

**2021-2023**

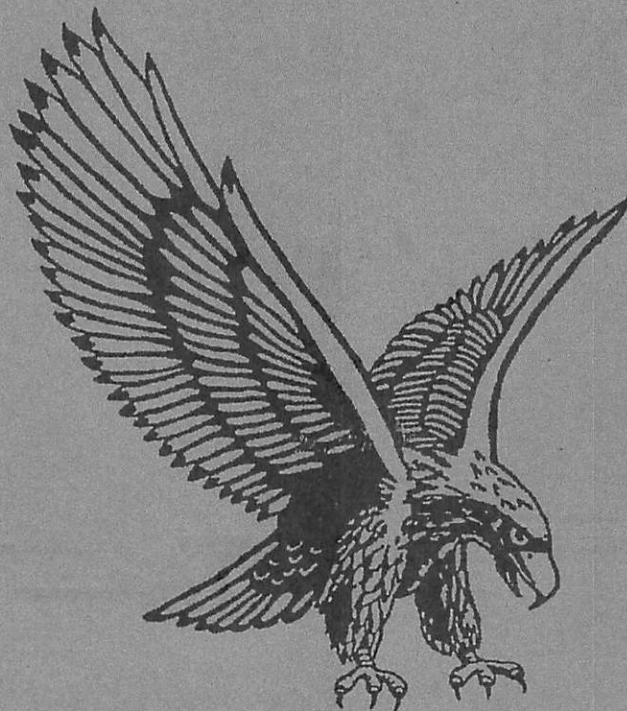
***NEGOTIATED AGREEMENT***

*between the*

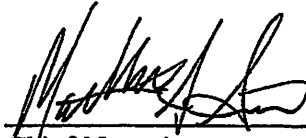
*USD 315 Colby Public Schools Board of Education  
Thomas County  
Colby, Kansas*

*and*

*KNEA Colby*

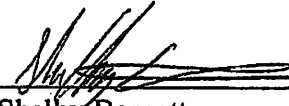


The attached 2021-23 negotiated agreement was approved by KNEA Colby negotiating team on May 10, 2021.



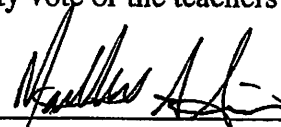
Chief Negotiator  
Matt Sims  
KNEA Colby

The attached 2021-23 NEGOTIATED AGREEMENT was approved by USD 315 Board of Education, Thomas County, Kansas negotiating team on May 10, 2021.

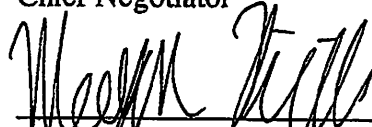


Shelby Barnett  
USD 315 Board of Education  
Chief Negotiator

Approved by KNEA Colby and teachers by a majority vote of the teachers on:  
July 15, 2021.

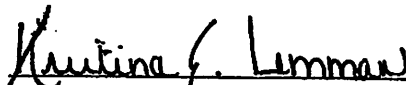


Matt Sims,  
KNEA Colby  
Chief Negotiator



KNEA Colby representative  
Executive Committee

Approved by the USD 315 Board of Education, Thomas County, Kansas on:  
July 19, 2021.



Kristina E Lemman  
President  
USD 315 Board of Education

ATTEST:



Janel K Andrews  
Clerk, USD 315 Board of Education

7-19-2021  
Date

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## **ARTICLE 1.0 DEFINITIONS**

### **Section 1.1 Terms**

- 1.1.1 **ADMINISTRATION:** Any employee so designated by the Board of Education as employed in an administrative position
- 1.1.2 **ASSOCIATION:** KNEA Colby
- 1.1.3 **BOARD:** The Board of Education of Unified School District No. 315, Thomas County, Kansas aka USD 315 Board of Education
- 1.1.4 **DAYS:** Except when otherwise indicated, days shall mean working school days
- 1.1.5 **DISTRICT:** Unified School District No. 315 aka USD 315 aka Colby Public Schools
- 1.1.6 **SUPERINTENDENT:** Superintendent of Schools of Unified School District No. 315, Thomas County, Kansas
- 1.1.7 **TEACHER:** Those employees of the Board serving in positions which require a license issued by the State Board of Education, but shall not mean any employee serving in an administrative position. The term teacher, professional employee, employee may be used interchangeably but shall mean the same.
- 1.1.8 **DAILY RATE:** One, divided by the number of days in the teacher's annual base contract, times his/her salary
- 1.1.9 **SALARY DEDUCT:** A salary deduct will be an amount equal to the daily rate
- 1.1.10 **CONTRACT DAY:** The teacher's contract day includes the period from the required arrival time at school until the time when the teacher may depart. Further, the contract day may be extended as provided for in ARTICLE 5.0 Hours and Amounts of Work Section 5.4 Extended Contract Day.
- 1.1.11 **SCHOOL DAY:** The school day includes the time from when classes begin until the time when classes end for the day
- 1.1.12 **CONTRACT YEAR:** The number of days in the teacher annual contract as provided for in ARTICLE 5.0 Hours and Amounts of Work Section 5.2 Number of Contract Days
- 1.1.13 **YEARS OF SERVICE:** Years of service refer to the number of years that a teacher has been employed as a full-time or part-time teacher. Vertical steps are only an experience factor and do not necessarily reflect the actual number of years taught.
- 1.1.14 **RECOGNIZED SERVICE CREDIT:** Teaching experience that is at least one-half (.5) time or more will be recognized for experience credit on the salary schedule. Further, a teaching assignment of less than full-time but one-half time or more requires at least two semesters in a similar assignment to qualify for one year of service credit.
- 1.1.15 **FULL-TIME TEACHER:** A professional employee whose contract calls for at least the maximum number of days designated in the contract year and who works the

maximum number of hours designated in the contract day.

- 1.1.16 **PART-TIME TEACHER:** A professional employee whose contract calls for less than the maximum number of days designated in the contract year, less than the maximum number of hours designated in the contract day, or both of the foregoing.

## **ARTICLE 2.0 GENERAL PROVISIONS**

### **Section 2.1 Recognition Clause**

The Board of Education at its meeting on September 1, 1975 officially recognized KNEA Colby for the purpose of professional negotiations under K.S.A. 72-2218, et. seq., as the exclusive representative for the teacher unit of the professional employees. The bargaining unit shall be defined as those employees of the Board serving in positions, which require a license issued, by the State Board of Education, but shall not mean any employee serving in an administrative position.

### **Section 2.2 Procedures for Ratification and Distribution of the Negotiated Agreement**

- 2.2.1 Once a tentative agreement has been reached by the parties on all items proposed for negotiations, any change in current contract language will be reduced to writing and signed by an official representative of each party.

The Board will prepare a sufficient number of copies of the tentative agreement(s) and a sufficient number of copies of the succeeding agreement as modified by the tentative agreement(s) for all members of the two negotiation teams.

The team members will proof read the tentative agreement(s) and the negotiated agreement as modified by the tentative agreement(s). No changes in language or punctuation will be made to the agreement or tentative agreement(s) without the express knowledge and consent of the members of each bargaining team.

