-fulfillment of contract. When a professional employee submits a request to resign after the statutory notice period, the Board of Education will consider all relevant factors in determining whether to accept or decline the request. Ultimately, the Board of Education reserves the right to decline any such request that does not include at least one of the criteria listed in items 1-4 below, and may require the professional employee to fulfill his/her contract.

<u>Request Received By:</u>	<u>Check Amount</u>
Prior to date set forth in K.S.A. 72-2251	no penalty
After date set forth in K.S.A. 72-2251 – up to June 30	\$1000.00
After June 30	\$2000.00

The above penalties may be waived by the Board of Education in the following situations:

1. Transfer of spouse more than fifty miles
2. Extreme illness
3. Death of spouse
4. Other special circumstances agreed to by the Board of Education (including: Administrative Initiated Transfers after the K.S.A. 72-2251 teacher resignation deadline, through the first contract duty day for the upcoming school year)

(C) Termination of Contract (8-23-99)

In case of termination of contract during the contract period, the salary earned by the professional employee will be computed as follows:

The daily rate will be computed by dividing the annual salary by the number of days covered by the employee's contract. The number of days which the employee worked under the contract will be multiplied by the daily rate. If the employee has been paid more than this amount, the difference shall be refunded to the District. If the employee has been paid less than this amount, the difference shall be paid to the employee.

However, should the employee quit without receiving a release from the Board of Education, the amount required under Section 6 (B), (Adopted 8-7-17) will be deducted from any unpaid amount due the employee.

(D) Professional Employee Due Process (8-8-16)

The Board of Education shall have the right to demote, terminate, or non-renew a professional employee for good cause including any ground which is put forward in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the Board's task of building up and maintaining an efficient school system.

Additionally, the Board of Education and the Association agree to the mutual benefit of a fair dismissal procedure for non-probationary professional employees. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

For the first three years of professional employment with the District, employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason.

Professional employees shall earn non-probationary status upon the start of the fourth year with the District. At its discretion, the Board of Education may formally grant non-probationary status to any professional employee earlier.

When a non-probationary professional employee is recommended for termination or nonrenewal from his/her contract, the Board of Education, or its designee, shall give written notification to the professional employee prior to the statutory continuing contract date. The notice shall list the reasons and include all pertinent materials used to support the decision of Board of Education. Included in this notice shall be a statement of the professional employee's right to file for a hearing before a neutral party. The employee will have 14 calendar days from receipt of written notice to file a written request for a hearing.

Within seven calendar days of the receipt of the request for a hearing, a representative of the Board of Education and the professional employee representative shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be a hearing officer selected by alternately striking names from the Kansas State Department of Education list. The Board of Education representative shall make the first strike. Together, the representatives of the Board of Education and the professional employee shall notify the selected party of their choice.

The hearing shall be held in a closed session. During the hearing, the entire basis for the nonrenewal shall be proffered by the District and the professional employee may present his/her response. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing officer shall solely be whether to sustain or reverse the nonrenewal and shall be rendered in writing to both parties within seven calendar days.

The hearing officer shall prepare a written report thereon to the Board of Education. After receiving the report, the Board of Education shall determine the matter. The decision shall be final, subject to appeal to the district court by either party as provided in K.S.A. 60-2101, or amendments thereto. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.

The professional employee shall pay for his/her expenses, including any witnesses and/or representation. All other expenses of the hearing shall be paid by the District.

(E) Reduction of Staff (7-6-04)

Reduction of staff procedures are established as guidelines for circumstances when a reduction of personnel is necessary.

Factors for Consideration: Whenever possible, reduction of staff shall be accomplished by normal attrition. If further reductions are necessary, those factors to be considered shall be years of service in USD 231, certification and endorsements in areas of need, qualifications for academic areas or disciplines to be preserved in relation to available staff to fill such positions, reassignment and transfer options, assessment of performance, status of employment as defined in KSA 72-2260 (Probationary vs. Non-Probationary Period), and application of federal and state equal employment laws.

Procedures of Notification: Professional employees subject to reduction of staff procedures shall be provided written notification of termination as provided by Kansas statutes of the current school year. Such written notifications shall be as provided by Kansas statutes regarding the Continuing Contract Law (K.S.A. 72-2251).

(F) Policy Book and Contract Deadlines (12-10-01)

The negotiated agreement policy book will be provided within 30 days of ratification on the District website in lieu of hard copies for all professional employees. A hard copy will be provided at each building for employee access and to GENE officers.

Professional employees will sign and return the individual professional employee contract within 10 school days of receipt of the contract. Signed contracts will be returned to the employee within 10 school days of approval of the individual employee contract by the Board of Education.

(G) Part-Time Personnel and Inservice (7-17-23)

Job share and part-time professional employees will attend all scheduled in-services and parent teacher conferences noted on the District calendar unless waived by the building administrator.

Employees attending these inservices which fall on their non-scheduled work days will be compensated at their daily rate of pay. Compensation will be based on half-days and/or full days only.

Section 6 (1)



Gardner Edgerton USD 231
Johnson County, Kansas
PROFESSIONAL CONTRACT

It is hereby agreed by and between the Board of Education of USD 231, Johnson County, State of Kansas, hereinafter called the "Board", and **Full Name**, hereinafter called the "Teacher."

1. That the Teacher is hereby employed by the school District for the **2023-2024** school term to perform **185** days teaching service in conformity with Kansas law and policies of the Board.
2. That the Teacher will file in the office of the District Superintendent before September 1 a teaching certificate, valid for the grades and subjects assigned. This contract shall be void if the Teacher fails to have a valid Kansas Teacher's Certificate on file with the Superintendent continuously during employment. According to K.S.A. 72-2159 it is unlawful to pay a person who does not hold a valid and proper certificate.
3. That the Teacher will follow the written Board policies, negotiated agreement with GENE, administrative rules and regulations as set forth by the Principal or Superintendent.
4. That the Board agrees to pay the Teacher in accordance with the salary schedule adopted **July 17, 2023** and that said salary schedule and the adopted Board policies are a part of this contract.
5. This contract is subject to the Kansas Cash Basis Law (K.S.A. 10-1101 et seq. and K.S.A. 79-2925 et seq. and amendments).
6. Release from this contract may result in financial penalties. Consult the negotiated agreement.
7. In addition to the annual salary provided for below, all professional employees, regardless of full time equivalent (FTE), will be compensated for the equivalent of a single health insurance premium and a single dental insurance premium, provided the professional employee enrolls in the District's group health and/or dental plan. Enrollment in any such insurance plan offered by the District is optional. These contributions will be based on the cost of the base plan offered for each of these fringe benefits. Any premiums paid shall be treated as reductions of the professional employee's salary pursuant to the District's Section 125 cafeteria plan. There is no cash option for these benefits.
8. That the Teacher's present position on the salary schedule is interpreted to be:

a. Column	Step	\$
b. Residence Incentive Pay		\$
c. Dependent Children		\$
d. Master Teacher		\$
e. Additional Compensation		\$
f. Longevity		\$
g. Extended Steps		\$
h. Additional _____ Days		\$
Total Salary		\$
9. Recommended Assignment:
10. Other Provisions:

Signed in compliance with a resolution passed by the Board at a legal meeting.

