

**WRITTEN CONTRACT IN COMPLIANCE WITH  
KANSAS PROFESSIONAL NEGOTIATIONS ACT**

**2022-2023 SCHOOL YEAR**

**UNIFIED SCHOOL DISTRICT NO. 234**

**FORT SCOTT, KANSAS**

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## **Attachments**

- “A” Salary Schedule
- “B” Leave of Absence: Release from Contract Policy
- “C” Administrative Complaint Form
- “D” Athletic Contest Worker Pay Schedule
- “E” Inclement Weather
- “F” Salary Schedule for Extra Assignments
- “G” Increments for Extra & Special Assignments with Experience Factor
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- “I” Advance Pay for New Teachers
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- “K” Health Insurance Waiver Form

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This contract, made and entered into this first day of July, 2022, by and between the Board of Education of Unified School District No. 234, Bourbon County, Kansas, hereinafter referred to as the Board, and the Fort Scott KNEA, hereinafter referred to as the Fort Scott KNEA.

WITNESSETH:

WHEREAS, the Board and the Fort Scott KNEA through their duly appointed bargaining representatives, have entered into professional negotiations by meeting, conferring, consulting, and discussing in a good faith effort by both parties and have reached agreement with respect to the terms and conditions of professional service for the school year 2022-23, and

WHEREAS, various agreements were reached between the bargaining units for their respective parties during those negotiations, and

WHEREAS, it is the desire of the parties to set forth those agreements in writing,

NOW THEREFORE, the Board and the Fort Scott KNEA do hereby agree that the following shall represent a binding contract upon the Board and the Fort Scott KNEA for the areas set forth herein covering the 2022-23 school year.

ARTICLE 1  
DURATION OF THIS AGREEMENT

This agreement shall become effective July 1, 2022, and shall continue in full force and effect to and including June 30, 2023, and shall not be extended, amended, or modified except by express agreement in writing of the parties. 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. The Board and Fort Scott KNEA will continue to meet and discuss current policies, practices, and terms of the negotiated agreement.

ARTICLE 2  
EVALUATIONS

It is mutually agreed between the parties that a Teacher Evaluation Form shall be in effect and used in all teacher evaluations. The district will participate in the Kansas Department of Education Evaluation Process (KEEP2). The criteria used for the evaluation process will be given to each employee as well as provided on the district's website. Criteria for evaluations will follow state guidelines and changes will be made as agreed upon.



ARTICLE 3  
EVALUATION

DEFINITION

A formal evaluation involves a conference (following one or more formal classroom observations) between an administrator, who has observed the teacher in a teaching environment and other related school activities, and the observed teacher.

PROCEDURES

- A. All personnel will be evaluated on the following schedule:
1. Within fifteen school days after the beginning of each school year, the evaluator shall discuss teacher evaluation objectives, procedures, and instruments with each new employee.
  2. An evaluation conference shall be held between the appropriate evaluator and the employee within five school days after the conclusion of formal observations, except in an emergency situation in which case there would be an extension of ten school days beyond the original five. Required formal evaluations shall be completed in accordance with current Kansas statutes.
    - a. Employees in their first three consecutive years of employment in the district shall have a minimum of two formal evaluations not later than the sixtieth school day of each semester. There shall be at least twenty school days between each formal evaluation in the teaching environment unless requested sooner by the employee or in an emergency situation. Additional formal evaluation conferences shall be scheduled as needed in order to provide new employees with maximum assistance in strengthening and improving teacher performance.
    - b. During the fourth year of employment, employees shall be formally evaluated once by February 15. Employees may request additional evaluations. After the fourth year of employment, no employee will be formally evaluated fewer than one time every three years by February 15.
    - c. Should the formal evaluation reveal a performance deficiency, it shall be the responsibility of the evaluator to inform the teacher in writing of the specific deficiency and to provide positive suggestions for improvement.
- B. The Superintendent may call for a formal evaluation of personnel at any time, but there shall be at least twenty school days between each evaluation unless requested sooner by the employee or in case of an emergency situation. Formal evaluations shall not exceed a maximum of five per school year.

- C. Employees whose work is less than satisfactory shall be notified in writing by the Superintendent that they will, for the upcoming year, be placed on a minimum of three formal evaluations and denied salary advancement for the next contract year. This notification may follow a one-year period used for remedial action, but is not a prerequisite for this action.

#### ARTICLE 4 OBSERVATIONS

Administrators may regularly visit the classrooms and observe the teachers in the act of teaching and other related classroom activities. The administrator will prepare a written observation form for the teacher's review and signature. A copy of the report will be given to the teacher and a copy placed in his/her permanent file. The observation form could be used as substantial material in an evaluation conference. The observation form may be prepared by the administrator after he/she has spent at least 15 minutes in the classroom, but will always be filled out if 30 minutes or more are spent in observation in any classroom.

#### ARTICLE 5 REDUCTION IN FORCE

When the Board finds that a reduction in force is in the best interests of the school district, then and in that event, the effect upon the students and the school program should be of primary concern to all parties.

The Board, in making said reduction, shall follow this procedure:

Step One: Reduction in staff shall be accomplished by normal attrition, resignations, and/or retirements.

Step Two: If additional reduction is necessary, probationary teachers shall be terminated prior to the consideration of non-probationary teachers.

Step Three: If further reductions are necessary, all of the following factors will be considered, but in no order of priority:

- A. Continuous years of service to the district
- B. Academic degrees and training
- C. Licensure and endorsements in areas of need
- D. Evaluation reports
- E. Recommendations of building principals and administrative staff
- F. Recent experience in the needed subject area(s)

These Step 3 factors are not listed in order of priority. Each shall be given equal consideration.

Health benefits will be offered under COBRA (Consolidated Omnibus Budget Reconciliation Act) provisions. If COBRA is selected, the employee will be billed directly for the full premium due by the health insurance carrier. If rehired by the district, the employee will be subject to waiting periods or pre-existing conditions as per the current health carrier regulations.

#### ARTICLE 6

#### RECALL AND/OR REEMPLOYMENT PLAN FOR TEACHERS WHO HAVE BEEN TERMINATED UNDER THE REDUCTION IN FORCE ARTICLE

Step One: Upon termination under the Reduction in Force Article, affected teachers may have their names placed on a recall list.

Teachers' names will remain on the list for three years and will be removed during that time only upon the teacher's written request to the Superintendent or upon the teacher's refusal of reemployment by the Board.

Step Two: Terminated teachers shall be notified of all openings and used to fill other vacancies for which they are qualified. It is the responsibility of the teacher to keep the Superintendent informed of a current address and any change in teaching qualifications. The reemployment shall be determined by the Board considering the factors set forth in Step Three of the Reduction in Force article.

Any teacher who has been so reduced may apply for assignment as a substitute teacher in the district.

Upon receiving a certified letter offering reemployment, the teacher must accept or reject the position within fifteen days.

Step Three: Reemployed teachers, who were terminated due to reduction in force, shall retain all benefits earned and not withdrawn in USD 234 and shall be returned to salary in accordance with number 3 on Attachment "A."

#### ARTICLE 7

#### MASTER CONTRACT

It is mutually agreed between the parties that within 60 days of the approval of the revised negotiated agreement, an electronic copy of this agreement shall be made available to each teacher. Until then the former agreement and the agreed-upon items shall constitute the master contract.

ARTICLE 8  
SUSPENSION OF EMPLOYEES

The Superintendent may suspend employees from duty. Such suspension shall be immediately reported to the Board. Employees may be suspended and subsequently discharged in accordance with Kansas statutes.

In case of a suspension, an employee will, during the term of suspension, continue to receive regular compensation and such other benefits as his/her contract indicates. After investigation, should the grounds for suspension prove to be unsubstantiated, the employee will be reinstated with all documents related to the investigation removed from all personnel files.

ARTICLE 9  
LEAVE OF ABSENCE

A. Sabbatical

The Board may grant a sabbatical without pay to employees for the purpose of study or travel for a period of up to one school year for every seven years worked in the district if the employee files a written application for said leave with the Superintendent on or before May 15 of the preceding school year. After May 15, emergency applications will be considered at the discretion of the Board. The application shall state the reasons for said leave and the dates or length of time that said leave is requested. Upon return from such leave, a teacher shall be placed at the position on the salary schedule he/she would have attained had he/she taught in the district during such period.