The tentative agreement will then be considered for ratification by each party. The tentative agreement, once ratified by the parties, will be saved and will serve as a record of the changes made in the agreement during current year negotiations. Further, the names of the members of the negotiation team of each party will be recorded in the ARTICLE 14.0 Duration of Agreement. These members will serve as a source of information in the event disputes should arise in the future relative to the year when and the rationale for changes being made in the agreement.

Once the tentative agreement has been ratified by both parties, it will be prepared in final form by the Board. Both parties will proof read the final, typed copy and will attest to its accuracy by signatures of the appropriate representative(s) of each party.

Further, it is agreed that KNEA Colby will provide the Board with a total number of votes cast, and the number voting in favor, in ratifying the negotiations package.

After sufficient copies have been made, at the expense of the Board, a copy will be given to each teacher presently employed and to each teacher newly employed during the term of this Agreement. Any additional copies requested by and supplied to the Association shall be at the expense of the Association.

Section 2.3 **Management Rights**

The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself without limitations, the powers, right, authority, duties, and responsibilities conferred upon and vested in the Board by the laws of the Constitution of the State of Kansas and the United States.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations and practices and the furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this negotiated agreement and then only to the extent such specific and express terms thereof are in compliance with the Constitution of the United States.

The Board shall further have the specific right to make any or all unilateral changes in policies, rules, regulations and practices not in conflict with this negotiated agreement. In the event the Board wishes to change policies, rules, regulations and practices in areas which are termed mandatorily negotiable under the provisions of K.S.A. 72-2218 (1) the following procedure shall control:

2.3.1 The proposed change shall be submitted to the President of KNEA Colby. KNEA Colby shall then have a period of seven (7) school days to respond to the change proposed by the Board. If KNEA Colby approves the change or if KNEA Colby does not respond to the Board within seven (7) school days from the receipt of the proposed change, the Board may then proceed to approve the proposed change. In the event KNEA Colby has objections to the proposed change, the objections shall be submitted to the Board within the seven (7) school day period in writing. At that point the Board can then drop the proposed change or they may hold meetings with KNEA Colby representatives to resolve any objection submitted. If the objections are resolved, KNEA Colby agrees to withdraw its objection and the Board is then free to enact the proposed change.

2.3.2 In the event the objections can not be resolved by the Board and KNEA Colby, the Board shall have the option of dropping the matter or the Board shall have the right to request that negotiations be opened on the specific issue of the proposed change. If negotiation resolves the matter, KNEA Colby agrees to withdraw their objection and the Board is then free to enact the proposed change. If the objection to the matter is not resolved during the negotiating process, the parties agree that the subject matter of the change will automatically be noticed for negotiations the following year without further notice from either party.

Section 2.4 **Savings Clause**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such a provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## USD 315 Colby Public Schools Salary Schedule

<b>2021-22</b>									
Placement	BS	BS+8	BS+16	BS+24	BS+40	MS	MS+8	MS+16	SPEC/PHD MS+24
A	\$43,890	\$44,400	\$44,910	\$45,420	\$46,470	\$47,370	\$48,270	\$49,170	\$50,920
B	\$44,440	\$44,950	\$45,460	\$45,970	\$47,020	\$47,920	\$48,820	\$49,720	\$51,470
C	\$44,990	\$45,500	\$46,010	\$46,520	\$47,570	\$48,470	\$49,370	\$50,270	\$52,020
D				\$47,170	\$48,220	\$49,120	\$50,020	\$50,920	\$52,670
E				\$47,820	\$48,870	\$49,770	\$50,670	\$51,570	\$53,320
F					\$49,520	\$50,420	\$51,320	\$52,220	\$53,970
G					\$50,270	\$51,170	\$52,070	\$52,970	\$54,720
H					\$51,020	\$51,920	\$52,820	\$53,720	\$55,470
I					\$51,870	\$52,770	\$53,670	\$54,570	\$56,520
J					\$52,720	\$53,620	\$54,620	\$55,520	\$57,570
K					\$53,570	\$54,470	\$55,570	\$56,470	\$58,620

<b>Salary schedule terms and conditions</b> (please refer to current Negotiated Agreement for specifics)										
<b>Keys</b>										
<b>Vertical movement</b> \$ moving to row										
					\$550	\$650	\$750	\$850	\$950	\$1,050
					\$550	\$650	\$750	\$850	\$950	\$1,050
<b>Horizontal movement</b> Educational										SPEC/PHD
\$ moving to column	BS	BS+8	BS+16	BS+24	BS+40	MS	MS+8	MS+16	MS+24	
		\$510	\$510	\$510	\$1,050	\$900	\$900	\$900	\$1,750	
<b>Benefit</b>	District health	annual participating fringe paid by USD 315 Board of Education								
	\$9,618	single								
	\$16,850	employee + dependent								
<b>Base salary</b>	\$43,890	placement A BS+0								
<b>Career-level salary</b>	\$53,570	placement K BS+40								
<b>High salary</b>	\$58,620	placement K MS+24/SPEC/PHD								
<b>Year</b>	Contract	179 days								
<b>Annual leave</b>	Sick	11								
	Discretionary	3, 4 or 5								
	Bereavement	4								



**USD 315 Colby Public Schools  
Salary Schedule**

**2022-23**

Placement

	BS	BS+8	BS+16	BS+24	BS+40	MS	MS+8	MS+16	SPEC/PHD MS+24
A	\$45,040	\$45,550	\$46,060	\$46,570	\$47,620	\$48,520	\$49,420	\$50,320	\$52,070
B	\$45,590	\$46,100	\$46,610	\$47,120	\$48,170	\$49,070	\$49,970	\$50,870	\$52,620
C	\$46,140	\$46,650	\$47,160	\$47,670	\$48,720	\$49,620	\$50,520	\$51,420	\$53,170
D				\$48,320	\$49,370	\$50,270	\$51,170	\$52,070	\$53,820
E				\$48,970	\$50,020	\$50,920	\$51,820	\$52,720	\$54,470
F					\$50,670	\$51,570	\$52,470	\$53,370	\$55,120
G					\$51,420	\$52,320	\$53,220	\$54,120	\$55,870
H					\$52,170	\$53,070	\$53,970	\$54,870	\$56,620
I					\$53,020	\$53,920	\$54,820	\$55,720	\$57,670
J					\$53,870	\$54,770	\$55,770	\$56,670	\$58,720
K					\$54,720	\$55,620	\$56,720	\$57,620	\$59,770

**Salary schedule terms and conditions** (please refer to current Negotiated Agreement for specifics)

**Keys**

Vertical movement \$ moving to row	\$550	\$650	\$750	\$850	\$950	\$1,050			
	\$550	\$650	\$750	\$850	\$950	\$1,050			
Horizontal movement Educational \$ moving to column	BS	BS+8	BS+16	BS+24	BS+40	MS	MS+8	MS+16	SPEC/PHD MS+24
		\$510	\$510	\$510	\$1,050	\$900	\$900	\$900	\$1,750