Teacher

By _____
President, Board of Education

Date Returned by Teacher

Attest: _____
Clerk, Board of Education

Gardner Edgerton USD 231
Johnson County, Kansas

SUPPLEMENTAL CONTRACT

For

It is hereby agreed by and between Unified School District No. 231, Johnson County, Kansas, represented by District Representative and (Teacher).

That the employee agrees to carry out the following duties which are over and above any duties that may be included in any other existing contracts with the aforementioned school: **2023-2024** School Year

That said employee will be paid according to the following scale:

POSITION		LOCATION	AMOUNT
			\$
Group	Step		
			\$
Group	Step		
			\$
Group	Step		
			\$
Group	Step		
			\$
Group	Step		
		TOTAL	\$

Date

Signature of Employee

Date

Signature of Superintendent or Designee

Date

Signature of Director of Business

GENERAL LEAVE POLICY

(A) Application (9-5-89)

This leave policy shall apply to all professional employees of USD 231.

(B) Sick Leave Defined (6-13-11)

Sick leave with pay shall be defined as absence due to the illness of the individual professional employee, illness of a member of the household, critical illness in the family, or death in the family (when bereavement leave has been exhausted).

Absence due to a death in the family should be communicated to and approved by the building principal and/or superintendent of schools.

In cases in which the duration of leave exceeds or is expected to exceed 10 school days an employee may petition, (directly or indirectly) the superintendent or administrative designee for special consideration regarding extended leave.

Illness in the household is to be considered a limited or emergency measure. The employee will be expected to make arrangements for the care of ill household members so that he/she can return to work.

(C) Current Annual Discretionary Leave (7-17-23)

Upon commencing service at the beginning of each contracted school year, a professional employee shall be provisionally credited with 10 days of discretionary leave. In the event of termination of service during the school year, adjustment in final salary payment shall be such as to provide for the allowance of a total number of unused discretionary leave days. Employees having less than full-time status will be entitled to discretionary leave on a prorated basis.

Current days of discretionary leave may not be used until after actual commencement of service in the current year. In the current contract year, an employee will utilize all discretionary days prior to utilization of any accumulated sick leave days.

Any unused discretionary days will accumulate as sick leave days in subsequent years of continuous USD 231 employment. Three or fewer unused discretionary days will convert one-to-one to sick leave days; four or more unused discretionary days will result in the addition of one sick leave day to be added to the unused discretionary days.

In any given year that an employee has previously accumulated a minimum of 15 days of personal sick leave, and if he/she has a minimum of five days of unused discretionary leave, the employee may request a buy-back of up to five days at the rate of sixty (60%) of a daily substitute teacher pay rate per day.

An employee may request and be granted up to five consecutive discretionary days for personal leave. Under special circumstances, additional consecutive days may be granted by the superintendent or designee. Discretionary days may be used in whole or half day increments.

A request for leave must be made through the established time keeping system made available to the employee. The employee is responsible for completing a request for substitute. Discretionary leave days for personal use are not to be used for other employment or entrepreneurial activities. Reasons for the request need not be provided. Requests for leave

should be made as far in advance as possible. Discretionary day leave requests may be declined for a given date if more than 10% of the professional employees are absent from the District due to scheduled discretionary or sick leave on that date.

Discretionary days are limited to the annual leave allotment for the current fiscal year. In the event all current leave days have been used for illness or injury of the employee or family member as defined in the Terms of Art of this agreement and the employee has accumulated unused sick leave days, up to two additional days shall be granted for personal leave during that contract year.

Discretionary days for personal leave may not be used, during the following days:

1. In-service or parent-teacher conference days (excludes early release days as noted on the official school calendar)
2. The first week or the last week of the scheduled school term (student contact days)
3. Prior to, a regularly scheduled school vacation/holiday

The above restrictions may be waived by the superintendent or designee, and discretionary days may be used by the employee for the following reasons (immediate family is as defined in the Terms of Art of this agreement):

1. To attend a high school graduation ceremony of an immediate family member
2. To attend a college graduation ceremony of the employee or an immediate family member
3. To attend a military graduation ceremony or an overseas military deployment ceremony of an immediate family member
4. For appearance in a court of law as a litigant when sincere but unsuccessful efforts have been made to reschedule the appearance
5. Observance of a religious holiday
6. To attend the wedding of an immediate family member
7. To transition a dependent child to college
8. Other personal crisis or significant hardship – as documented in a timely request for waiver by the employee to the superintendent or designee
9. Attendance at an officially sanctioned state high school association championship event/tournament in which the employee's son/daughter, or immediate family member, is an identified participant (e.g., roster player/qualifying participant or identified support role – such as team manager).

If the employee finds it necessary to take one or more discretionary days during these restricted days for any reason not listed above, the employee understands it will result in the equivalent reduction of a discretionary day(s) from his/her allotment and a pay dock at the District's daily cost of a substitute for each day taken.

In cases when an emergency arises after discretionary days have been depleted, the employee may request additional emergency leave. This leave must be approved by the superintendent or designee and will be a salary deduction at the employee's per diem rate.

(D) Sell Back Policy for Unused Sick Leave (7-17-23)

At the end of each contract year, professional employees will have the opportunity to "sell back" unused sick leave to the District at the rate of sixty percent (60%) of a daily substitute teacher pay rate per day.

1. An employee with 5 or more years of service in USD 231 and has accumulated 45 or more days (or 360 hours) of sick leave can "sell back" up to 5 days at the end of the contract year.
2. An employee with 10 or more years of service in USD 231 and has accumulated 80 or more days (or 640 hours) of sick leave can "sell back" up to 10 days at the end of the contract year.
3. An employee with 15 or more years of service in USD 231 and has accumulated 105 or more days (or 840 hours) of sick leave can "sell back" up to 15 days at the end of the contract year.

The employee must notify USD 231 within **seven business days before the last day of the school year** of his/her intent to "sell back" unused sick leave days. Payment, by separate check, will be made to the employee on or before the last working day of June. If used in conjunction with Section 9 (B) Pay for Unused Sick Leave, a maximum of \$3,000 will be paid.

(E) Waiting Period Relative to Sick Leave Sell Back Plan (5-23-03)

If a professional employee exercises his/her rights under the sick leave sell back plan and subsequently has a need to access the sick leave pool, the employee will be subject to a waiting period prior to any reimbursement.

The waiting period is defined as the number of days needed (at the employee's daily rate) to equal the amount of total reimbursement received at the end of the previous contract year from the sick leave pool buyback plan.

(Example: If a professional employee whose daily rate of pay is \$336 has previously sold back four days at \$84/per day and later is accepted to access the sick leave pool, a waiting period of one day or \$336 will be enacted prior to any payment.)