B. Release from Contract

The employee on leave will inform the Board in writing by May 15 during the year of the leave of his/her intentions as to employment for the next school year. Failure to respond by May 15 terminates employment with USD 234. (See Attachment "B")

C. Health Insurance While on Leave

Employees granted a leave of absence for a period of three months or longer will be offered health benefits under COBRA (Consolidated Omnibus Budget Reconciliation Act) provisions. If COBRA is selected, the employee will be billed directly for the full premium due by the health insurance carrier. Upon return to employment, the employee will be subject to waiting periods or pre-existing conditions as per the current health carrier regulations.

For leaves granted for a period of three months or less, the employee will be allowed to remain on the district's existing group coverage and will be required to submit the full premium due monthly to the board office.

D. Section 125 Benefits While on Leave

The Section 125 salary reduction plan is an employer-provided plan to allow employees to select various benefits as desired with before-tax dollars. Since an employee on a leave of absence will not receive a salary, the tax advantage for the Section 125 benefits is lost during this leave time.

An employee on a short-term leave (three months or less) will be allowed to continue paying the Section 125 premiums with after-tax dollars. Upon return to employment, the employee will continue to have premiums deducted with before-tax dollars.

For employees on a long-term leave (over three months), the district Section 125 benefits will be terminated. Benefits may be continued through the insurance carrier as allowed by that carrier. If the employee returns to employment during the plan year that the leave was taken, the employee will not be allowed to select 125 benefits until the next plan year. For employees who have contributed to a medical reimbursement selection, participation may be continued in the plan through a COBRA application with the Section 125 carrier.

ARTICLE 10

THIRD PARTY COMPLAINTS REGARDING A PROFESSIONAL EMPLOYEE

- A. Every effort will be made to resolve a complaint informally. Only written, signed complaints will be placed in the employee's file.
- B. Any parent, student, or other person who shall make a complaint against an employee to an administrator will be asked by the administrator if he/she wishes to complete an Administrative Complaint Form, Attachment "C." If the complainant is willing to come to the school and meet with the administrator and complete and sign the Administrative Complaint Form, then the administrator will sign the complaint form. The written complaint will be placed in the employee's file, and a copy will be delivered to the employee as soon as reasonably possible following its receipt by the administrator. At the discretion of the administrator, the employee may have an opportunity to meet with the complainant. The employee will be given an opportunity to file a written response to the complaint, which will also be placed in the employee's file with the original complaint. If the matter is eventually resolved, that information will be noted with the complaint and response in the employee's file.
- C. All disciplinary documents shall be removed from the employee's personnel file after three (3) years if, in the opinion of the administrator, the employee has made a good faith effort to address the concern.

ARTICLE 11  
ATHLETIC CONTEST WORKER PAY SCHEDULE

It is mutually understood and agreed that the method of supplemental pay for working athletic contests will be on an hourly basis district wide. A schedule of the hourly rates for each position is shown on Attachment "D."

It is mutually agreed that the district will generate a list of employees who will voluntarily serve to work the athletic contests and other extra duty assignments on an hourly basis. This list should contain the volunteer's name, address, and phone number where he/she can be reached. The school district would attempt to fill all of these positions through the use of these volunteers. If there is not a sufficient number of volunteers available for each event, the district may fill those assignments with other district volunteers or outside patrons.

ARTICLE 12  
WORKDAY

DEFINITIONS

Professional Development Days

Directed by administration, with assistance from the Professional Development Council and School Improvement Teams, time for staff to spend engaged in learning activities that enhance the knowledge and skills of staff to manage and deliver quality instruction for students.

Collaboration Days/Times

Cooperatively determined by administration and staff, time staff spends with colleagues to work interdependently on curriculum, instruction, assessments, and data analysis to ensure quality teaching and learning for students.

Teacher Workdays

Teachers' time to work in school/classrooms, as assigned, for the purpose of the school district, school, and/or classroom duties and responsibilities.

Planning Time

Time spent communicating with parents, gathering resources, developing lesson plans, designing units of instruction, and assessing student performance/progress in order to determine instructional strategies and plan for student success. This may be done collaboratively or independently and may address district and school goals.

A. Length of Day

The total in-school workday shall consist of not more than 8 hours and 10 minutes which shall include a duty-free lunch period of at least 30 minutes and a preparation period. Elementary and middle school teachers will not be required to supervise students during the lunch period.



B. Preparation Period

In the middle school and high school, preparation periods shall be equivalent to at least one class period per day. The elementary preparation period shall be a minimum of 60 minutes per day plus four full school days on which elementary students will not attend classes. One day each quarter is selected by the Superintendent for this purpose. Allocated planning time will be free of assigned tasks; exceptions are for special education meetings, meetings with parents, and other professional activities required by the principal.

C. Instructional Day

The instructional day will not exceed 7 hours.

D. Duty Schedule in All Buildings

Outside of the student contact day, teachers shall be required to report to duty before school and after school for a total of 40 minutes. Teachers will have the flexibility to complete this time as needed, but must include at least 10 minutes before school and 10 minutes after school. Duties may be assigned as needed. On Fridays or on days preceding holidays or vacations, the teacher's day shall end not more than 10 minutes after classroom instruction.

E. Inclement Weather/Emergency Closings

Teacher attendance shall not be required whenever student attendance is not required, due to inclement weather or other emergency closings (Attachment "E").

F. Faculty and Professional Meetings

Faculty or professional meetings shall begin no later than 10 minutes after the student dismissal time, and every attempt shall be made for the meetings to run no more than 50 minutes. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school except in the case of an emergency. It is further agreed there shall be no more than 18 faculty meetings per year except in the case of an emergency.

G. Notice and Agenda

Notice of any meeting, including an agenda, shall be given to the teachers involved at least two calendar days prior to the meeting except in case of an emergency. Teachers shall have the opportunity to suggest items for the agenda

#### H. Calendar

The calendar specifies 175 contract days: 165 student contact days, 42.5 hours early release/collaborative time, 4 parent/teacher conference evenings (3 hours, 30 minutes each), 2 professional development days, and 6 work/plan days. In addition, a one and one-half hour fall open house at all schools will be attended by all teachers. One of the initial inservice days will be shortened by one and one-half hours to compensate for this time. A one-week spring break will occur after the end of the third grading period. The fall conference will be at grade card time for the first quarter. The spring conference will be held at grade card time for the third quarter. The specific times will be set by the buildings, but the times should be staggered so that teachers can go to other buildings. There will be at least a 30-minute break between the end of the school day and beginning of conferences during which teachers can leave the building. Parent/teacher conferences will be held two evenings of the same week with Friday off after the last conference night.

#### I. Wellness Program

A district wellness program will be overseen by the school nurse. In addition, a wellness clinic will be held each year. Funding will be provided as resources are needed and are available.

#### J. Professional Development Days

The Superintendent will receive input from the Fort Scott KNEA Executive Council in the planning of professional development days.

### ARTICLE 13 SECONDARY TEACHER PREPARATIONS

It is the mutual desire of the parties that no secondary teacher will have more than four different preparations (including levels) per day. The Board and administration will strive for that goal.

### ARTICLE 14 ADDITIONAL PAY FOR CURRICULAR OR INSTRUCTIONAL IMPROVEMENT PROGRAMS

Any teacher asked by an administrator to work on a curricular or instructional improvement program outside the workday will receive "Other" pay on the Salary Schedule for Extra Assignments (Attachment G).



Any teacher asked by an administrator to attend a workshop, seminar, meeting, or field trip outside of the regular contract will receive Other” pay on the Salary Schedule for Extra Assignments (Attachment G).

All requests to attend a workshop or conference will be completed in the PDP Toolbox.

ARTICLE 15  
DEDUCTION FOR TIME ABSENT

It is mutually agreed between the parties that in the event a teacher is absent, that the teacher will only be charged for release time equal to the amount of time missed. The missed time will be rounded to the nearest quarter hour for payroll purposes.

ARTICLE 16  
NOTIFICATION OF VACANCIES

During the regular school term, all licensed and/or extracurricular vacancies will be filled by Board action or teacher transfer no earlier than 48 hours after a notice announcing the vacancies has been placed in each teacher’s electronic mailbox.