<b>Benefit</b>	District health \$9,907 \$17,356	annual participating fringe paid by USD 315 Board of Education single employee + dependent
<b>Base salary</b>	\$45,040	placement A BS+0
<b>Career-level salary</b>	\$54,720	placement K BS+40
<b>High salary</b>	\$59,770	placement K MS+24/SPEC/PHD
<b>Year</b>	Contract	179 days
<b>Annual leave</b>	Sick	11
	Discretionary	3, 4 or 5
	Bereavement	4

**ARTICLE 3.0 SALARIES AND WAGES**

Section 3.1 **2021-22 Salary Schedule** (page 4) **2022-23 Salary Schedule** (page 4.1)

Section 3.2 **Supplemental Contract Payment Schedule**

3.2.1 General Conditions Governing Supplemental Contracts

- A. Criteria for assessing Activities/Sports determining percentages:
  1. Level of assignment (i.e. head or assistant)
  2. Amount of time required for performance of duties
  3. Length of season or duration of activity
  4. Number of contests or special events and performances
  5. Number of participants
  6. Level of expectations or quality and success
- B. Base % (percentage) - A base salary percentage is established for each activity. This percentage is multiplied by the base salary of the current salary schedule.
- C. Experience factor (percentage) - Compensation for experience is provided for all head coaches of varsity and middle school sports, assistants to the head coach, and advisors of certain high-profile non-athletic activities. Payment for experience is calculated by multiplying the appropriate percent by the base salary (reference high school or middle school experience schedules below).

**Experience schedules:**

**High School Experience Factor Scales A & B**

<u>Year</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
<u>Scale A</u>	0	0.25	0.50	0.75	1.00	1.25	1.50	1.75	2.00	2.25	2.50	2.75	3.00
<u>Scale B</u>	0	0.15	0.30	0.45	0.60	0.75	0.90	1.05	1.20	1.35	1.50		

- Scale A** Placement will be determined by the sum of:
- a) The number of years of experience as the head coach of that sport at USD 315
  - b) One-half the number of years' experience as the head coach of that sport elsewhere
  - c) One-half the number of years' experience as an assistant coach at USD 315

- Scale B** Placement will be determined by the sum of the number of years of experience as the head coach of that sport at USD 315

**Middle School Experience Factor Scales C & D**

<u>Year</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Scale C</u>	0	0.25	0.50	0.75	1.00	1.25	1.50	1.75	2.00
<u>Scale D</u>	0	0.15	0.30	0.45	0.60	0.75	0.90	1.05	1.20

- Scale C** Placement will be determined by the sum of:
- a) Number of years of experience as the head coach of that sport at USD 315
  - b) One-half the number of years' experience as the head coach in that sport elsewhere
  - c) One-half the number of years' experience as an assistant coach at USD 315

- Scale D** Placement will be determined by the number of years' experience the employee has coaching a sport at USD 315

3.2.2 Movement on the supplemental salary experience factor scales shall begin the first year of such duty on the left most cell and shall progress year by year of experience to the right one cell for each year of service.

3.2.3 **SPORTS** (listed alphabetically)

<b><i>High School</i></b>	<b><i>Head Coach</i></b>		<b><i>Assistant Coach</i></b>	
	<b><i>% of base</i></b>	<b><i>exp factor</i></b>	<b><i>% of base</i></b>	<b><i>exp factor</i></b>
Baseball	11.00%	A	8.25%	B
Basketball	16.00%	A	12.00%	B
Cross Country	7.00%	A	5.25%	B
Football	16.00%	A	12.00%	B
Golf	8.00%	A	6.00%	B
Softball	11.00%	A	8.25%	B
Tennis	9.00%	A	6.75%	B
Track	11.00%	A	8.25%	B
Volleyball	10.00%	A	7.50%	B
Wrestling	16.00%	A	12.00%	B

<b><i>Middle School</i></b>	<b><i>Head Coach</i></b>		<b><i>Assistant Coach</i></b>	
	<b><i>% of base</i></b>	<b><i>exp factor</i></b>	<b><i>% of base</i></b>	<b><i>exp factor</i></b>
Basketball	5.75%	C	4.31%	D
Football	5.75%	C	4.31%	D
Track	5.75%	C	4.31%	D
Track (7/8 comb)	6.25%	C		
Cross Country (7/8 comb)	5.75%	C	4.31%	D
Volleyball	5.75%	C	4.31%	D
Wrestling	5.75%	C	4.31%	D

3.2.4 **ACTIVITIES** (listed alphabetically)

<b><i>High School</i></b>	<b><i>Head Coach/Sponsor</i></b>		<b><i>Assistant Coach/Sponsor</i></b>	
	<b><i>% of base</i></b>	<b><i>exp factor</i></b>	<b><i>% of base</i></b>	<b><i>exp factor</i></b>
AFS	3.00%			
C-Club	3.00%			
Cheerleading	9.00%	B	6.75%	B
Cheerleading (comb)	20.00%	B		
Concessions	7.50%			
Cosmic Crayon	3.00%			
Dance Team	8.00%	B	6.00%	B
Debate	8.00%		6.00%	
Drama	5.00%		3.75%	
FCCLA	8.00%			
FFA	20.00%			
Forensics	9.00%	B	6.75%	B
Freshman Class Sponsor	2.00%			
International Club	3.00%			
Junior Class Sponsor	6.00%			
Music Instrumental	13.00%	B		

(continued)

3.2.5 **ACTIVITIES** continued (listed alphabetically)

<b>High School</b>	<b>Head Coach/Sponsor</b>		<b>Assistant Coach/Sponsor</b>	
	<b>% of base</b>	<b>exp factor</b>	<b>% of base</b>	<b>exp factor</b>
Music Vocal/Singers	14.00%	B		
NHS (w/tutoring)	5.00%			
NHS	3.00%			
Piano	11.00%	B		
Science Club	3.00%			
Scholars Bowl	5.00%		3.75%	
Senior Class Sponsor	3.00%			
Sophomore Class Sponsor	2.00%			
Service Club	5.00%			
STUCO	4.50%			
TSA	10.00%		7.50%	
Weights (per season)	1.50%			
Fall, Winter, Spring				
Weights Summer	15.00%			
<b>Middle School</b>	<b>Head Coach/Sponsor</b>		<b>Assistant Coach/Sponsor</b>	
	<b>% of base</b>	<b>exp factor</b>	<b>% of base</b>	
Cheerleading	6.00%		4.50%	
Cheerleading (comb)	9.00%			
Music Instrumental	10.00%			
KIC	7.00%			
Scholars Bowl	3.00%			
TSA	8.00%		6.00%	
Weights Summer	6.00%			
<b>Grade School</b>				
Music Vocal Primary	2.00%			
Soaring Singers	3.00%			
Music Vocal Intermediate	3.00%			

**Section 3.3 Extended Contract Pay**

Teachers who work more than 179 contract days shall be paid their daily rate of pay for each additional contract day worked. This includes a librarian, a counselor, a vocational agriculture teacher, or other teachers as assigned by the administration.