(F) Maximum Number of Days Used In One Year (7-1-82)

The maximum number of sick leave days used in any school year shall not exceed 90 days. In dire cases request may be considered for extension of sick leave at the discretion of the superintendent or designee and the Board of Education.

(G) Report of Illness (9-11-06)

When a professional employee is ill, he/she shall notify the District substitute caller at least one hour before duty time, so that the substitute caller will have an opportunity to secure a substitute. Sick leave cannot be used for illness unless the substitute caller is notified before the designated time, unless an emergency prevents the employee from giving such notice.

(H) Cumulative Sick Leave (7-1-82)

All professional employees shall be allowed to accumulate to their credit any unused portion of their sick leave.

(I) When Cumulative Sick Leave Applies (4-7-69)

Cumulative sick leave applies after current discretionary leave has been exhausted.

(J) Time of Cumulation (4-7-69)

Professional employee's cumulation sick leave shall be credited with any unused portion of their current sick leave as of June 30 each year.

(K) Request for Continued Absence (7-1-82)

When a professional employee has been absent due to illness or other incapacity for 10 consecutive days, the employee is required to contact his/her immediate supervisor, explaining the reason for his/her absence and the anticipated date the employee will be able to return to work. When requested, the employee must submit a physician's statement verifying the reason for absence. Should the superintendent or designee not be satisfied with one physician's statement submitted by the employee, he/she may request another opinion. In such cases, the superintendent or designee will nominate three physicians and the employee will select one for the second opinion (cost of any such examination shall be paid for by the Board of Education).

This procedure must be repeated every 10 days until the employee returns to work. Use of earned sick leave shall cease as of the date on which the physician certifies that the employee is capable of returning to work.

Disability due to recovery following child birth will be treated the same way as other disabilities (this does not include absence for child care).

(L) Notify Supervisor of Long-Term Illness (8-23-99)

It shall be the responsibility of any professional employee to notify his/her immediate supervisor in writing soon after the discovery that he/she may be involved in a longer term illness, so that the appropriate planning for continuation of the program during his/her absence may be made.

(M) Disability Resulting From Pregnancy (11-11-74)

Earned sick leave may be used for actual disability of the professional employee resulting from pregnancy (this is not to include absence for child care).

(N) Return to Work Following Absence (4-7-69)

Immediately upon return to duties, following an absence for any reason, the professional employee shall file with the principal a statement certifying the dates of any absence, and the cause for same. This must be filed on forms provided by the District. Failure to file such statement may mean loss of pay to the employee. The principal shall complete the form and forward same immediately to the superintendent or designee.

Any employee absent because of accident, injury, or illness for a period of more than one week, shall present to the principal a written statement from his/her physician stating that he/she is physically able to return to work. This statement is to be presented in person before the employee returns to duty in order that the present state of convalescence can be observed and discussed.

The superintendent or designee, upon recommendation of the building principal, may postpone the return of duty if he/she should conclude that the employee is physically unable to return to these duties, or that the employee's condition is such that there would be hazard for further injury.

(O) Insurance Analogy (7-1-82)

Professional employees should recognize that sick leave is not salary earned, but a privileged, extended benefit which provides protection against loss of salary for health and other related reasons. It is the professional responsibility and obligation of every employee to use sick leave judiciously and as intended by this policy.

(P) Termination of Employment (4-7-69)

In case of termination of the professional employment, all sick leave benefits are also terminated.

(Q) Jury Duty (8-3-92)

Professional employees who are called to do jury duty should fill out a request of absence form and leave it with their supervisor. Employees will be paid their regular salary while serving on jury duty. The employee may keep the money paid for mileage and expenses.

(R) Short Absence (11-16-21)

When professional employees are absent from class and a substitute is not available, professional employees required by the building administrator to supervise these classes, or additional students from these classes, will be remunerated at the following rates (payment will be based on the column one/step one hourly rate taken from the currently adopted professional employee certified salary schedule):

1. Supervision of classes from >0-60 minutes in length - will be paid for 1.0 hour
2. Supervision of classes from 61-90 minutes in length - will be paid for 1.5 hours
3. Supervision of classes for 91+ minutes in length - will be paid for 1.75 hours
4. When all, or some portion, of students from the absent professional employee's classroom are temporarily reassigned ("folded in") to another professional employee's classroom, that professional employee will be remunerated at the following rates:
 - a. Supervision of students from >0 – half day – will be paid for 1.0 hour
 - b. Supervision of students from >half day – full day - will be paid for 1.75 hours

(S) Sabbatical Leave (6-15-09)

The sabbatical leave policy is designed to provide opportunity to engage in professional experiences that lead to an advanced degree. The professional employee must be in a degree program and take courses or pursue activities directly related to an advanced degree at an accredited university. The course must be in the area of certification or in an area approved by the superintendent or designee. The employee must have been employed in the District for at least 10 consecutive years. The employee must not have been granted a sabbatical leave of absence from the District during the 10 consecutive years of service immediately preceding the current application. The employee must sign a statement of agreement to return to service with the District immediately upon termination of the sabbatical leave. Sabbatical leave will be for the duration of one contract year.

Each employee on a sabbatical leave will be considered a non-compensated employee of the District and will be advanced a step on the salary schedule upon their return. The employee on sabbatical will be permitted to participate in the group health insurance at his/her cost.

An employee returning from sabbatical leave shall be restored to a position for which he/she is licensed/certified.

Selection:

Applications shall be filed with the superintendent by February 1st. A suitable replacement needs to be under contract by May 1st. Applicants for sabbatical leave shall include an outlined plan for the leave with the application. A sabbatical leave committee consisting of the superintendent, building principal and two members appointed by GENE shall recommend applicants for approval by the Board of Education.

(T) Extended Sick Leave (12-10-01)

In those cases where a professional employee has used all his/her sick leave and faces salary deduction for his/her own short term illness or the short term illness of a child, the following procedure will be used:

1. The employee will make application with the superintendent or designee using the absence form, explaining the request in whatever detail is necessary.
2. If the request is approved, the superintendent or designee can authorize up to three (3) additional days of sick leave to be borrowed from the next year's sick leave.
3. At the beginning of the next school year, the employee will have up to three (3) additional days deducted from his/her 10 normally authorized sick days.
4. If the employee leaves the District prior to the next year, then he/she will be required to reimburse the District for the borrowed days.
5. This is not available for personal business

(U) Bereavement Leave (7-29-19)

A professional employee shall be granted a maximum of three bereavement leave days for the death of each immediate, or extended family member (as defined in Terms of Art). Such leave shall be granted without loss of discretionary leave days and without a deduction in salary. Any additional days required shall be charged to the employee's discretionary leave. Bereavement leave is not cumulative. Any bereavement leave taken for someone not defined as "immediate family" or "extended family" will be charged to discretionary leave. A request for leave must be made through the established time keeping system made available to employees. The employee is responsible for completing the request for substitute. Bereavement leave days may be used in half or whole day increments. Under special circumstances, more than three bereavement days may be granted by the superintendent or designee, per instance.