ARTICLE 17  
RELEASED TIME LEAVE POLICY

Definitions:

1. DISCRETIONARY LEAVE is defined as absence from duties for illness or personal business. When a teacher is absent for more than eight consecutive days for illness, he/she will be required to provide a written statement from a health care provider stating the need for this absence.
2. A LICENSED TEACHING EMPLOYEE is defined as personnel eligible for membership in KPERS and may include persons working less than six (6) hours per day if eligibility is established in the employment agreement or contract.
3. ANNUAL CREDIT is defined as discretionary leave granted an employee each month or portion of month which he/she performs services. Monthly credit is the daily hours of service required of an employee.
4. TERMINAL BENEFITS are defined as accumulative credit at termination, death, or disability, multiplied by a percentage factor of the daily gross wage.
5. DAILY GROSS WAGE for an employee is defined as the base pay in a contract, including advanced degrees, extra pay increments (excluding summer extended

contracts, holidays and vacations), divided by the number of working days in a contract, not including holidays or vacation days.

6. LEAVE OF ABSENCE is a period of time away from contractual service granted by the Board.
7. AUTHORIZED SCHOOL BUSINESS is:
  - A. Performing duties of the contract.
  - B. Attending or presenting, at the request of the Superintendent or the approval of the Superintendent, one of the following:
    - (1) Educationally related workshop-type meeting or classroom observation.
    - (2) Attending a funeral or other function to represent the school district.
    - (3) Performing or attending non-professional meetings having a direct relationship to school and community service.
    - (4) Jury duty.
8. TERMINATION OF EMPLOYEES UNDER CONTRACT is defined as the day such person concludes his/her official status with the district.
9. TERMINATION FOR DISCRETIONARY LEAVE OF ABSENCE is defined as the day such person concludes his/her official status with the district.

Regulations:

10. Credits may be accumulated only in USD 234 as sick leave.
11. Employees on the payroll at the time of the adoption of this policy retain existing credits as sick leave.
12. During the first year of full-time employment, employees will be granted three days discretionary leave credit at the beginning of their contract of employment. Beginning in the third month, such beginning employees will be credited with the remaining allowance of seven days. Employees who have been with the district longer than one year will be credited with ten discretionary days at the beginning of each contract year.

Discretionary leave may be used for sick leave during the contract period and credits not used will carry forward to the sick leave credit balance. Sick leave credits cannot be used for discretionary leave.

- 13. Annual credit is converted to hours, based upon hours of assignment per day.
- 14. There is no limit to the number of sick leave credits an employee may accumulate.
- 15. Accumulated credits may be retained by an employee on leave of absence, but credits are not granted during this period.

Use of Discretionary Leave:

- 16. Discretionary leave may be used subject to the following:
  - A. If extended discretionary leave is anticipated, advance notification shall be given to the employee's immediate supervisor.
  - B. The minimum amount of credit that may be used shall be one-quarter hour.
  - C. A supervisor may deny an advanced request for discretionary leave if the employee's absence will have a detrimental effect upon the school program.

Salary Deductions When Credits Have Been Exhausted:

- 17. When accumulative credits have been exhausted, deductions from salary for loss of time shall be computed on a daily gross wage (Item 5).

Terminal Benefits:

- 18. At termination of employment, death or disability, an employee will be paid terminal benefits per the following schedules:

Benefits are computed on a percent of Daily Gross Wage. Computation will be on the basis of the highest contract year.

**SCHEDULE A - Employed prior to the 1996-97 school year:**

<b>Years of Service</b>	<b>0-5</b>	<b>6-13</b>	<b>14-21</b>	<b>22-29</b>	<b>30+</b>
Termination	0%	15%	20%	25%	30%
Death, Social Security Disability or KPERS	25%	25%	25%	25%	30%

Teachers employed by the district beginning with the 1996-97 school year will be able to accumulate an unlimited amount of credit. Hours up to and including 650 will be paid according to Schedule A. However, hours in excess of 650 will be paid according to Schedule B.

**SCHEDULE B - Employed beginning with 1996-97 school year:**

<b>Years of Service</b>	<b>0-13</b>	<b>14-21</b>	<b>22-29</b>	<b>30+</b>
	4%	6%	8%	10%

19. When an employee terminates prior to the end of the contractual period, terminal benefits accumulate at the rate of one credit for each month or portion of month in which services are performed.
20. If an employee does not notify his immediate supervisor in writing at least fourteen (14) calendar days prior to termination, he may not be eligible for termination benefits.
21. Terminal pay is subject to local, state, and federal payroll deductions.
22. In the event of death of an employee eligible for Terminal Benefits, payments will be paid to the beneficiary designated to KPERS, unless another beneficiary is designated in writing or on file with the board office.
23. Employees terminating in any given month will not be paid Terminal Benefits until the regular payroll period the following month.

ARTICLE 18

**WORK DAY AND DISCRETIONARY LEAVE FOR COUNSELORS,  
SCHOOL NURSES, AND/OR MEDIA CENTER SPECIALISTS**

Counselors and media center specialists will work a regular school day with breaks in lieu of planning periods, plus a thirty-minute duty-free lunch. These positions will receive discretionary leave commensurate with the regular school day.

School nurses will work an eight-hour day with breaks in lieu of planning periods, plus a thirty-minute duty-free lunch. These positions will receive discretionary leave commensurate with the eight-hour day.

ARTICLE 19

**FLEXIBLE FRINGE BENEFIT PROGRAM  
Salary Reduction Plan**

**SECTION 1**

The Board of Education has established a flexible fringe benefit program for eligible employees. The Benefit Committee will make a carrier recommendation to the Board as the need arises. This committee will consist of teachers designated by Fort Scott KNEA and other members appointed by the Board, or its designee.

## SECTION 2

The flexible fringe benefit program will be in conformity with Section 125 of the Internal Revenue Code of 1954 as amended and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This program will grant to the covered employees benefits which, if purchased alone by the employer, would not be taxable income to the covered employees along with other benefits which are always taxable. The employer intends to preserve the non-taxable status of those benefits having that status when purchased alone, while recognizing that other benefits will continue to be taxable even though offered through this program.

## SECTION 3

All covered employees of USD 234 are eligible to participate in this program. Board policy defines covered employees, products offered, and required documentation to participate in the program. Enrollment for current employees must be completed by the first business day of December.

## ARTICLE 20 HEALTH INSURANCE

All eligible employees may participate in the USD 234 group health insurance plan. An eligible employee will be determined by using the guidelines set forth under the Affordable Care Act. Employees who have qualified for KPERS retirement may elect to continue participation in the district's health insurance group until the age of 65. No board contribution will be made towards a retiree's premiums. The retiree is expected to pay the full premium, based on the coverage chosen, that is being charged to the district. This premium may be different than what current employees are paying.

An employee may opt to waive out of the USD 234 group health insurance plan by completing a Health Insurance Waiver form (Attachment "L"). All employees who are eligible for health insurance must show proof of a qualified plan that meets the ACA guidelines. Employees taking the district's health insurance may apply to waive out of the group health plan anytime during the year if his/her spouse's group health plan open enrollment period does not align with the USD 234 plan year or pending Section 125 and HIPPA guidelines. An employee may opt to waive out of the group health insurance plan if that employee is covered by Medicare. Employees who opt out of the health insurance plan will not receive the board's contribution for health insurance.

## ARTICLE 21 GROUP HEALTH INSURANCE BENEFIT

The board-provided health insurance benefit for professional employees covers a 12-month period (plan year runs January 1 to December 31) and shall be renewable annually at the coverage level determined by the employee.

The district group health insurance coverage becomes effective September 1 of the year in which a new employee enrolls. For those employees who complete their employment contracts for the school year, the district's health insurance program continues for four months of benefits ending September 30 or until a former employee becomes eligible for group health insurance under a new employer's plan, whichever occurs sooner. Employees also have the option to elect coverage under the COBRA plan.

Should employment be terminated prior to the end of the employee's contract, health insurance coverage will stop at the end of the last month the employee works.

Should the district's group health insurance carrier require an end to coverage on the last day of the month the school year ends, the district will continue to pay its portion of the health insurance premium for a former employee as COBRA coverage until September 30 or until the former employee becomes eligible for group health insurance under a new employer's plan, whichever occurs sooner.