**Section 3.4 Billable Hourly Rate (billable hours)**

Formula to be used: ABS+8 (level/row A, column BS+8 of current salary schedule) divided by the number of contract days divided by 8 = billable hourly rate.

Teachers will be paid for work performed outside the regular contract day that is pre-approved and assigned by the administration. The work performed voluntary on the part of the teacher. There will be no extra compensation for work performed outside

the contract that is part of a supplemental assignment. Time worked is reported to the nearest quarter-hour.

Section 3.5 **Pay for Teaching Driver Education - Summer**

Teachers who are contracted to teach driver education in the summer will be paid at the billable hourly rate.

Section 3.6 **Curriculum Work and Projects - Summer**

Teachers who request opportunity to work on summer projects and are approved by administration will be paid \$10/hour. Work that is proposed or offered by administration will be considered billable hours. Summer project work is voluntary.

Section 3.7 **Salary Schedule Regulations**

3.7.1 **Definitions:**

**BS** refers to a baccalaureate degree either Bachelor of Science (BS), or Bachelor of Arts (BA), or an equivalent degree from an accredited college or university.

**BS+8/16/24** refers to 8 or 16 or 24 semester credit hours of graduate-level, or approved, coursework creditable as additional preparation beyond the baccalaureate degree. Coursework creditable as additional preparation beyond the baccalaureate degree must be in the subject area of the teacher's assignment and/or approved by the Superintendent.

**BS+40** refers to semester credit hours of graduate-level, or approved, coursework creditable as additional preparation beyond the baccalaureate degree. Coursework creditable as additional preparation beyond the baccalaureate degree must be in the subject area of the teacher's assignment and/or approved by the Superintendent.

**MS** refers to a master degree, either Master of Science (MS), or a Master of Arts (MA), or equivalent degree, from an accredited college or university.

**MS+8/16** refers to 8 or 16 semester credit hours of graduate-level, or approved, course work completed beyond the masters degree. Coursework creditable as additional preparation beyond the master degree must be in the subject area of the teacher's assignment and/or approved by the Superintendent.

**MS+24** refers to 24 semester credit hours of graduate level, or approved, course work completed beyond the master degree. Coursework creditable as additional preparation beyond the master degree must be in the subject area of the teacher's assignment and/or approved by the Superintendent.

**SPEC/PHD** refers to a teacher holding the Educational Specialist Degree or Specialist Certificate from an accredited college or university; or

**PHD** refers to teacher holding a degree of Doctor of Education (EDD), or a Doctor of Philosophy (PHD) from an accredited college or university.

3.7.2 **Placement**

The initial placement of each teacher shall be determined by the Superintendent at the time of employment. The Superintendent may allow any number of years of

experience credit not to exceed the year of actual experience. The Superintendent shall have the right to allow actual experience.

The Superintendent shall have the right to allow experience credit for any amount less than the actual experience and shall not consider any experience other than full years of experience.

### 3.7.3 Advancement

3.7.3.1 Teachers may advance only one vertical step annually for years of service. Further, a teacher who has been frozen on a column and who obtains an advanced degree or who secures the proper number of hours to qualify for horizontal advancement will nonetheless advance only one vertical step per year on the salary schedule. Vertical steps are only an experience factor and do not necessarily reflect the actual number of years taught.

3.7.3.2 Teachers must be employed at least one-half time (.5 FTE) as a teacher in order to receive service credit. Teachers employed more than one-half time (.5 FTE), but less than full time (1.0 FTE) must be employed for a period of two (2) years in a similar assignment in order to qualify for a year of service credit.

3.7.3.3 Advancement on the salary schedule is not automatic. Advancement vertically and/or horizontally will be determined annually by the Board of Education.

3.7.3.4 Use of college hours that are outside a teacher's subject area to advance on salary schedule subject to course work completed by August 30, 20xx:

a) Teachers may take additional college hours to advance on the salary schedule. All courses taken for such purposes must be approved by the building principal. It is the responsibility of the teacher to provide the building principal with: 1) a course outline, 2) official course number and level; and 3) an official transcript as evidence of completion of courses. A letter from the instructor or the college department indicating completion of the course will serve as temporary notice of completion of salary schedule advancement. The letter with a receipt for a requested transcript will be required to advance on the salary schedule.

b) If the course is not approved for advancement by the principal the teacher shall be notified in writing, giving the reasons for that decision, within ten (10) days after the request was submitted.

c) Horizontal advancement on the salary schedule shall be dependent upon verification of all hours as creditable toward Kansas re-licensure including recency.

3.7.3.5 Use of Professional Development Council (PDC/in-service) points to advance on salary schedule:

The Professional Development Council shall be established in accordance with Kansas Education Regulations #91-1-215 through #91-1-219. Teacher members of the Professional Development Council shall be elected during

the building meetings held prior to the beginning of each school year. The district level PDC shall ensure that inservice points are awarded equitably across the district and in accordance with the Kansas Education Regulations. No limitations shall be placed on the number of points earned at any level.

The following criteria applies to the use of PDC points:

- a) Teachers may advance horizontally on the salary schedule with PDC points or a combination of PDC points and college hours;
- b) Any advancement on the schedule with PDC points will be directed by the professional development regulations of the State of Kansas;
- c) Twenty (20) PDC points will equate with one (1) credit hour.

**Section 3.8 Incentive Pay**

- 3.8.1 Teachers are eligible for incentive increments in the year after they have reached maximum experience credit on the salary schedule at the master's degree level and/or beyond.
- 3.8.2 Eligible teachers may apply for one incentive increment during any one academic year. Deadline for applications for each academic year is October 1. Applications are submitted to the respective building principal.
- 3.8.3 Applications must state broad goals and specific objectives to be achieved in the project plan. Goals and objectives must be written in terms of outcome for or benefits to students.
- 3.8.4 Applications will be reviewed by the building principal and the Superintendent. Decisions concerning application may be handled in one of three ways:
  - a) approved as written, b) tentatively approved with revisions, c) rejected.
- 3.8.5 Applications tentatively approved with revisions requested must be accompanied by specified listing of revisions necessary in order to receive approval.
- 3.8.6 Applications rejected must be accompanied by formal evaluations of the applications and specifications of considerations made in rejecting the proposal.
- 3.8.7 Applications approved by the building principal and Superintendent are forwarded to the Board for consideration prior to final approval.
- 3.8.8 After final approval incentive payments are paid at increment levels equal to those on the salary schedule for teachers with master's degrees or beyond. The accumulative total incentive pay shall not exceed the amount of one increment for years of experience at the masters' degree or beyond.
- 3.8.9 Teachers will receive increment payments for the duration of those projects, which are planned, approved by the Board, and implemented into the school system.
- 3.8.10 Incentive increments end under the following conditions: a) the originating teacher leaves the district; b) the project is no longer in operation with the district.
- 3.8.11 The following criteria will be used in approval of incentive applications:

- a) Applications must be related to the broad area of curriculum and instruction. Proposals must have long-term benefits to the extent that they can be reasonably determined;
- b) Applications must specify results that: 1) enhance learning experiences for students, 2) facilitate the ability of students to benefit from classroom experiences, or 3) enhance the quality of instruction and teaching in the classroom;
- c) Priority will be given to projects that are broadly applicable to existing curriculum goals, broad fields or subject areas, and large numbers of students;
- d) Priority will be given to system and/or building level priorities as defined by the Board or the administration of the district.