(V) Military Duty Leave (7-25-22)

A professional employee serving in the armed forces shall be granted up to three paid military duty leave days for the following service:

1. Active duty
2. Active duty for training
3. Initial active duty for training
4. Inactive duty for training
5. Full-time National Guard duty
6. Absence from work for an examination to determine a person's fitness for duty

Such leave shall be granted without loss of discretionary leave days and without a deduction in salary. For any additional days, the employee may choose to access his/her discretionary leave or accrued sick leave. Military duty leave is not cumulative. A request for leave must be made through the established time keeping system made available to employees. The employee is responsible for completing the request for a substitute. Military duty leave days may be used in half or whole day increments. Under special circumstances, more than three paid military duty days may be granted by the superintendent or designee. The military duty leave granted as part of the USD231 negotiated agreement shall be in addition to any rights afforded to professional employees through GARID Military Leave in USD231 Board Policy.

(W) Flex Days (7-17-23)

A professional employee shall be credited with two "flex days" on an annual basis. These days will be determined by the USD231 Calendar Committee on an annual basis. A flex day is a teacher work day in which staff may choose **when and where** to fulfill professional duties (e.g., entry of student grades) that are to be completed on or before the designated flex date. In order to be utilized, professional duties associated with the week/activities preceding each flex day

must be adequately completed. On these days the professional employee may use his/her discretion on what duties he/she will perform and from what location. The employee must make a good faith effort to notify his/her home building administrator prior to utilization of a specified flex day of his/her location for the day or to access the flex day. Flex days will not carry over and may not be used towards any paid leave sell back provisions.

2023-2024 School Calendar Flex Days

1. **October 6, 2023**
2. **March 8, 2024**

(X) Sick Leave Pool (12-7-20)

The purpose of the sick leave pool is to assist professional employees who suffer prolonged illness or are unable to work. The sick leave pool is not intended for use for individuals who have depleted their sick days and experienced short term illness or disability. The sick leave pool shall be established as follows:

1. Each employee who wishes to participate in the sick leave pool may do so by contributing one day to the pool. Days contributed by the employee become a permanent part of the pool.
2. Each employee who wishes to offer a contribution to the pool will complete a form for that purpose and turn the form in to the Human Resources Department by September 1 of the current school year. Employees must have 80 hours of sick leave (or their FTE equivalent) before they are eligible to join the sick leave pool. Employees will be notified whenever the pool drops below 160 hours. All current members that have sick leave days shall contribute one day to remain in the sick leave pool. Employees hired after September 1st will be eligible to join on their first day of employment, providing they meet all other necessary requirements.
3. Only those employees participating in the pool will be eligible to apply for days from the pool.
4. Any employee who wishes to access the sick leave pool must be under the care of a licensed health care provider, shall have depleted his/her accumulated sick leave, and must complete and submit a sick leave pool application form (see attached) to the sick leave pool screening committee.
5. Written notification of approval or other disposition of the application will be made by the screening board to the applicant employee.
6. The sick leave pool may be used in conjunction with any other District sponsored and/or employee elected benefit, however, the amount of total compensation shall not exceed a regular daily rate of pay.
7. No member shall be denied participation when the pool is redrawn due to a depletion of his/her sick leave days.
8. Members enrolled in the sick leave pool will have a notation on their check stub indicating their membership. Total number of hours in the pool are available in the Human Resources Department.
9. The sick leave pool screening committee will consist of six members (chosen from a group of members identified annually): Three administrators and a secretary (non-voting) appointed by the superintendent and three professional employees appointed by GENE will serve on the committee at each meeting.
10. Family or Household Critical Care Needs: The sick leave pool may be used for critical health care of a "family member" (as defined by in Terms of Art of the negotiated agreement).
 - a. To be eligible to benefit from this policy, the family or household member must be critically ill and require the presence of the employee to care for

them. Short-term child care because a person is out of sick leave is not within the scope of this policy.

- b. The family or household member must be under a licensed health care provider's written recommendation (formal documentation to support family/household care needs shall be included with the completed sick leave pool application form).
- c. The committee has the discretion to seek additional information from the licensed health care provider. A medical release must be signed and submitted with the sick leave pool application.

11. Participating members of the sick leave pool may receive no more than 30 days from the pool in any one school year. Approved days will be awarded in no more than 10 day increments at the discretion of the sick leave pool committee.

If you are not a current member of the sick leave pool and you wish to join, please complete the form on the following page and return it to the Human Resources Department by September 1 of the current school year.

**Section 7 (1)
8-7-17**

Sick Leave Pool Form

I am aware of the provisions for USD 231 Sick Leave Pool as part of the negotiated agreement for the current school year, and of the guidelines developed for the implementation for the pool.

I hereby offer to contribute one day (eight hours) to the Sick Leave Pool under the following conditions:

- The eight hours will be deducted from my sick leave balance, leaving 80 hours of discretionary leave to use during the current school year.
- If this is my first year with USD 231 and/or if my balance for the current school year is 80 hours or less, then the eight hours donated to the Sick Leave Pool will be deducted from my discretionary leave.

Signature of Employee

Date

I do not wish to contribute to the pool.

Signature of Employee

Date

USD231

Gardner Edgerton School District

SICK LEAVE POOL EMPLOYEE APPLICATION FORM

(To be completed by person requesting access to the Sick Leave Pool)

Last Name First Name Middle Initial Current Building

Present Position/Subject Area Additional Building

Full Time () Part Time ()

Date of Request: _____

Have you exhausted all of your current sick leave? **Yes** **No**

Reason for Request: Please note all applicants must attach appropriate documentation from a licensed health care provider regarding the condition related to this request.

Expected or approximate return to work date: _____

Employee's Signature: _____

Immediate Supervisor's Signature: _____

Date: _____

Please forward to the Human Resources Department following supervisor's signature acknowledging awareness of request.

SICK LEAVE POOL COMMITTEE ACTION

Date request was received by the Sick Leave Pool Committee: _____

Denied () Approved () Number of days granted: _____

Authorization: _____

Date: _____

ABSENCES**(A) Professional Employees' Absences**

Professional employees who are unable to be present to discharge their assigned duties must notify their building designee, and/or substitute caller, as far in advance as possible of their absence, at which time tentative arrangements will be made for a substitute. Notification must be given at least one hour before duty time in order to be covered by the Sick Leave Policy. Exceptions may be made for emergency cases.

(B) Absences Not Covered by Sick Leave Policy (6-19-72)

Occasionally a professional employee may find it necessary to be absent for reasons to which the Board's adopted sick-leave policy does not apply. Employees will not be paid for days they do not teach, except as covered by the leave policy and approved by the superintendent or designee.

(C) Absences During Pre-School Workshop (12-10-01)

The professional employees are employed for 185 days for veteran professional employees and 189 days for new professional employees, which includes the pre-school workshop. Absences during the workshop are to be handled the same way as absences during any other part of the school term.

(D) Absence From Workshop (2-7-66)

Absence from workshop will be treated the same as being absent during a day taught.