District employees with service of ten years or more who wish to continue district group health insurance coverage after retirement may do so pursuant to K.S.A. 12-5040. Written application filed with the Board Clerk shall be within 30 days after retirement of the employee. Coverage under the employee group health care benefits plan may cease to be made available upon (1) the retired employee attaining age 65 years, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

## ARTICLE 22 SALARY

- A. It is mutually agreed between the parties that salaries will be based upon the salary schedule shown as Attachment "A." Attachment "G," Salary Schedule for Extra Assignments; Attachment "H," Increments for Extra and Special Assignments; and Assignment "I," Special Assignment Schedule, reflect the salary and extra-duty assignment pay schedules. All salaries paid to employees shall be in accordance with these schedules.
- B. Full-time teachers with a full-year contract who have perfect attendance will be given a \$125 bonus at the completion of that contract.
- C. Newly hired part-time teachers' salaries will be figured on a pro-rated percentage based on actual number of minutes under contract. This would not apply to current part-time teachers who will be "grandfathered." Their salaries will be computed fractionally as they have been.
- D. An optional salary advance to teachers new to the district will be available (Attachment "J").

- E. All licensed contracts will be figured in days.
- F. All staff will participate in direct deposit or a payroll card as the method of payment for contracted hours.
- G. If a salary placement is contested, proof must be provided for the correct placement within ten calendar days of the contract deadline date.

ARTICLE 23  
REVISION OF TEACHER CONTRACT

The parties do mutually agree that the present teacher's contract may be reviewed and amended (Attachment "A").

ARTICLE 24  
INSERVICE CREDITS

The Kansas State Department of Education has developed a program whereby an employee may sign up and take the approved inservice credit work and inservice points will be awarded. Twenty points will equal one hour of college credit. A plan has been adopted whereby approved credit hours obtained by the employee through this inservice plan will be applied to determine that particular employee's position on the salary schedule. Only inservice points granted after the appropriate degree will be counted for movement on the salary schedule.

ARTICLE 25  
ASSOCIATION LEAVE

Fort Scott KNEA shall be provided with four days of paid leave per contract year to be used by teachers as determined by the Association. The President or Vice-President of the Fort Scott KNEA shall provide written notice to the Superintendent that such leave will be used. This written notice must be at least five days in advance of the use of Association leave, unless this requirement is waived by the Superintendent. In using the four days, the smallest amount that the Association may use at one time is three hours.

ARTICLE 26  
VOLUNTARY SICK LEAVE BANK

The Voluntary Sick Leave Bank was developed to provide continuing income for employees who are faced with major, catastrophic illness or injury and have exhausted all of their accumulated sick days. This pool is not designed to cover brief absences after sick leave is exhausted. Pregnancy is considered the same as any illness. Pregnancy is not subject to policy



unless complications occur with mother or child. On the Friday before the September payroll is due, an employee who so chooses may contribute one sick day to the Sick Leave Bank, such bank to be administered by a Sick Leave Bank Board consisting of a chairperson appointed by Fort Scott KNEA President on a yearly basis, or elected from within committee membership, and two participating members from each building, with at least one of those members also being a member of Fort Scott KNEA. Any employee hired after the Friday before the September payroll deadline will be given an opportunity to make a contribution to the Sick Leave Bank.

In the event an employee has exhausted all personal and accrued sick leave, a request for sick leave may be submitted to the Sick Leave Bank Board. Requests may also be considered for illness of a member's immediate family (spouse, child, parent). To obtain approval from the Sick Leave Bank Board, the member shall be required to provide a physician's statement with pertinent information certifying the member as incapable of performing duties as a result of an accident or illness for three or more consecutive school days. In the case of requests being made for illness of immediate family members, evidence must be submitted to verify the critical health care need which requires the employee's presence for care for three or more consecutive school days. In the case of extreme special incidents or extraordinary conditions, the Sick Leave Bank Board may approve an absence of less than three consecutive school days. Upon the Bank Board's approval, the district shall credit the participating member with leave from the Sick Leave Bank. This request should be submitted to the chairperson of the Bank Board by the fifth of the month to allow processing time before that month's payday. Requests received by the fifth of the month will be considered at a regularly scheduled monthly meeting to be held on the second Monday of each month. A meeting will be called only if there are claims. Requests made by the fifth will be processed by the sixteenth, the payroll date. A copy of this document will be sent out with each decision. Requests for time of less than one school day will not be considered.

The number of Sick Leave Bank days that shall be awarded to any one member shall be limited to ten days in any one school year. A Sick Leave Bank member may not be in debt more than 140 hours to the Sick Leave Bank. In the case of extreme special incidents or extraordinary conditions, the Sick Leave Bank Board may approve donations to be given on a strictly voluntary basis by Sick Leave Bank members to a member who has exhausted all personal sick days and has borrowed the maximum number of days from the Sick Leave Bank for that year. Only those employees contributing to the pool will be eligible to apply for days from the pool or to receive voluntary donations of time from other Sick Leave Bank members. A request for donations will be sent to all buildings. Employees who choose not to participate in the Sick Leave Bank will not be eligible to donate or receive time donated by other employees.

Employees who are provided with time from the Sick Leave Bank will be required to repay the Sick Leave Bank for the borrowed days. The minimum repayment rate will be two days per year. If the nature of the illness or injury is such that the employee is unable to return to work, no repayment will be required. If an employee leaves district employment before repaying borrowed time, he/she would be requested to repay the balance from his/her final settlement.

If, at any time during a school year, the number of total days in the Sick Leave Bank falls to ten days fewer than the number of participants, an open enrollment would be declared for



those who had not previously participated in the Sick Leave Bank. If the number of unused days does not then meet the required level, current participants will be asked to contribute an additional day if they have at least three days of their own sick/personal left. Members unable to contribute at that time would be asked to contribute the additional day at the beginning of the following school year.

At the beginning of each school year, the Sick Leave Bank days shall include all remaining unused days carried over from the previous year, and those days repaid by members who have borrowed time during previous years. In addition, the following provisions shall exist:

1. If the number of unused days in the Sick Leave Bank is ten days fewer than the number of participants, all participating members shall be asked to contribute one day. If a member chooses not to contribute this day, membership should be cancelled. In no case will any days previously contributed to the Sick Leave Bank be refunded.
2. If the number of unused days is more than the number of participants, those days shall be carried over and only new participants will be asked to contribute.

The Sick Leave Bank Board shall be given a written accounting of its accumulated Sick Leave Days in September and May of each school year.

ARTICLE 27  
EARLY RETIREMENT AND 403(b) EMPLOYER MATCH PLAN

The USD 234 early retirement plan was phased out in exchange for a 403(b) match plan as of July 1, 2019. The provisions of the early retirement plan are only available for those employees eligible for early retirement by June 30, 2024. All other employees will be eligible for the 403(b) match plan. Employees qualifying for the early retirement plan who choose to participate in the 403(b) match plan instead must opt into the match plan by January 1, 2020.

EARLY RETIREMENT

An employee is eligible for early retirement if such person: (a) is currently a professional licensed employee of USD 234 and is currently an active member of the Kansas Public Employees Retirement System (KPERS); (b) will be at least 55 years of age and not more than 64 years of age on or before June 30 of the retiring year or has a combined age and KPERS service which equals 85 “points”; (c) has 15 years or more of employment service with the USD 234 School District; and (d) has 15 years or more of service credit recognized by the Kansas Public Employees Retirement system (KPERS). Early retirement is entirely voluntary and at the discretion of an eligible employee.

Eligibility for early retirement will be determined by the USD 234 records. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.

1. Application: An employee may apply for early retirement by giving written notice to the Superintendent. Such written notice shall be submitted on or before the first day of January preceding the anticipated retirement date, except in emergencies approved by the Board, and shall include the following information:

- (A) A statement of the applicant's desire to take early retirement.
- (B) The anticipated date of retirement.
- (C) The applicant's birth date and age on the date of retirement.
- (D) The current mailing address and telephone number of the applicant.
- (E) The number of years the applicant has been employed by the school district.
- (F) The total number of years of service credit recognized by KPERS.
- (G) The applicant's current base contract salary.

The Board may approve or deny any application for early retirement. Following final action by the Board, the Superintendent shall notify the applicant in writing of the final disposition and the date and amount of annual retirement benefits to be paid, if applicable.

2. Early Retirement Benefits: The annual early retirement benefit for employees shall be a sum of money as shown below. Early retirement benefits for a part-time employee will be a percentage of the sum of money shown below equal to the same percentage computed of a full-time position on the salary schedule. Payments will be made as shown each year with the last payment following the 64th birthday or as per Section 3-(C) of this policy.

The amount paid will be \$5,000 per year for a five-year maximum total of \$25,000. The employee must retire before age 61 to receive the full five years of benefits.