3.8.12 Applicants may appeal the decision to reject proposals. Appeal requests are submitted to the Superintendent. The Superintendent will be responsible for notifying the Board that an appeal has been requested. The Board will hear testimony concerning the decision made by the administration and the appeal of the individual teacher. Burden of proof that proposals are within the specified guidelines and are legitimately within the scope of these guidelines lies with the individual applicant.

Section 3.9 **Pay for Substituting (during a teacher's planning time or during a scheduled class)**

Any time a licensed employee is assigned to supervise a class of another teacher during the affected licensed employee's planning time or during a scheduled class while in direct supervision of a student teacher, he/she will be compensated at the billable hourly rate (prorated).

If the licensed employee is not in direct classroom supervision of a student teacher when asked to substitute during a scheduled class, no payment for substituting will be made under this provision.

Licensed employees shall record their time on a designated form and forward to the building principal. Payment to the employee will be added to the employee's regular monthly payroll deposit.

The USD 315 Board of Education agrees to fund these payments up to \$5,000 per school year.

Section 3.10 **Pay for Travel (during a teacher's planning time)**

Teachers who are required to travel between the high school and elementary or middle school and do not receive 250 minutes per week of plan time will be compensated at the billable hourly rate.

Section 3.11 **National Board Certification**

Any teacher who achieves National Board for Professional Teaching Standards certification will receive any payment provided to the district from the state or national level for the duration of the certification.

Section 3.12 **Mandatory Fingerprinting**

Mandatory fingerprinting of its licensed staff will be at district expense.



## **ARTICLE 4.0 TUITION REIMBURSEMENT FUND**

### **Section 4.1 Establishment of the Fund – Fall 2007**

The USD 315 Board of Education recognizes the need to employ highly qualified teachers. In this interest, the Board shall establish a \$5,000 annual tuition reimbursement fund to assist teachers in furthering their education, and to enhance the quality of education delivered by Colby Public Schools. The fund will function on a first-come, first-served basis, and if depleted will not be replenished until the following fiscal (July 1 – June 30) year. This provision is designed for employees who have attained proper certification and/or licensure for their current teaching assignment.

### **Section 4.2 Criteria**

The following criteria must be met in order for tuition to be reimbursed:

- 4.2.1 The employee must be enrolled in an approved graduate program of study (Masters, Specialist or Doctorate) related to teaching, from an accredited university. Graduate hours toward an administrative degree do not qualify for reimbursement through this provision. The Superintendent or his/her designee will verify the program of study. A copy of the courses/program of study shall be on file with the USD 315 Business Manager upon acceptance into the program (see guidelines below); or
- 4.2.2 The employee must be enrolled in a program from an accredited university to obtain additional endorsement or licensure areas in demand at USD 315. The Superintendent or his/her designee will verify the program. A copy of the courses/ program of study shall be on file with the USD 315 Business Manager upon acceptance into the program (see guidelines below).

### **Section 4.3 Guidelines**

The following guidelines apply to the use of the tuition reimbursement fund:

- 4.3.1 Tuition will be reimbursed up to \$150 per accredited hour, with initial reimbursement available of \$750 per employee per fiscal year. Should funds remain in the tuition reimbursement fund on June 1, employees may apply for additional reimbursement under the same stipulations stated above. Therefore, maximum tuition reimbursement per employee per fiscal year may be as much as \$1,500.
- 4.3.2 The employee must provide evidence of either acceptance into an educational area of Masters', Specialist or Doctorate program of study or an additional education endorsement/licensure/certification area of study. This evidence shall be on file with the USD 315 Business Manager.
- 4.3.3 Tuition will be reimbursed upon evidence of completion (original transcript) or original receipts for tuition payment(s)\* being presented to the Business Manager. Only coursework outlined in the degree/program of study will be reimbursed. \*Should a teacher desire the \$150 per accredited hour (up to \$750) at time of enrollment, the Board requires the teacher's written agreement that said hours will be completed in a timely manner. Should the hours not be completed, the teacher shall repay the district the amount advanced no later than August 31 following the school year the advance was made.

### **Section 4.4 Determining Committee regarding Exceptions**

If a request for tuition reimbursement is made that does not clearly meet the above criteria and/or guidelines, a committee will be formed to make the decision of allowance. The committee shall include the Superintendent or his/her designee and two KNEA-Colby members appointed by the KNEA-Colby President. The Superintendent or his/her designee shall call a meeting of the committee to rule on the request for tuition reimbursement within ten school days of receiving the request. All decisions rendered by the committee shall be unanimous and final.

## **ARTICLE 5.0 HOURS AND AMOUNTS OF WORK**

### **Section 5.1 Calendar Committee**

KNEA Colby will appoint three teachers to serve on a calendar committee with other committee members to be appointed by the Board. This committee shall meet no later than January 31 of each school year. The calendar committee will present the proposed calendar to the Board of Education for approval by the third Monday in May with an understanding that it may change through negotiations.

If the committee does not agree on a recommendation or the Board does not adopt the proposed calendar, the issue shall be negotiated subject to K.S.A. 72-2218 et seq..

### **Section 5.2 Number of Contract Days**

5.2.1 The number of contract days teachers are required to work shall not exceed **181** days. *No more than 181 days shall be classroom instruction or parent-teacher conference days as defined in K.S.A. 72-3115\*\*\*.* Additional contract days shall be used for staff development, pre-school workdays, workdays prior to conferences, School Improvement (SIP), curriculum, and check-out days as scheduled by the Board.

*\*\*\* As per K.S.A. 72-3115 (b) the board may provide for a school term consisting of school hours instead of days. USD 315's number of classroom instruction days is contingent upon the number of hours defined in a school day.*

### **Section 5.3 Contract Day**

5.3.1 The middle school and high school shall have no more than a seven (7) period instructional day.

5.3.2 The contract day will be 7:35 am to 3:50 pm.

5.3.3 Preparation time will be equal to one (1) period per day or 250 minutes per week, with no increment of preparation time being less than 15 minutes.

Preparation time is designated as time free from assigned supervisory duties and separate from required student accessibility for individual instruction.

5.3.4 Teachers will be guaranteed 30 minutes for lunch that will be free from the supervision of students.

5.3.5 Teachers who are required to travel between the high school and elementary or middle school will be provided a district vehicle. Should a teacher need to use their private vehicle for school business, mileage will be allowed as authorized by K.S.A.75-3203(a-h), and the reimbursement rate will be adjusted annually to the current state approved rate. Teachers will record private vehicle usage with their building principal and be reimbursed by the USD 315 business office as per the teacher's written record and request, and at least at the end of each quarter if so requested.