(E) Absence for Association Meetings (7-1-83)

The Board of Education recognizes teaching as a profession and professional employees as professionals. Since all professional groups have their regional and state meetings, certain benefits may be received from an exchange of ideas at such meetings.

The superintendent may authorize absence of employees to attend teachers' association or teachers' union meetings within or outside the District, with or without loss of salary. The employee shall make application for authorization of such absence (well in advance) of its occurrence. In turn, the superintendent will notify the professional employee (well in advance) whether he/she is authorized to attend the activity. Authorization for such absence shall be based on the purpose of the absence and its anticipated value to the instructional program of the school system, or its anticipated value to professional employee-Board relations, or negotiations.

(F) Absences for Professional Meetings and Conferences (4-7-69)

The superintendent or designee may authorize absence of professional employees for professional meetings and conferences, and school trips within or outside of the District with or without loss of salary. The employee shall make application for authorization for such absence (well in advance) of its occurrence. Authorization for such an absence shall be based on the purpose of the absence and its anticipated value to the instructional program of the school system.

(G) Guidelines for Reporting An Absence of Less Than A Day (12-7-20)

1. If an employee needs to come in after the start of the duty day, but before the start of the school day, or leave between the time of student dismissal and the end of the duty day,

the principal shall determine if a record of the absence shall be filed in the approved time keeping system.

2. If an employee is away from the building and no instructional time is missed, the filing of the absence in the approved time keeping system will be at the discretion of the principal. Furthermore, the principal must be notified. In the event that an employee cannot contact the principal, the employee should notify the office staff and sign out if the building policy calls for this.
3. If an employee is away from the building for an hour or less and has arranged for his/her class to be covered by another certified employee, and has notified the principal in advance and secured the permission of the principal to be absent, the filing of the absence in the approved time keeping system will be at the discretion of the principal.
4. When an absence is filed for a fraction of a day, the hours missed shall be deducted from an eight (8) hour work day.
5. No attempt will be made to adjust records of employees who may have had a deduction from something other than an eight (8) hour work day.

RETIREMENT**(A) Early Retirement Plan (7-17-23)**

1. Professional employees who have met the following conditions can retire early and receive an individual health and dental benefit paid by USD 231.

- (a) Attain the age of 54.
- (b) Have been employed in USD 231 for a total of 15 years.
- (c) Retirement in the KPERS system is required.
- (d) Professional employees working less than full time (<1.0 FTE) in the final year of employment with USD 231 will receive a prorated health and dental paid benefit calculated from the final year FTE.
- (e) Retirees in the 54-65 age group will receive an individual base health and dental plan.
- (f) The benefit will be terminated upon the retiree being offered insurance coverage through a different employer after retirement.
- (g) KSA 12-5040 will govern the conditions under which these benefits may cease to be made available. If KSA 12-5040 is amended, the provision of this Early Retirement Plan will be void and subject to re-negotiation.
- (h) Administrative charges will be set at 8%. Any alterations to this will be negotiated through the annual negotiations process.
- (i) To access the policy for early retirement, the employee must notify the Department of Human Resources in writing on or before January 15 of the year in which they intend to retire, and submit a letter of resignation.
- (j) Terms apply to professional employees who retire during/after 2021-2022 school year.

2. Should the retiree die prior to age 65, the District would not be liable for any payments beyond the month of death.

(B) Pay for Unused Sick Leave (7-17-23)

For professional employees who retire with 85* or more points and a minimum of 15 years in USD 231, a policy exists to pay for unused sick leave under the following arrangement. The person must have a minimum of 50 days (or 400 hours) accumulated. The District will pay 60% of the daily substitute teacher rate up to a maximum of 60 days. The money is available only at retirement. If used in conjunction with Section 7 (D) Sell Back Policy for Unused Sick Leave, a maximum of 60 days will be paid.

*age + experience

(C) Retiree Participation in USD 231 Insurance Plans (7-30-18)

If a professional employee exercises his/her right to retire from employment in USD 231, and meets retirement requirements stated in any current Kansas State Statute, he/she may choose to continue participating in the current health, dental and vision plans. Any retiree taking this option must make the required payments in a timely manner.

GENERAL RULES OF OPERATION**(A) Procedure to be Followed for Professional Employees Requesting Consideration for Changes in Assignments (8-8-16)**

As used herein, the term "transfer" shall mean a change in employment position initiated by a professional employee or administrator either within the (current) building or between buildings in the District.

Intra-Building Transfer:

1. Any professional employee who desires to transfer within the building (intra-building) will be given first consideration when a position becomes available.
2. The principal will conference with the employee regarding the intra-building transfer.
3. Intra-building requests will be considered but not be binding on the principal and superintendent or designee.

Intra-District Transfer:

1. Any professional employee who desires to transfer to a different employment position within the District (intra-district) should express a preference for building assignment, grade level/subject area, hourly schedule, and special assignments by stating such preferences in writing. A transfer application must be made on a designated form, signed by the employee requesting transfer, current building administrator, and the Human Resources Department.
2. A professional employee may cancel requests for transfer by sending notification, in writing, to the Human Resources Department. However, after action is taken on a transfer request, a professional employee may not withdraw the request without administrative approval.
3. In the event the number of faculty positions in one or more existing schools are affected by the opening of a new facility, no more than 50% of the professional employees in a grade level or subject area will be accepted as transfers without administrative approval. In addition, if the number of existing professional employees expressing a preference to transfer to the new facility fails to reduce the anticipated number of open positions, the administrator initiated transfer policy may be utilized.
4. Transfer Actions
 - a. The professional employee shall be given consideration for vacancies as they occur and before new professional employees are employed to fill the vacant positions.
 - b. If more than one professional employee has applied for the same vacant position, factors to be considered will include: certification and experience in the grade level or subject area and the receiving principal's determination of the staffing needs of the building.
 - c. Employees will be notified by the Human Resources Department in writing when a decision has been made.
 - d. Requests for transfers must be made each year. Requests will not be saved from year to year.
 - e. Vacancies will be posted on the District's web site
5. The receiving building principal will make a recommendation to the Director of the Human Resources Department 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 Department.

Administrator-Initiated Transfers:

1. An administrative-initiated transfer shall be made only after a meeting between the professional employee involved and the building administrator. The employee shall be given reasons for such transfer at the time the verbal notification of transfer is made and will only be transferred to positions for which he/she is properly certified.
2. Written notice of transfer shall include the building to which the employee is assigned, grade level, and/or subject matter to be taught.
3. If a transfer is deemed necessary after the school year has begun, a minimum of three school days will be granted for the employee to make preparations for the new assignment to provide for a smooth transition from the previous position.

Transfer/Reassignment for New Facilities:

Staffing for new facilities will be addressed in one of three ways:

1. Staff initiated, intra-district transfer request (as described above). Requests to be received between January 5 and February 1 of each year.
2. Administrator initiated transfer (as described above)
3. New employee selection

(B) Dress Code (7-29-15)

Teaching is a profession and professional employees are expected to act and dress as professional individuals. It is recommended that employees reflect the attitude and purpose of their teaching situation. It shall be the duty of the principal to consult with employees who do not dress in a professional manner.