During the school year the Board Clerk or designee shall, upon request, calculate and determine the annual early retirement benefit for each employee who is eligible for early retirement. The early retirement benefits will be calculated based upon the age of the employee as of his/her official retirement date with KPERS. The amount of the annual early retirement benefit shall be recorded in the employee's file.

3. Terms and Conditions: The following terms and conditions shall apply to the school district's early retirement plan:

(A) As used in this policy, the term "school year" means that period of time from July 1 through June 30.

(B) Early retirement payments will be placed in a 403(b) Plan by the school district annually in a lump sum in January of each school year, saving the retiring teacher and the Board social security tax. The school district may elect to pay out the sum due the teacher each year in July. The teacher would then meet with the company representative at retirement to determine whether to pull out his/her money or leave funds in for investment purposes and to defer state and federal tax. If withdrawn right away, state and federal tax would then be paid, but the teacher would still have saved social security tax. If the money is left in the 403(b) Plan, the teacher would work with the representative on kinds of investments available. If the retiring

teacher has another company he/she wants to work with, he/she can roll over the money to that company for investment in a 403(b) Plan or IRA.

(C) All early retirement benefits shall automatically terminate at the end of the school year in which the employee reaches age sixty-four, or at the end of a five-year period if the employee retires at the ages of 55, 56, 57, 58, or 59 or under the 85 “points” plan.

(D) An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.

(E) Anyone receiving USD 234 retirement benefits shall be eligible for employment by USD 234. Retired employees will engage in the application process and will be given no special preference. Upon employment, the retired employee will no longer be eligible for any future USD 234 early retirement benefits. USD 234 early retirement benefits are not affected by substitute teaching assignments and other special assignments determined by the needs and approval of the Board.

(F) This early retirement plan will provide payments only to those employees who have formally retired and are drawing benefits under KPERS.

(G) If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless revised and readopted by the Board.

(H) Upon the death of the teacher receiving benefits, all provisions of this incentive will terminate.

#### MATCH PLAN PROVISIONS AND GROUPS

USD 234 will provide a match plan for the employees who are eligible for the district’s benefits. The match plan will be provided in a salary-deducted 403(b) retirement plan offered through USD 234. All licensed employees will fall into one of three employee groups.

Group 1: Those employees eligible for early retirement in 5 years or less. This includes those employees eligible for early retirement no later than June 30, 2024.

Employees in Group 1 may stay on the early retirement plan. Employees in Group 1 may choose to opt into Group 2. To be eligible for the provisions of Group 2, employees must opt in no later than January 1, 2020. The employee will not receive the match until they have opted in. Once an employee has opted into Group 2, they are no longer eligible for the early retirement plan. Should the employee not opt into Group 2 and then become ineligible for the early retirement plan, the employee may opt into Group 3 and receive a 1:1 match.

Group 2: Those eligible for early retirement in 6 to 10 years. This would be those employees eligible for early retirement no later than June 30, 2029.

Employees in Group 2 are allowed a 3:1 match. The employee contributes a minimum of \$25 per month, and then USD 234 will contribute up to \$75 per month; or a maximum of \$35 per month, and then USD 234 will contribute up to \$105 per month.

Group 3: All other licensed staff.

Employees in Group 3 are allowed a 1:1 match. The employee contributes a minimum of \$25 per month, and then USD 234 will contribute up to \$25 per month; or a maximum of \$35 a month, and then USD 234 will contribute \$35 per month.

#### VESTING SCHEDULE

The employee's 403(b) money in the account will always belong to the employee. The below vesting schedule is only for USD 234's matching 403(b) portion and is based on continuous years of service for USD 234. As the employee continues to work for USD 234, he/she will continue to earn a percentage of USD 234's match money based on the schedule below. Employees currently with 10 years of continuous service to USD 234 will be 100% vested immediately upon participation.

<u>Continuous Years Worked for USD 234</u>	<u>USD 234's Match Money</u>
0 to 5 years	0%
Completion of 6 years	25%
Completion of 8 years	50%
Completion of 10 years	100%

If an employee leaves the district before being 100% vested, the portion of the school's match money that is not vested will be retained by the district to be put towards future matches.

#### ENROLLMENT IN 403(b) MATCH PLAN

- (A) The match plan will become available October 1, 2019.
- (B) Employees from Group 2 and 3 may opt into the match plan during the year, not just during open enrollment.
- (C) If the employee already has a Security Benefit SFR 403(b) account, the employee will not need to do anything; the employer match money will be put into the existing account.
- (D) If an employee has an existing 403(b) account with another approved plan provider, the employee will be able to continue to invest into that account, but the employee will need to set up a Security Benefit 403(b) account for the district's portion.

### ARTICLE 28

#### FAIR DISMISSAL OF TEACHERS

1. The Board and Fort Scott KNEA agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

2. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline for any reason except as protected by constitutional or other nondiscrimination protections.
3. In the fourth year of teaching with the district, teachers shall have earned non-probationary status. At its discretion, the Board may earlier and formally grant non-probationary status to any teacher.
4. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forward by the Board 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.
5. If the proposed nonrenewal is to be based on poor job performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed, but the final decision on the plan rests with the principal.
6. If the nonrenewal is based on other reasons including disciplinary factors or reduction in force, those separate procedures as outlined in the agreement shall be followed.
7. If the non-probationary teacher is non-renewed, he/she shall be notified by certified mail prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The non-renewed teacher will have fourteen calendar days from the receipt of the letter to file a written request for a hearing. The teacher may be accompanied by someone during the hearing. Legal representation will be prohibited. The hearing will be conducted in executive session, by the Board, who will make the final decision.

ARTICLE 29  
GRIEVANCE POLICY

Definitions:

1. Grievance: A complaint by a teacher, group of teachers, or Fort Scott KNEA, based on an alleged violation, misinterpretation, or misapplication by the district of licensed personnel matters involving a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.
2. Aggrieved Person: The person, persons, or Fort Scott KNEA making the complaint.
3. Party in interest: The person, persons, or Fort Scott KNEA making the complaint



and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures. Any grievance above level one shall be monitored by a representative of Fort Scott KNEA, or its designee, to ensure that all provisions currently set forth are honored.

Procedure:

In general, the adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual written consent of the aggrieved person and the person or persons by whom his/her grievance is being considered.

Level One:

Within twenty school days from the date of awareness of a problem, the aggrieved person must first discuss the problem with his/her principal or other immediate superior. During this discussion, the aggrieved person, either directly or through Fort Scott KNEA's grievance representative, shall seek to resolve the matter informally.

Level Two:

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five school days after discussion of the grievance, he/she may file the grievance in writing within ten days of the Level One response simultaneously with Fort Scott KNEA, or its designee, and the Principal.
- B. Within five school days after receipt of the written grievance by the Principal, the Principal will meet with the aggrieved person and the representative of his/her choice in an effort to resolve it. The grievance shall be monitored by a representative of Fort Scott KNEA, or its designee, who shall be present to ensure that all provisions currently set forth are honored. The Principal shall submit his/her decision in writing to the aggrieved person and Fort Scott KNEA, or its designee, within five school days after the meeting.

Level Three:

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance at

Level Two, he/she may file the grievance within ten school days of the Level Two response with Fort Scott KNEA, or its designee, for transmittal to the Superintendent.

- B. Within five school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and the representative of his/her choice in an effort to resolve it. The grievance shall be monitored by a representative of Fort Scott KNEA, or its designee, who shall be present to ensure that all provisions currently set forth are honored. The Superintendent shall submit his decision in writing to the aggrieved person and Fort Scott KNEA, or its designee, within five school days of the meeting.

#### Level Four:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance within ten school days of the Level Three response with Fort Scott KNEA, or its designee, for transmittal to the Board. Within 45 school days of the receipt of the written grievance by the Board, the Board will meet the aggrieved person and the representative of his/her choice in an effort to resolve it. The grievance shall be monitored by a representative of Fort Scott KNEA, or its designee, who shall be present to ensure that all provisions currently set forth are honored. The Board shall submit its decision in writing to the aggrieved person and Fort Scott KNEA, or its designee, within five school days.