### **Section 5.4 Extended Contract Day**

5.4.1 Purpose: The purpose of the extended school day is to enable building principals  
1) to bring important information and inservice training to members of the faculty and  
2) to obtain maximum attendance.

5.4.2 The principals of each building will schedule regular faculty meetings. The days and times may be varied to enable principals to be flexible and to obtain the maximum attendance. The faculty meetings and inservice shall not extend the day more than thirty (30) minutes. The faculty attendance is required at all scheduled faculty meetings unless excused by the respective building principals. The announcement in advance of scheduled faculty meetings will be given by building principals.

5.4.3 Faculty meetings will not be scheduled on Friday afternoons or on afternoons immediately preceding holidays or vacation periods.

Section 5.5 **Consulting or Outside Work**

5.5.1 A professional staff member asked by their building administrator to present in their professional capacity shall assume that all associated reasonable expenses will be obligations of the district. Any salary allowance provided by the receiving entity shall be paid to the district and may be paid to the staff member.

5.5.2 Professional staff members may serve as consultants, presenters, members of evaluation or study teams, etc., in professional capacities outside of the district subject to the prior approval of the building principal and the Superintendent, provided that such activities do not adversely affect job performance.

a) If the teacher is required to be gone from the district, the teacher may use discretionary leave if available.

b) Upon Superintendent approval, the staff member may elect to take leave without pay. The staff member will reimburse (current daily rate) the district for the substitute teacher, if a substitute is required.

5.5.3 Stipends, fees, or honorarium paid to staff members for professional activities outside of the district shall be permitted. All expenses of said professional activities shall be the responsibility of the staff member.

Section 5.6 **Teacher Duties**

5.6.1 Teachers shall observe all school regulations, seek professional growth, and participate in curriculum study as directed by administration.

5.6.2 Teachers shall devote their professional time to school duties. Professional time is designated by the negotiated agreement in force, board policy and administrative rules and regulations.

5.6.3 Teachers shall not act as agents or accept commissions, royalties, or other award for books or other school equipment or materials, the selection or purchase of which they may influence.

5.6.4 Teachers may review and make modifications to job descriptions upon approval by principal and superintendent.

**ARTICLE 6.0 LEAVES**

**Section 6.1 Sick Leave**

Sick leave is defined as absence from duty due to the personal illness or injury of the teacher, his/her children, spouse or parents. Disabilities caused or contributed to by pregnancy, childbirth, miscarriage, abortion, or recovery there from are temporary disabilities and shall be subject to the sick leave provision of this agreement. After illness, injury or other conditions above the teacher and the attending physician shall determine when the teacher is able to resume his/her duties.

6.1.1 Teachers shall begin each school year with eleven (11) days of sick leave and may accumulate sick leave subject to 6.1.2 (below). The length of a sick leave day for purposes of determining compensation shall be based on the length of a teacher's regular day (FTE as set forth in the teacher's contract).

6.1.2 Unused sick leave credit may accumulate to a total of ninety (90) days; however, no teacher will begin a contract year with more than eighty (80) days.

6.1.3 After ten (10) years of teaching/professional service with USD 315, the teacher will be compensated for ten (10) days of unused sick leave (providing it is earned/accumulated) upon leaving the district. Rate of compensation will be at the current daily substitute rate of pay.

6.1.4 Maternal and paternal leave is available for childcare following adoption or childbirth. This leave shall consist of no more than ten (10) working days and shall be taken within 20 working days following the ability of the mother to resume her duties as defined in 6.1 (above). For purposes of this agreement, such leave is defined as sick leave and will be deducted from the teacher's accumulated sick leave.

6.1.5 A spouse of United States armed forces personnel may use sick leave when the military spouse is granted leave.

**Section 6.2 Bereavement Leave**

Each teacher may be granted up to a total of three (3) days leave per occurrence for bereavement due to a death in the teacher's immediate family. Immediate family is defined as a parent, spouse's parent, grandparent, spouse's grandparent, sibling, spouse's sibling, children of sibling, children of spouse's sibling, spouse, child, and grandchild.

Each teacher will be granted one (1) additional day of unrestricted leave for bereavement due to the death of an individual not covered under bereavement leave

**Section 6.3 Discretionary Leave**

Discretionary leave is to be used at the discretion of the teacher for either personal reasons, or to conduct business that cannot be taken care of outside of the school day. Discretionary days may be taken as whole days or half-days in length.

6.3.1 Three (3)\* days of discretionary leave is provided to each teacher per contract year (\*reference 6.3.1.1 and 6.3.1.2 below).

6.3.1.1 After achieving non-probationary status with USD 315, a fourth day of discretionary leave is available to the teacher.

6.3.1.2 After ten (10) years of full-time licensed USD 315 employment, a fifth day of discretionary leave is available to the teacher.

- 6.3.2
- a) Discretionary leave may be used at times other than at the beginning or end of any school year.
  - b) Discretionary leave is discouraged immediately before or after any holiday or school vacation. Requests may be granted with a valid reason and approval from the building principal and Superintendent.
  - c) Notification for discretionary leave shall be made to respective building principals, in writing, at least two days in advance. Under certain emergency situations this condition may be waived by the Superintendent.
  - d) The principal may deny the discretionary leave if a qualified substitute is not available.

6.3.3 Unused discretionary leave is placed into individual sick leave at the end of the contract year.

#### Section 6.4 **Jury Leave**

Jury leave is defined as absence from duty due to either being called for jury duty or for actually serving on a jury of the courts.

6.4.1 The full salary of the teacher serving jury duty shall be paid to the teacher for absences caused by such duty. Salary allowances given to the teacher by the courts shall be paid to the District or will be deducted from subsequent salary payments.

6.4.2 The Board shall pay substitutes for teachers who are called for jury duty or serve on a jury.

#### Section 6.5 **Sick Leave Bank**

On September 1, 1983, a sick leave bank was established for the members of the bargaining unit of USD 315. The intent of the sick leave bank is for maternity/paternity, catastrophic, chronic, and/or critical illness.

##### 6.5.1 Participation

a) Participation in this bank is voluntary and commences when the member makes an initial deposit of at least one day of leave. Deposits should be made in whole day increments, until at least five (5) days have been donated to the bank.

b) Annual deposits shall be made in September (or as needed) by completing the form provided by the business manager.

c) Days deposited in the sick leave bank are no longer the property of the donor.

d) The number of days in the bank shall not exceed 400 days. Any deposit(s) in excess of 400 days will be forfeited.

e) Employees new to USD 315 who are eligible will be allowed to deposit days in order to participate even though the bank capacity has been reached.

f) After drawing days from the bank, to remain in the bank, the participant needs to deposit days following the guidelines in 6.8.1(a) and (b).

g) Participants who have more than seventy (70) days of personal accumulated leave may donate up to three (3) of the excess to the sick leave bank at the end of the school year by contacting the business manager. These deposits shall meet the requirement of 6.6.1(d).