(C) Files Policy (7-29-19)

1. The District will maintain two official personnel files for professional employees. One will be a file containing college recommendations, reference letters, applications and other data. A second file will contain evaluations and job targets. Items from past years may not be organized in this manner in all cases. The contents of the personnel file that predate July 29, 2019 will not be reorganized.
2. The District may have such employment payroll, fringe benefits, and certificate files as may be necessary for the efficient operation of the office. This type of file data will be in addition to the files maintained by District's central office.
3. The employee shall have the right to inspect the contents of his/her personnel file, or request a copy of the contents, at no charge to the employee. Requests must be made in writing and directed to the Human Resources Department. The District will allow the inspection of records within three business days of the request and during normal business hours, or will provide the copies within the same timeframe. Inspection of personnel files will be done under the supervision of Human Resources Department staff. Credentials and related papers from employee placement bureaus, which by their own regulations are labeled confidential, as well as confidential references or evaluations obtained prior to employment with the District, shall not be made available for inspection or copied for the employee.
4. No document may be removed or changed without mutual written agreement of the professional employee and the superintendent, or designee.
5. The District will not forward files to outside third parties without written permission from the employee, or as allowed by law.
6. Administrators may have working files. These will contain such items as job targets, evaluations, classroom observation forms and other data the administrators may deem pertinent. These files are not open to employee inspection and are not available to outside third parties unless part of the employee's personnel file or as allowed by law.

(D) Complaints Regarding Professional Employees (5-25-95)

1. Persons with complaints regarding professional employees will be encouraged to meet directly with the employee to discuss the area of concern.
2. If information concerning a complaint is to be placed in an employee's official personnel file, the employee shall be given a copy of the information. The employee shall have the opportunity to respond to the information and a copy of the response shall be placed in the official personnel file upon the employee's request.
3. Information concerning a complaint regarding an employee should not be used in a formal evaluation, unless the complaint has been previously communicated with the employee.
4. Anonymous complaints will be given limited credence and will not be put into an employee's file unless or until that complaint is investigated and found to have substance.

(E) Fourth Quarter Grading Time (8-26-98)

Elementary school grade cards will be mailed after the close of the school term.

(F) Professional Employee Discipline (8-8-16)

1. For purposes of this section, "disciplinary action" shall mean a written reprimand, suspension, or termination of a professional employee. "Disciplinary action" shall not include suggested corrective action, including an oral reprimand that is not documented and added to an employee's personnel file.
2. Nothing in this section shall be construed to supplant the procedures specified elsewhere in this agreement for the evaluation of employees, the procedures specified under Kansas law for the non-renewal or termination of employee contracts, or the procedures specified under this agreement for the handling of grievances by employees.
3. Whenever an employee is required to meet with a building administrator for the purpose of discussing potential disciplinary action to be taken against that employee, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy. The employee may be accompanied by his/her representative at all stages of the disciplinary procedure.
4. When a building administrator has reason to believe that an employee has violated the terms of this agreement, District policy, relevant laws or regulations, or generally accepted professional standards, the administrator shall meet with the employee within 10 school days after the administrator learns of the employee's actions.
5. If, as a result of the administrator's investigation and meeting with the employee, the administrator believes that disciplinary action "beyond a written reprimand" is warranted, he or she shall recommend appropriate disciplinary action to the superintendent or his/her designee. The superintendent or his/her designee shall act upon the recommendation within 10 school days. Any written reprimand shall be placed in the employee's personnel file, and the employee shall have 10 school days in which to prepare a written response or rebuttal, which shall also be placed in the employee's personnel file.
6. In cases where such is deemed necessary, the superintendent or his/her designee shall have the authority to suspend an employee with, or in some situations without, pay pending the results of further investigation, or the conclusion of proceedings necessary to terminate or non-renew an employee's contract and/or his or her right to payment there under.

(G) Travel Expense (6-15-09)

When professional employees use their personal vehicle for official school business, the Board

of Education will provide a mileage reimbursement based on the Internal Revenue Service Guidelines, provided the superintendent or designee has given prior approval for the trip.

(H) School Placement for Students of Professional Employees (6-9-14)

The Board of Education recognizes that teaching/building assignments for USD 231 professional employees may create school placement needs for their children. Professional employees may request to enroll their child in the individual school that best fits their personal needs related to their teaching/building assignment.

A request by a professional employee to enroll his/her child in a USD 231 school of personal choosing must be submitted in writing on the form provided by the District and will be considered by the superintendent or designee. The educational needs of the student, as well as the receiving school will be considered. Consideration shall include but not be limited to: (1) functional enrollment numbers for the current year, as well as other impacted years; (2) class sizes; (3) adequate program flexibility and efficiency; (4) staffing. The superintendent or designee shall approve or disapprove each request for transfer and shall notify the requesting professional employee in writing. A copy of each approved transfer shall be provided to the sending and receiving schools. Unless otherwise indicated, an approved transfer shall be effective only for the next school year and must be renewed annually. As a condition of approval of any transfer request, no transportation shall be provided by the District. Transfer requests are due to the District by May 1 of each year.

(I) Management Rights – Reservation of Rights (9-11-06)

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Kansas, and of the United States except as limited by this Agreement.

Certified Personnel Appraisal Manual

INTRODUCTION

The professional employee evaluation process in the Gardner Edgerton School District is an on-going process designed to promote continuous professional development and establish criteria/standards for individual growth and thereby promote organizational productivity. It is expected that this process will ultimately result in increased levels of student achievement and individual professional growth.

Successful implementation of the evaluation process requires an on-going commitment of time and resources. The Board of Education, administrators, and teachers share in this responsibility. The District will use a Kansas Department of Education (KSDE) approved evaluation tool.

PROCEDURE

I. Notice of Evaluation and Informational Meeting

Each year, prior to September 15, building and/or District administrators will meet with identified professional employees who are scheduled to participate in the evaluation process. The purpose of this meeting is to provide formal notification of the evaluation process and communicate associated procedures. This meeting will also be used to identify the administrator responsible for each employee's evaluation. Prior to or during this meeting each employee will be provided with a copy of the District evaluation procedures (electronic or print) so he/she may become familiar with the evaluation tool and seek clarification as needed.

II. Goal Setting Conference

In connection with the District's professional development process each employee will collaborate with his/her evaluator to establish individual professional development goals by the end of the first quarter. These annual performance goals will be recorded and become a component of the evaluation process. For employees who complete multiple phases of the evaluation process, performance goals may be revised or rewritten as appropriate.

III. Evaluation Protocol

The formal evaluation process requires the evaluating administrator to complete a minimum of two formal observations of which one must be scheduled. The evaluating administrator may also gather data from a variety of informal observations. In addition, employees are also encouraged to provide supplemental data that address their professional goals and reflect professional performance.