#### Rights of Teachers to Representation:

1. No reprisals of any kind will be taken by the Board or by any member or representative of the administration against any aggrieved person, any party in interest, any Grievance Representative, any member of the Member Legal Services Commission, or any participant in the grievance procedure by reason of such participation.
2. A teacher may be represented at all stages of the grievance procedure by himself/herself or the representative of his/her choice. The grievance shall be monitored by a representative of Fort Scott KNEA, or its designee, who shall be present at all levels above level one to ensure that all provisions currently set forth are honored. If a teacher chooses to be represented by someone other than a Fort Scott KNEA representative or its designee, Fort Scott KNEA, or its designee, shall have the right to be present and to state its views at all stages of the grievance procedure above level one.

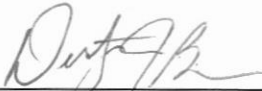
### ARTICLE 30 COMPLETE AGREEMENT

This contract contains all of the agreements, covenants, stipulations, and understandings of the parties with respect to the terms and conditions of professional service and with respect to all other matters dealt with herein. No officer, agent, or representative of either of the parties has authority to make representations or agreements in conflict herewith and not included herein that will affect the rights of the parties

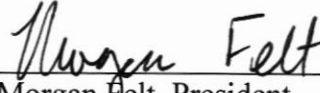
IN WITNESS WHEREOF, the parties have executed this agreement at Fort Scott, Kansas, this first day of July, 2022.

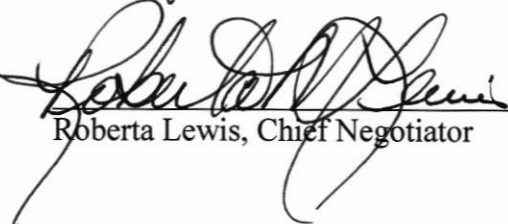
BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT NO. 234

  
\_\_\_\_\_  
Danny Brown, President

  
\_\_\_\_\_  
Destry Brown, Superintendent &  
Chief Negotiator

FORT SCOTT KNEA  
TEACHERS' ASSOCIATION

  
\_\_\_\_\_  
Morgan Felt, President

  
\_\_\_\_\_  
Roberta Lewis, Chief Negotiator



**USD 234  
SALARY SCHEDULE**

1. The salary schedule shall be the basis upon which the salaries of teachers and school nurses are determined.
2. Certified employees employed longer than the regular contract year will have their contract figured in days.
3. A teacher new or recalled to the system may receive one year's credit for each year of previous teaching experience in an accredited public/private school or institution of higher learning. This credit shall not exceed the highest step on the current salary schedule. The previous teaching experience must have been at least half time for at least one full semester to earn credit for the teacher. A recalled teacher will not lose any steps previously earned in USD 234.
4. Graduate level courses and degrees that can be used for relicensure and are from regionally accredited institutions will count toward salary schedule advancement. Other graduate or undergraduate courses that have received prior written approval by the Superintendent will also count. Strong consideration will be given to graduate or undergraduate classes that pertain to the teaching field of the teacher and can lead to relicensure in an area taught in the district. Prior-approved inservice points will also count toward salary schedule advancement. Points earned through another state's inservice plan shall not be used for placement or movement on the salary schedule.
5. Hours counted for moving on the salary schedule are computed only after the teacher has received his/her teaching degree or certification.
6. To move to BS+15, BS+40, MS+15, or MS+40, only hours and inservice points earned after the date that the appropriate degree was earned will be counted for movement on the salary schedule. Official transcripts of college hours and inservice points will be used to determine the date a degree is earned and the date that hours or inservice points are earned.
7. Beginning with the 2004-05 school year, inservice points may count for up to and including 60% of the requirements needed to move from one column to the next for those who are moving to the BS + 15 or BS + 40 columns. Beginning with the 2021-22 school year, there will not be a minimum requirement of college classes needed for movement for those with a masters's degree seeking to move to MS + 15 and/or MS + 40.
8. A teacher may move down only one step on the salary schedule per year even when the teacher is moving from one column to the next.
9. Based on college transcripts submitted to the district, a teacher may be eligible for either the Specialist Degree increment or the Doctor's Degree increment, but not both.
10. To be considered for salary schedule advancement, transcripts of college hours and inservice points must be submitted to the district office by September 1 of the contract year for which they will apply. If the transcript is delayed due to no fault of the teacher, verification by the Superintendent of the successful completion of the course work will suffice, pending receipt of the transcript.
11. No step movement (vertical) occurred from 2010-11 to 2011-12 on the salary schedule. Horizontal movement (column movement) occurred from 2010-11 to 2011-12 on the salary schedule. For the 2011-12 school year only, an off-schedule bonus of \$400 was given to all returning teachers early in the school year. Another off-schedule bonus of \$400 for all teachers was given in November.
12. On June 29, 2012, both parties met and agreed to the payment of lost steps from the following years: 2009-10, 2010-11, 2011-12.
13. In 2012-13, teachers received a 1% raise, one step, and advanced degrees. In addition, teachers who did not receive a check to make up steps at the end of the 2011-12 year were paid a one-time stipend of ½% in November.
14. Money for dual credit courses will be divided one-third to teacher(s) involved and two-thirds to the scholarship fund at the high school. The district, if it so chooses, can use the two-thirds portion of this money for general expenses. There will be an explanation on the scholarship certificate that acknowledges the source of the money.

Base \$ 41,506

**USD 234 SALARY SCHEDULE  
2022-23**

STEP	BS	BS+15	BS+40	MS	MS+15	MS+40
1	\$41,506	\$42,543	\$43,788	\$44,825	\$46,069	\$47,106
2	\$42,025	\$43,062	\$44,307	\$45,343	\$46,587	\$47,625
3	\$42,543	\$43,581	\$44,825	\$45,862	\$47,106	\$48,143
4	\$43,062	\$44,099	\$45,343	\$46,380	\$47,625	\$48,662
5	\$43,581	\$44,618	\$45,862	\$46,898	\$48,143	\$49,180
6	\$44,099	\$45,136	\$46,380	\$47,417	\$48,662	\$49,699
7	\$44,618	\$45,655	\$46,898	\$47,936	\$49,180	\$50,216
8	\$45,136	\$46,172	\$47,417	\$48,455	\$49,699	\$50,735
9		\$46,691	\$47,936	\$48,972	\$50,216	\$51,354
10		\$47,209	\$48,455	\$49,491	\$50,735	\$52,411
11		\$47,729	\$48,972	\$50,009	\$51,255	\$53,466
12		\$48,247	\$49,491	\$50,528	\$51,773	\$54,523
13		\$48,765	\$50,009	\$51,070	\$52,454	\$55,580
14		\$49,284	\$50,785	\$52,001	\$53,421	\$56,637
15		\$49,802	\$51,679	\$52,930	\$54,392	\$57,693
16		\$50,453	\$52,573	\$53,862	\$55,358	\$58,750
17			\$53,467	\$54,794	\$56,325	\$59,807
18			\$54,361	\$55,722	\$57,290	\$60,865
19			\$55,629	\$56,653	\$58,259	\$61,920
20				\$57,958	\$59,224	\$62,976
21					\$60,565	\$64,033
22						\$65,462

**Increments for Advanced Degrees:**

Specialist Degree - \$1,500

Doctor's Degree - \$2,800

Payments for Insurance - The amount of a single employee HSA plan. Currently, as of July 1, 2022, \$476.96.

**USD 234 – FORT SCOTT, KANSAS**

**LEAVE OF ABSENCE  
RELEASE FROM CONTRACT POLICY**

I understand that I must inform the Board in writing per state statute during the year of the leave, of my intentions as to employment for the next school year. Failure to respond per state statute terminates employment with USD 234.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Failure to sign does not release employee from the terms of the negotiated agreement.

**FORT SCOTT USD 234  
ADMINISTRATIVE COMPLAINT FORM**

Complainant: (Circle) Student Parent Patron Date \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Complaint:

Time: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Events: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Would the complainant be willing to have a conference with the employee involved?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Would the complainant give permission for the substance of this complaint to be used in a disciplinary/due process hearing? \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator Receiving Complaint

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

**USD 234  
ATHLETIC CONTEST WORKER PAY SCHEDULE  
2022-23**

Security	\$15.00
Supervisor	\$12.46
Starter	\$12.46
Timer	\$10.93
Spotter	\$10.93
Scorer	\$10.93
Public Address	\$10.93
Line Judge	\$10.93
Crowd Control*	\$10.93
Ticket Taker	\$10.93
Ticker Seller	\$10.93
Blood Control	\$10.93

\*Crowd control worker will only be necessary at very large events and post-season tournaments.

## INCLEMENT WEATHER

If school is dismissed because of inclement weather, the following procedure will be used:

1. First inclement weather day:

Teachers and all other certified personnel will not report to work.