## 6.5.2 Administration of Sick Leave Bank

- a) A committee will have administrative control of the sick leave bank. The committee shall include the Superintendent or his/her designee and up to two KNEA Colby members appointed by the KNEA Colby President. The committee shall have an organizational meeting by September 15 of each school year to elect a chairperson. The chairperson shall call a meeting of the committee within ten (10) school days of receiving a request for days from the bank to rule on the request. All decisions rendered by the committee shall be unanimous and final.
- b) A participant in the sick leave bank may request to use days from the bank after all the participant's accumulated leave has been exhausted; and a one-day salary deduction is made. The request must be in writing and include documentation supporting the need for the day(s). Daily salary deductions for absence attributed to sick leave will continue until the paper work is completed and the committee renders a decision. If granted an affirmative decision by the committee, the employee will be paid for the number of days granted from the bank.
- c) During his/her first year of employment with the district, a participant may use up to ten (10) days from the sick leave bank.
- d) During his/her second year of employment with the district, a participant may use up to twenty (20) days from the sick leave bank.
- e) Following his/her second year of consecutive employment with the district, a participant may not draw more than thirty-five (35) days from the bank in one school year unless the committee is provided an additional request in writing and include documentation supporting the need for the day(s).
- f) Requests for anticipated absences not related to hospitalization or regularly scheduled treatments will not be honored by the committee.
- g) The committee shall have the right to request a doctor's statement certifying that the participant is unable to perform his/her duties.
- h) Sick leave bank days shall not be granted if the ill or disabled participant is eligible to receive social security disability or worker's compensation for the days requested.
- i) A participant may make more than one request per year, but the one-day of salary deduction applies to each request.
- j) Days borrowed from the sick leave bank will be paid back to the sick leave bank by borrowing teacher at the rate of three (3) days per year until the days borrowed have been paid in full. In subsequent years if the borrowing teacher is employed by USD 315 but does not have accumulated sick leave there will be no required repayment for that year.
- k) Days borrowed and not repaid by the borrowing teacher will be forgiven when the borrowing teacher leaves the employment of USD 315.

Section 6.6 **Sabbatical Leave**

The purpose of sabbatical leave is to allow teachers to advance in the profession through the completion of advanced academic course work and allow the teacher the opportunity to return to a position following a semester or year of absence for the purpose of completing an advanced degree, professional development through fellowships, and/or exchange/foreign teaching assignments.

- 6.6.1 The following guidelines shall govern the granting of sabbatical leave:
- a) After completion of five (5) years of continuous service in USD 315, teachers may apply for sabbatical leave
  - b) Applications for sabbatical leave, without pay, shall be submitted to the building principal in writing. Applications for the coming academic year shall be submitted on or before February 1, of the current academic year with a notice of approval or rejection being provided the teacher by May 1 of the current year.
  - c) Teachers granted sabbatical leave have the option of remaining under the group health insurance policy by bearing 100% of the premium costs.
- 6.6.2 Letters of application shall state the following in justification for granting sabbatical leave:
- a) Reason for requesting sabbatical leave must identify the specific advanced degree to be obtained, fellowship opportunity, or exchange/foreign teaching assignment.
  - b) Area or areas in which advanced degrees or fellowship will be obtained, or the exchange/foreign teaching assignment will benefit.
  - c) Job or position expectation subsequent to completion of advanced degree, fellowship or exchange/foreign teaching assignment.
- 6.6.3 All applications must be submitted to the building principal, the Superintendent, and the Board for approval or rejection.
- 6.6.4 Approval of a request for sabbatical leave will guarantee the teacher involved a teaching position within the school district in the academic year subsequent to the completion of the requested sabbatical.
- 6.6.5 The Board will grant experience credit on the salary schedule for the time spent in sabbatical leave. In addition, the board will approve the salary levels commensurate with the degree obtained according to the current salary schedule.
- 6.6.6 No more than one teacher per division may be absent due to approved sabbatical leave in any one academic year. These divisions in the system will be grades K-5, grades 6-7-8, and grades 9-10-11-12.
- 6.6.7 The Board reserves the right to deny requests for sabbatical leave upon the grounds of
- a) inability to secure interim staffing, as determined by the building principal,
  - b) the advanced degree lacks relevance to the current district needs, or
  - c) absence of need for advanced degree professional in the present position.

Section 6.7 **Extended Leave**

Extended leave is to allow teachers who are eligible, leave for the purpose of travel with the teacher's spouse in connection with the spouse's employment or travel bonuses received through the spouse's employment.

- 6.7.1 After completion of five (5) years of continuous service in USD 315, teachers may apply for extended leave. Applications for extended leave are to be submitted to the Superintendent fourteen (14) calendar days prior to the intended beginning of the leave period. Applications are to include the following:
- a) Days and dates of requested leave,
  - b) Nature or purpose of the leave, and
  - c) Approval of respective building principal.
- 6.7.2 Teachers may apply for a maximum of ten (10) days during each five (5) year period of employment after completion of the initial five (5) year qualifying period. Teachers are eligible to use the extended leave only once during each five (5) year period. Unused days are not cumulative.
- 6.7.3 Teacher approved for extended leave will submit to the building principals all necessary plans and materials sufficient for effective continuation of classroom work by a substitute teacher.
- 6.7.4 Approval or denial of applications for extended personal leave shall be made by the Superintendent and reported to the teacher and the Board. The following regulations shall govern approval of applications:
- 1) A salary deduction equal to the current daily rate paid to a substitute teacher shall be made for each day of absence.
  - 2) Extended personal leave shall be denied if a qualified substitute teacher is not available. Availability of a qualified substitute teacher shall be determined by the building principal.
  - 3) No more than two (2) teachers may be granted extended leave for any one time period.

Section 6.8 **Inclement Weather Provision**

- 6.8.1 Teachers are not required to make-up scheduled contract days that are canceled/dismissed due to inclement weather. There will be no deduction of salary and/or leave for these canceled/dismissed scheduled contract days.
- 6.8.2 Should the need arise to make-up classroom time to meet the minimum attendance requirements set by the State, the bargaining teams of each party shall meet and determine the number of minutes needed to meet the minimum State requirements, and the method to be used to make-up the time. The tentative agreement reached shall be ratified by each party in the manner required by law.
- 6.8.3 All make-up classroom time shall be made up at the building level(s), i.e., elementary school, middle school, and/or high school, needing the additional classroom time.



**ARTICLE 7.0 INSURANCE BENEFITS**

**Section 7.1 Salary Reduction Fringe Benefit**

Health Insurance Committee: A committee of KNEA Colby appointed teachers and USD 315 Board of Education representatives will study and monitor health insurance carriers, usage, and coverage. This committee will make recommendations to the bargaining teams.

7.1.1 As a part of the total compensation as set forth in ARTICLE 3.0 each full-time (1.0 FTE) teacher shall be eligible to participate in an Internal Revenue Code 125 salary reduction program with an upper limit of \$700 per month that may be applied at the rate of 1/12th per month to any one of the following:

- |                                 |  |
|---------------------------------|--|
| a) Hospitalization Insurance    | f) Prepaid medical/medical reimbursement |
| b) Salary Protection Insurance  | g) Dependent care (IRS definition)       |
| c) Cancer Protection Insurance  | h) Dental care                           |
| d) Term Life Insurance          | i) Vision care                           |
| e) Any combination of a-d above |  |

The management cost of a third-party administrator for the IRC 125 salary reduction plan will be borne by the participants electing items f, g, h, or i above. It is understood that providing the names, addresses, and phone numbers of staff members to insurance providers as will be required by expanding the provisions of 8.1 will be undertaken at the request of KNEA Colby and not of the Board.