Procedure for Scheduled Observation:

Pre Observation Conference #1 – Beginning of Cycle Conference

Classroom Observation #1

Post Observation Collaboration #1

Mid-Cycle Conferences:

Conference as needed between observations.

Procedure for Unscheduled Observation:

Classroom Observation #2

Post Observation Conference #2

Summative Conference/Narrative

Summative Conference

Narrative documentation

Protocol Descriptors

Pre-Observation Conference – Beginning Cycle Conference

The purpose of the pre-observation conference is to review the instructional plan and provide an opportunity for the employee to review information regarding classroom setting, prior learning, and lesson objective(s). The pre-observation form will also be completed during this conference and a copy will be provided to the employee. It should be noted that pre-observation conferences will only be arranged prior to scheduled observations.

Scheduled Observation Artifact and Data Collection

A minimum of one scheduled observation will be completed during each phase of the evaluation process. A scheduled observation will be preceded by a pre-observation conference and will include a specific date and time in which the evaluating administrator will conduct the observation. As part of the pre-observation conference the employee may upload artifacts and data collection related to goals in the designated depository. Collection can be throughout the year.

Post-Observation Conference

The purpose of the post-observation conference is to discuss the observed lesson and to analyze the implementation of the instructional plan. During this scheduled conference the employee and evaluator will reflect on the observation with the intent of gaining insight and shaping future instructional/professional development. The post-observation form will be reviewed and a copy will be provided to the employee during this conference. Post-observation conferences will be conducted after scheduled and non-scheduled formal observations within three school days of the observation.

Mid-Cycle Conferences

Mid-Cycle conference(s) are conducted as needed to review progress and make adjustments to individual goals and needs. This can be completed electronically through communication via KSDE approved evaluation tool/platform.

Unscheduled Observation

Two formal observations are required to be completed during each phase of the evaluation process. One of the two required observations may be unscheduled and as a result does not require a pre-observation conference. An unscheduled observation is considered “formal” only when it is followed by a specific, post-observation conference.

Informal Observation

Data gathering for the purpose of completing the summative evaluation form may come from a variety of sources (pre-conference and post conference discussions, formal observation and informal observation). Informal observation data may come from but, is not limited to, unscheduled classroom observations, department meetings, parent conferences, and/or other professional development activities that occur during the duty day, within the current contract year.

Summative Conference/Narrative – End of Cycle Conference

Upon completion of a minimum of two required formal observations, the evaluating administrator will schedule a summative conference to review data collected during informal and formal observations and that reflects information shared during pre and post observation conferences. Conclusions and expectations related to this data will be documented via the KSDE approved evaluation tool.

IV. Documentation to Support the Evaluation

(May be a component of the Post-observation Conference)

Throughout the evaluation process a variety of information will be collected and used to complete the evaluation cycle. The evaluating administrator will review all completed evaluation documentation with the employee. Signatures are required to acknowledge communication and receipt of this information but do not signify agreement. The employee has two weeks to respond in writing if he/she chooses to do so. Evaluation documents and responses thereto shall be maintained in a personnel file for each employee for a period of not less than three years from the completion date of the evaluation.

V. Professional Improvement Plan

When a deficiency (related to established performance criteria/standards) is noted and the problem persists, a professional improvement plan may be initiated. This plan may build on the evaluation document, and/or further the professional growth of the employee. The plan will focus on the area(s) most in need of improvement.

Section 11 (C)
(7-27-15)

EVALUATION SCHEDULE

Professional employees in the first two consecutive school years of employment shall be evaluated at least one time per semester, not later than the 60th school day of the semester, except that any employee who is not employed for the entire semester shall not be required to be evaluated; and that every employee during the third and fourth years of employment shall be evaluated at least one time each school year, not later than February 15; and that after the fourth year of employment every employee shall be evaluated at least once in every three years, not later than February 15 of the school year in which the employee is evaluated.

(K.S.A.72-2409 Evaluation of Certified Personnel)

Employment Year	Evaluation	Employment Year	Evaluation
1	XX	21	
2	XX	22	X
3	X	23	
4	X	24	
5		25	X
6		26	
7	X	27	
8		28	X
9		29	
10	X	30	
11		31	X
12		32	
13	X	33	
14		34	X
15		35	
16	X	36	
17		37	X
18		38	
19	X	39	
20		40	X

NEGOTIATIONS**(A) Working Agreement (8-8-16)**

The following procedure was approved by the Gardner Edgerton National Education Association on July 27, 2015 and adopted by the Board of Education on July 27, 2015 as the policy through which the Board of Education and teachers will cooperate in order to consider items of mutual concern and to follow the procedures of the Professional Negotiations Act (K.S.A. 72-2228):

1. Prior to March 31, each year the association will appoint a committee of certified professional employees to meet with the Board negotiation committee to discuss and exchange information on salary proposals and working conditions. The appointment of the committee members will be certified to the superintendent by the president of the association.
2. The Board Committee will meet with the committee at such times as agreed upon by the superintendent and the Professional Employee Committee.
3. The Professional Employee Committee and the Board Committee may make reports to their respective bodies as deemed necessary.
4. After the Professional Employee Committee and the Board Committee have agreed upon a proposal, the proposal shall be presented to the teacher association for approval then recommended to the Board of Education for adoption.
5. Should the Professional Employee Committee and the Board Committee fail to agree upon a proposal, then each committee shall make a report to the Board of Education.
6. The superintendent will notify the Professional Employee Committee at least three school days in advance of the meeting (unless waived by the committee) at which time action on a proposal (s) will be considered. Committee members shall be given opportunities to present relevant information concerning the proposal(s).
7. All meetings between the Professional Employee Committee and the Board Committee shall be held at a mutually acceptable location on USD 231 property.
8. Either party shall have the right to invite such outside consultants as it deems necessary. Notice shall be given designating outside consultants five days in advance of the meeting unless waived by both parties.
9. It is recognized that due to pending legislation and the uncertainty of school funding that in certain years it may not be feasible for the Board of Education to consider a monetary proposal until after the adjournment of the legislature. It is also recognized that it is not feasible for professional employees to sign contracts prior to ratification of a salary schedule.

(B) Administrator Defined (8-8-16)

Administrative employees in USD 231 shall include any employee of the Board who is required to hold a school administrator's certificate, or who is designated in K.S.A. 72-1134 (excludes superintendent, but includes assistant superintendent, deputy superintendent or associate superintendent), or whose position the Board determines to be administrative or supervisory in nature with responsibilities and remuneration comparable to those of certified administrators. (K.S.A.72-2281)

(C) Voting (11-30-94)

It is agreed that if a ratification vote cannot be held during the school year, then it will be held as soon as possible after tentative agreement is reached. Further, it is agreed that if a professional employee cannot attend the ratification meeting, then the employee can exercise a mail ballot option as outlined in K.S.A. 72-2226.

(D) Use of USD 231 Facilities/Technology (8-7-17)

Professional employees may use USD 231 facilities, equipment, and technology for the purpose of bargaining unit operations.