2. Second inclement weather day:

Teachers and all other certified personnel will not report to work.

3. Third inclement weather day:

Teachers and all other certified personnel will not report to work.

4. Fourth and more inclement weather days:

Teachers and all other certified personnel will not report to work, make-up time will be required.

The negotiating teams will meet to discuss make-up options for inclement weather day or days as soon as possible after the fourth day is missed.

**USD 234  
SALARY SCHEDULE FOR EXTRA ASSIGNMENTS  
2022-23**

**Directly Involving Students:**

	Per Hour
Teachers substituting during planning period.....	\$20.00
Homebound Instruction.....	\$20.00
Summer School Teaching.....	\$20.00
Adult Education.....	\$20.00

**Other:**

Summer Curriculum Work.....	\$13.25
Preparation of Student Contracts.....	\$13.25
Presentations Outside the District.....	\$13.25
Technology Assistant.....	\$13.25

**USD 234  
2022-23  
INCREMENTS FOR EXTRA AND SPECIAL ASSIGNMENTS  
WITH EXPERIENCE FACTOR**

<b>Step</b>	<b>Percentage Above Scale</b>
1	0
2	4
3	6
4	8
5	10
6	12
7	14
8	16
9	18
10	20
11	22
12	24
13	26
14	28
15	30
16	32
17	34

1. Placement on the index schedule for supplemental assignments will be made according to the number of years' experience supervising an activity in that particular group. The three groups are:
  - A. Athletics
  - B. Music
  - C. Other Duties

The step will be the same for any of the activities within that particular group on the scale.

2. Teachers who are assigned to a paid extra duty activity will start on Step 1, if they have no experience.
3. Persons who are assigned a paid extra duty activity will be placed on the schedule according to experience supervising an activity in that particular group in the previous schools where they have taught (not above Step 10 except by Board action).
4. Persons who stop coaching or a particular duty in the system and decide to re-enter an activity in that same group will start on the same step where they terminated previously.
5. Increase of the previous year's salary must be negotiated on an annual basis.



**USD 234**  
**SPECIAL ASSIGNMENT SCHEDULE**

1. The filling of all positions is at the discretion of the administration and the Board.
2. Additional existing supplemental assignment positions with salary commensurate with the current negotiated agreement may be added on a one-year basis with Board approval.
3. Additional assistants will be hired on a day-to-day basis for the first week and then retained as needed according to the count at the end of the week.

USD 234  
SPECIAL ASSIGNMENT SCHEDULE - 2022-2023

I. ATHLETICS/ACTIVITIES					
High School			MIDDLE SCHOOL		
Head Football	3500	Summer Conditioning Coor	2300	Head Football	2000
Asst. Football	2400	Summer Cond	1000	Asst. Football	1800
Asst. Football	2400	Summer Cond	1000	Asst. Football	1800
Asst. Football	2400	Summer Cond	1000	Asst. Football	1800
Asst. Football	2400	Summer Cond	1000		
Asst. Football	2400	Winter Conditioning	500	Head Boys Basketball	2000
Asst. Football	2400	Spring Conditioning	500	Asst. Boys Basketball	1800
				Asst. Boys Basketball	1800
Head Girls Basketball	3500	Head Volleyball	2700	Asst. Boys Basketball	1800
Asst. Girls Basketball	2400	Asst. Volleyball	1900		
Asst. Girls Basketball	2400	FR Volleyball	1900	Head Girls Basketball	2000
Asst. FR Girls Basketball	1700	Asst. FR Volleyball	1500	Asst. Girls Basketball	1800
				Asst. Girls Basketball	1800
Head Boys Basketball	3500	Head Baseball	2400	Asst. Girls Basketball	1800
Asst. Boys Basketball	2400	Asst. Baseball	1800		
Asst. Boys Basketball	2400	Asst. Baseball	1600	Head Cross Country	2000
Asst. FR Boys Basketball	1700	Asst. Baseball	1600		
				Head Wrestling	2000
Head Wrestling	3200	Head Softball	2400	Asst. Wrestling	1800
Asst. Wrestling	2200	Asst. Softball	1800	Asst. Wrestling	1800
*Asst. Wrestling	1900	Asst. Softball	1600		
*Asst. Wrestling	1900	Asst. Softball	1600	Head Volleyball	2000
				Asst. Volleyball	1800
Head Girls Tennis	2200	Head Soccer	2400	Asst. Volleyball	1800
Asst. Girls Tennis	1300	Asst. Soccer	1600	Asst. Volleyball	1800
Head Boys Tennis	2200	Head Girls Swimming	2400	1st Session Intramural Coach	1000
Asst. Boys Tennis	1300	Head Boys Swimming	2400	1st Session Intramural Coach	1000
				2nd Session Intramural Coach	1000
Head Boys Golf	2200			2nd Session Intramural Coach	1000
Asst. Boys Golf	800			3rd Session Intramural Coach	1000
				3rd Session Intramural Coach	1000
Head Girls Golf	2200				
Asst. Girls Golf	800			4th Session Track Coordinator	1300
				4th Session Track Coach	1200
Head Boys Track	2400			4th Session Track Coach	1200
Head Girls Track	2400				
Asst. Track	1900			Summer Conditioning Coordinator	1000
Asst. Track	1900			Summer Conditioning	800
Asst. Track	1900			Summer Conditioning	800
Asst. Track	1600				
Asst. Track	1600				
Head Cross Country	2200				
Asst. Cross Country	1500				

**USD 234  
SPECIAL ASSIGNMENT SCHEDULE - 2022-2023**

<b>II. MUSIC</b>		<b>III. OTHER DUTIES (Cont.)</b>		<b>YEARLY STIPEND</b>	
<b>HIGH SCHOOL</b>		Scholar Bowl	1100	MS Activities Director	8000
Band Pres	2000	Asst. Scholar Bowl	550	AP Teacher	500
Musical	1100	Science Club	600	Mentor Teacher	500
Orchestra	1300	SkillsUSA	900		
Pep Band Pres	800	Senior Sponsor	1000	ESOL Coordinator	1250
Vocal Pres	1700	Junior Sponsor	1000		
		Sophomore Sponsor	300	EW Building Test Coordinators	500
<b>MIDDLE SCHOOL</b>		Freshman Sponsor	300	MS Building Test Coordinators	500
Band	700	Student Council	1400	HS Building Test Coordinators	500
Orchestra	800	Thespians Club	900	DLM Building Test Coordinators	500
Vocal Pres	1000	Yearbook	1200		
				Guiding Coalition Team:	
<b>ELEM SCHOOLS</b>		<b>MIDDLE SCHOOL</b>		HS CTE	500
EW Vocal Pres	500	Art Gallery	600	HS ELA	500
WS Vocal Pres	500	Building Wellness Coordinator	600	HS Fine Arts	500
		Deten Rm-1st Sem	1500	HS Intervention	500
<b>III. OTHER DUTIES</b>		Deten Rm-2nd Sem	1500	HS PE	500
<b>HIGH SCHOOL</b>		Drama Director	800	HS Math	500
Art Club	600	Gym Supervisor	600	HS Science	500
Art Gallery	700	Gym Supervisor	600	HS Social Studies	500
Audiovisual Coor	800	History Day	400	HS Special Education	500
Building Wellness Coord.	600	PDC	600	MS Fine Arts	500
Cheerleading	2100	Photographer	300	MS PE	500
Asst. Cheerleading/Pep	1200	PRIDE	1100	MS Exploratory	500
Dance Team	1600	Scholar Bowl	300	MS 8th	500
Debate	2900	Yearbook Sponsor	300	MS 7th	500
Asst. Debate	1900			MS 6th	500
Asst. Debate	1900	<b>ELEM SCHOOLS</b>		EW 5th	500
Detention Rm-1st Sem	1500	Art Shows-EW	300	EW 4th	500
Detention Rm-2nd Sem	1500	Art Shows-WS	300	EW 3rd	500
Ed Rising	600	Building Wellness Coord - EW	600	EW Intervention	500
FCCLA Sponsor	1100	Building Wellness Coord - WS	600	EW Title	500
FFA Sponsor	2000	Geography Coord-EW	300	EW Specials	500
FFA Sponsor	2000	Jr. Great Literature-WS	400	WS 2nd	500
Forensics	2900	Leadership Club - EW	300	WS 1st	500
Asst. Forensics	1900	Leadership Club - WS	300	WS Kindergarten	500
Asst. Forensics	1900	PDC - EW	600	WS Intervention	500
Fut Bus Leaders of Am	900	PDC - WS	600	WS Title	500
Global Cultural & Diversity Club	600	Safety Patrol - EW	400	WS Specials	500
Gym Supervisor	800	Safety Patrol - WS	400		
History Club	400	Volunteer Coord - WS	300		
Key Club	700				
Math Club	600	<b>DISTRICT</b>			
Natl Foren League/Deb	300	District Wellness Coord	1100		
Natl Foren League/For	300				
Natl Honor Society	600				
Newspaper	1000				
PDC	600				
Physics Club	600				
Play #1 Musical	1100				
Play #1 Musical Asst.	800				
Play #1 Musical Asst.	800				
Play #2	1100				
PRIDE	1400				