(E) Item Limitation - Limit Negotiations (8-8-16)

Per the Kansas Professional Negotiation Act, upon entering negotiations, the parties must negotiate compensation of professional employees and hours and amounts of work. Compensation would be defined as salary and wages, supplemental contract salaries, and overtime pay. Further, each party could select up to three additional terms and conditions of professional service from among those listed in the Professional Negotiation Act's definition of "terms and conditions of professional service." All other items included in the definition would be permissive topics for negotiation if the parties mutually agreed to discuss them. These provisions would not apply to the negotiations of a first-time agreement between a board of education and professional employees' organization. Individuals selected to conduct negotiations by the board of education and the professional employees' organization would be required to complete training on conducting negotiations each year. Finally, the deadline for filing notice to negotiate on new items or to amend an existing contract shall be March 31 and the "statutory declaration of impasse date" shall be July 31.

(F) Negotiation Procedures (8-8-16)

Each party agrees to do all that is reasonably possible to conclude negotiations by June 30. This can include starting earlier in the year, the use of facilitators, longer sessions when meeting, etc., so that the process can be concluded in a timely manner. It is also understood that if the legislature fails to act promptly, or if the governor vetoes legislation, or other unforeseen issues cause this date to be missed, then every effort will be made to conclude negotiations as soon as possible. The intent of this item is for both parties to move as quickly as possible and conclude negotiations prior to July 31.

NEGOTIATIONS
RESOLUTION

WHEREAS, The Board of Education of Unified School District No. 231, Johnson County, Kansas, has been presented with an application for recognition as the exclusive representative of the professional certified employees (except administrators) of the school district by the Gardner-Edgerton-Antioch Teachers' Association (Name later changed to Gardner Edgerton National Education Association) of said unified school district, pursuant to L.1970, Ch. 284; and

WHEREAS, said application and the evidence attached thereto are hereby found to comply with the requirements of Section 4 of L. 1970, Ch. 284; and

WHEREAS, said board of education does not have a good faith doubt as to the accuracy or validity of said application or the evidence attached thereto; NOW THEREFORE

BE IT RESOLVED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 231, Johnson County, Kansas:

SECTION 1. That pursuant to L.1970, Ch. 284, the Gardner-Edgerton-Antioch Teachers' Association (Name later changed to Gardner Edgerton National Education Association) of Unified School District No. 231, Johnson County, Kansas, is hereby recognized as the exclusive representative of the professional certified employees (except administrators) of said school district described in said application for recognition.

Adopted this 16th day of November, 1970.

/s/ Robert K. Thomen
President, Board of Education

/s/ Kay N. Jones
Clerk, Board of Education

NEGOTIATIONS

APPLICATION FOR RECOGNITION

October 13, 1970

Board of Education
Gardner-Edgerton-Antioch
Unified School District No. 231
Gardner, Kansas 66030
c/o Mr. Ted A. Parry, Superintendent

Under the provision of the Kansas L. 1970, Ch. 284, the Gardner-Edgerton-Antioch Teachers Association (Name later changed to Gardner Edgerton National Education Association) hereby applies for recognition as the exclusive representative of the negotiating unit consisting of all classroom teachers and other professional employees excepting administrative employees in USD #231.

The Gardner-Edgerton-Antioch Teachers Association (Name later changed to Gardner Edgerton National Education Association) alleges that a majority of the professional employees in the above mentioned negotiating unit voted in the September 9, 1970 association meeting to be represented by the Gardner-Edgerton-Antioch Teachers Association (Name later changed to Gardner Edgerton National Education Association) for the purpose of professional negotiations and submit as demonstration of majority support a verified membership list which is attached hereto.

Signed /s/ Wesley D. Oyer
G.E.A.T.A. President

GRIEVANCE PROCEDURE
Certified Personnel

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to an *interpreted violation of the negotiated agreement or Board policy*. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Procedure

1. **Level One** - Informal Meeting with the Principal

The aggrieved person shall request an informal conference with his/her principal or other immediate superior within a reasonable time after he/she becomes aware of the grievance. At this conference the aggrieved person seeks to resolve the matter informally.

2. **Level Two** - Formal Meeting with the Principal

a. If the aggrieved person is not satisfied with disposition of his/her grievance at Level One, or if no decision has been rendered within five school days after presentation of the grievance he/she may, within 10 school days after the decision at Level One or 15 school days after the grievance was presented, whichever is sooner, file the grievance in writing with the principal.

b. Within five school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person in an effort to resolve it.

3. **Level Three** - Formal Meeting with the Superintendent

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five school days after presentation of the grievance, he/she may, within 10 school days, after the decision at level two, or 15 school days after the grievance was presented, whichever is sooner; file the grievance with the superintendent.

b. Within five school days after receipt of the written grievance by the superintendent, the superintendent will meet with the aggrieved person in an effort to resolve it.

4. **Level Four** - Formal Meeting with the Board of Education

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within 10 school days after he/she has first met with the superintendent, he/she may, within five school days after the decision by the superintendent or 15 school days after he/she has first met with the superintendent, whichever is sooner, submit his/her grievance to the Board of Education.

b. The superintendent will set the date and time for the hearing which shall be no later than the second regular scheduled Board meeting following the filing of the request with the clerk.

c. If either the Board of Education or the aggrieved person desires, a third person may be present who is mutually agreeable to both the Board and the aggrieved person. This third party shall serve in an advisory arbitration capacity. The final decision on any grievance at Level Four will be made by the Board of Education.

C. Right to Non-Retaliation and Representation

1. No reprisals of any kind will be taken by the superintendent or by any member or representative of the administration or the Board against any aggrieved person, any

party in interest, any grievance representative, or other participant in the grievance procedure by reason of such participation.

2. The aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, by a representative of his/her choice. If the aggrieved person is not represented by the GENE, the GENE shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Miscellaneous

1. A grievance may be filed by one or more professional employees or by the GENE in cases where GENE interprets a violation of Board policies or negotiated agreement.
2. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the president of the GENE.
3. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

COMMITTEES

(A) Professional Development Council (6-16-08)

The Professional Development Council will include at least as many teachers as administrators and both groups shall be selected solely by the group they represent. At least one professional employee representative from each attendance center of USD 231 shall serve on the council.

(B) Calendar Committee (7-17-23)

The calendar for the District will be adopted in the following manner. The GENE Executive Board will appoint a team which shall consist of one professional employee per building. The superintendent or designee will participate. The superintendent will appoint at least one administrator per level. This group will meet no later than **January 1** of each year and will place no more than two calendar choices before the employees for a vote, not later than **February 1** of each year. The results of the voting will be shared with the Board of Education, who shall adopt a calendar not later than **the regularly scheduled March BOE Meeting**. The Board of Education retains the right to modify the calendar due to unforeseen circumstances.

WAIVER AND SCOPE

Ratification of this agreement shall constitute full and complete commitment between both parties to the Articles described herein. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

The parties agree that negotiations shall not be reopened during the lifetime of this Agreement, except as aforementioned.

If any individual contract between the Board and a Professional Employee contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