# Unified School District 234

424 South Main  
Fort Scott, KS 66701-2697  
[www.usd234.org](http://www.usd234.org)  
620-223-0800 Fax 620-223-2760

**DESTRY BROWN**  
Superintendent



TO: Teachers New to USD 234  
FROM: Destry Brown, Superintendent  
RE: Advance Pay

The USD 234 Board of Education and the Fort Scott KNEA have agreed to offer all teachers new to the district a one-time advance payment of their salary. The payment will be one-half of your gross monthly amount less taxes and deductions. The check will be available at or around August 20th.

The balance of your September monthly payroll salary, less deductions and taxes, will be disbursed on or about September 20<sup>th</sup>. All remaining paydays for October through August will be made on or about the 20<sup>th</sup> and will be for an amount equal to 1/12 of your salary.

This salary advance payment is optional and is for new teachers only. If you wish to participate in this advance payment, please sign and date below and return this sheet to the central office.

\_\_\_\_\_ Yes, I wish to receive this one-time advance salary payment. I understand the regular September payroll amount will be reduced by this advance payment amount. The advance payment is subject to taxes and KPERS.

\_\_\_\_\_ No, I do not wish to participate in the advance payment option. I would like to receive my first check in September. This will be 1/12 of your contracted amount.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Unified School District 234

424 South Main  
Fort Scott, KS 66701  
[www.usd234.org](http://www.usd234.org)  
620-223-0800

## 2022-2023 Contract

For office use only		Payroll Group:	
		WC Code:	
		Hourly Rate:	
Code	%		Total
	100%	\$	-
		100%	\$ -

This original copy must be signed and returned to the Board of Education by:

**8/31/2022**

Name: Last, First

Date: **7/1/2022**

You are hereby notified that the Board of Education of Unified School District 234 has elected you to a position in its schools for the school year 2022-2023, subject to the following provisions:

- The contract of employment established by the written acceptance of this offer will be effective from 7/1/2022 and will run through 6/30/2023
- The services to be performed by Teacher shall be as determined and assigned by the Superintendent of Schools, subject to the order, rules, and regulations of the Board of Education. The Board of Education reserves the right to transfer or reassign Teacher to any other school or any educational project or program of the school district.
- As a condition to entering or continuing employment as provided by law, Teacher is required to submit a certification of health signed by a licensed physician, the expense thereof to be borne by Teacher.
- This contract is contingent upon Teacher being and remaining certificated during the term of employment with respect to the position for which Teacher is employed as provided by law.
- This contract is contingent upon Teacher registering teaching certificate with the Clerk of the Board of Education and filing an official copy of a transcript with the Office of the Superintendent of Schools. The transcript shall include all of the training which qualifies Teacher for the degree status for which the salary is determined on the salary schedule.
- No installment of salary will be paid until requirements under Subsections 3, 4, and 5 have been met.
- The salary specified by this contract will be payable in twelve (12) equal installments on or about the 20th day of each calendar month, beginning with the month of September.
- If for any cause the Teacher serves only a fractional part of the school year, the total payment for such service will be the same percentage of the total annual salary that the number of actual days of teaching bears to 175 days X 7 = 1225 hours.  
*(165 student contact days including 42.5 hours early release/collaborative time, 2 professional development days, 6 teacher work days, 2 parent/teacher conferences)*
- This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act and amendments thereof or supplements thereto respectively.
- This contract is further subject to and made a part of the terms and conditions of the Written Contract in Compliance with Kansas Professional Negotiations Act, which is in effect for the above-described school year.
- Special conditions: 0 ext. days X \$0.00 Hourly Rate X Hours per Day 7 = \$ -

### SCHEDULE OF SALARY

Description	Salary
	\$ -

**THE BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT 234  
FORT SCOTT, KANSAS**

By: \_\_\_\_\_  
Board President

**Total Salary \$ -**

Attest: \_\_\_\_\_  
Clerk of the Board of Education

A longevity pay will be paid to certified employees, hired on or before the beginning of the 2003-04 school year, who have completed 20 or more continuous years with USD 234 at the end of the 2022-23 school year. Thank you for your service!

The additional longevity pay to be paid as a part of the May 20th payroll will be: \$1,500.00

I have this \_\_\_\_\_ day of \_\_\_\_\_, 2022, accepted the above offer of employment.

2022-23 CONTRACT - ATTACHMENT "J"

\_\_\_\_\_  
Signature of Employee

**HEALTH INSURANCE WAIVER FORM**

*This is to certify that I have been given the opportunity to apply for group medical coverage through Unified School District 234 and I have elected not to apply due to coverage with a qualified group health plan.*

I understand that I have then waived my Unified School District 234 Board of Education contribution to health insurance.

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Date of Birth: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

\*\*\*\*\*

Insurance Provider Name \_\_\_\_\_

Group Number \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

**PLEASE ATTACH A COPY OF THE INSURANCE CARD**

Central Office Use Only:

Official Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Verifications Completed: \_\_\_\_\_

## 2022-23 CALENDAR

### UNIFIED SCHOOL DISTRICT 234 – FORT SCOTT, KANSAS

JULY 2022				
M	T	W	T	F
				1
(4)	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST 2022				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16a	17	18b	19
22	23	24	25	26
29	30	31		

SEPTEMBER 2022				
M	T	W	T	F
			1	2
(5)	6	7	8	9
12	13	14	15c	16
19	20	21	22	23
26	27	28	29	30

OCTOBER 2022				
M	T	W	T	F
3	4	5	6	7
10	11	12	13*	14
17d	18d	19	20	21
24	25	26	27	28
31				

NOVEMBER 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14c	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER 2022				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15*	16
19	20	21	22	23
26	27	28	29	30

School Quarters End	Student Contact Days
Oct. 13	39
Dec. 15	40
Mar. 2	41
May 17	45

#### No School

New Teacher Orientation	Aug. 8-9
Professional Development Day	Aug. 15
Work/Plan Days	Aug. 16-17
Labor Day	Sept. 5
Professional Development Day	Sept. 19
Work/Plan Day	Oct. 14
No School	Oct. 21
Thanksgiving	Nov. 23-25
Work/Plan Day	Dec. 16
Christmas Vacation	Dec. 19-30
No School	Jan. 2
No School	Jan. 16
President's Day	Feb. 20
Work/Plan Day	Mar. 3
No School	Mar. 10
Spring Break	Mar. 13-17
Good Friday	Apr. 7
No School	Apr. 10
Work/Plan Day	May 18

Early Release Days – Every Wednesday

- a. Evening open house - Aug. 16
- b. First day of school - full day – Aug. 18
- c. Progress reports computed
- d. Parent-teacher conferences in evening
- e. Last day – full day for Seniors
- f. Last day – full day for PreK-11

— School not in session

( ) Administrative offices closed

□ Professional Development Day – No School

○ Work/Plan Day – No School

△ Early Release

\* End of quarterly school period

JANUARY 2023				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31c			

FEBRUARY 2023				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
(20)	21	22	23	24
27	28			

MARCH 2023				
M	T	W	T	F
		1	2*	3
6d	7d	8	9	10
(13)	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL 2023				
M	T	W	T	F
3	4	5	6	7
10	11c	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY 2023				
M	T	W	T	F
1	2	3	4	5e
8	9	10	11	12
15	16	17f*	18	19
22	23	24	25	26
(29)	30	31		

JUNE 2023				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Certified staff duty days – 175  
 Student contact days – 165  
 Early Release/Collaborative Time – 42.5 hrs.  
 Professional Development Days – 2  
 Work/Plan Days – 6