7.1.2 Hospitalization insurance refers to the plan adopted by the Board.

7.1.3 Fringe benefit plans and insurance carriers shall be only those approved by the Board and the Board shall have the right to restrict the number of insurance companies or plans that may be available under the fringe benefit. All insurance carriers approved for items b, c, and d above and in existence on June 1, 1982 will be continued for staff members participating on June 1, 1982. The group medical insurance carrier may be changed by the Board. Teachers new to the District or teachers wishing to change insurance carriers will be required to choose from only those benefit plans and insurance carriers as approved by the Board.

7.1.4 All teachers will identify the specific deductions for the salary reduction fringe benefit for the school year on or before the first day of January. Forms will be supplied by the Superintendent's office and it will be the responsibility of the Superintendent or his/her designee, to provide explanations to teachers concerning the allocation of salary reduction fringe benefits. It will be the teacher's responsibility to see that the proper deductions are reported timely.

7.1.5 It will be the responsibility of the Superintendent, or his/her designee, to explain the deductions to the new incoming teachers at the time of inservice training.

7.1.6 Salary reduction fringe benefit payments terminate effectively with the termination of the teacher contract, regardless of cause. Employer paid fringe benefit payments will be made at the rate of one-twelfth (1/12) per month for the period in which the teacher's contract is in force.

7.1.7 It is understood that the total salary reduction fringe benefit dollar figure will be included in the overall salary agreement.

7.1.8 It is agreed that KNEA Colby and the Board will complete and agree to any contracts required to carry out the intent of this section and to qualify the Salary Reduction Fringe Benefit under section 125 of the Internal Revenue Code.

7.1.9 The Board will pay a monthly benefit for its employees as directed by the State Health Plan for Non-State employees to be applied to the group health benefit plan and carrier(s) as selected by the Board, for as long as the Board chooses to stay in the State Health Plan for Non-State employees.

Any teacher retiring from the district may stay on the group health benefit plan if eligible under K.S.A. 12-5040. The retirees must pay the full cost of the premium.

Section 7.2 **Basic Life and Accidental Death & Dismemberment Insurance**

Effective January 1, 2012, each teacher employed 35 hours per week shall be eligible to receive basic life and accidental death & dismemberment (AD&D) insurance at the expense of the Board. The amounts are shown below:

Basic life insurance	\$25,000 maximum amt of benefit
AD&D	\$25,000 maximum amt of benefit

As stipulated by the provider, the amounts of basic life and AD&D insurance will reduce 35% upon attaining age 65; will reduce an additional 25% of the original amount of insurance at age 70, will reduce an additional 15% of the original amount of insurance at age 75, and will terminate upon termination or retirement from the district.

**ARTICLE 8.0 GRIEVANCE PROCEDURE**

- Section 8.1 **Purpose:** To establish a procedure for handling grievances concerning interpretation of the terms and conditions of the negotiated agreement or the individual teacher contract.
- Section 8.2 **Definitions:** "Grievance" shall mean an alleged violation or misinterpretation of the terms and conditions of the individual teacher contract or the negotiated agreement. "Grievant/teacher" shall mean the person(s) making the allegation.
- Section 8.3 **General:**
- 8.3.1 **Conference at Each Level:** The purpose of the conference at each level of the grievance procedure or the hearing at the Board level is to discuss the facts giving rise
- 8.3.2 **Representation:** The grievant and the administration shall be entitled to representation of their choice at each level of the grievance procedure. If either of the parties intends to have a representative present, the other party will be notified, no less than seven (7) calendar days, prior to the time the meeting is to be held.
- Section 8.4 **Procedure:**
- 8.4.1 **Level I - Informal Conference:** Teachers who have a grievance will schedule a conference with the building principal within ten (10) days after he/she becomes aware of the grievance.
- 8.4.2 **Level II - Building Principal:** After the informal conference if the teacher is not satisfied with the action taken, the teacher may within five (5) days file a written grievance (see Grievance Report Form - Appendix A) with the building principal.  
Within ten (10) days of receiving the written grievance the building principal will schedule a conference with the grievant. The principal will respond to the grievance within ten (10) days after the conference. If after receiving the written report of the building principal the teacher is not satisfied with the prescribed remedy, or if the principal does not respond to grievance, the teacher may file a written grievance (see Appendix A - Grievance Report Form) within ten (10) days with the Superintendent. The written grievance shall contain all previous information regarding the grievance and the action taken at the building level.
- 8.4.3 **Level III - Superintendent Level:** Upon receipt of the grievance, the Superintendent shall, within five (5) days of receipt of the grievance, schedule a conference with the teacher that will include the building principal, if appropriate.  
Within five (5) days after the conference the Superintendent shall provide his/her decision in writing to the teacher. If the teacher is not satisfied with the action taken, the teacher may, within five (5) days, file a written request for a hearing with the Clerk of the Board.
- 8.4.4 **Level IV - Board Level:** The hearing with the Board will be held within thirty (30) days of the appeal to the Board, or at a mutually agreed time. The Board shall render its decision in writing within fifteen (15) days of the hearing. A copy of the decision shall be provided the grievant and his/her representative.
- 8.4.5 The hearing with the Board shall be held in executive session.
- Section 8.5 **Time Limits:** All grievance procedures are to be undertaken in a timely fashion; however, all time limits may be reduced or extended by mutual consent of the parties.
- Section 8.6 **Final Disposition:** The decision of the Board shall end these procedures.

**ARTICLE 9.0      DISCIPLINARY PROCEDURES**

Section 9.1    **Disciplinary Procedure:**

9.1.1        **Fair Cause:**

No teacher shall be disciplined without fair cause. However, no probationary teacher may grieve any non-renewal of his/her contract.

9.1.2        **Suspension Without Pay:**

Only the Board has the authority to suspend a teacher without pay. A suspension without pay for more than five (5) contract days may be made only after official board action.

9.1.3        **Complaints by Parents and/or Students:**

No disciplinary action shall be taken against a teacher on the basis of a complaint by a parent or student before a conference is held between the teacher and the supervisor contemplating the action.

9.1.4        **Disciplinary Meetings or Hearings:**

Whenever a teacher is required to meet with a building level administrator for the purpose of disciplining the teacher, the meeting shall be held at a reasonable time and in an appropriate place to provide privacy. No teacher shall be given a written reprimand or more serious disciplinary action at such a meeting unless the teacher had advanced notice of the meeting. However, the teacher may waive such notice.

Whenever a teacher is required to meet with the Superintendent for the purpose of disciplining the teacher, the teacher shall be given at least a day's notice and the reasons for the meeting. Further, the teacher may be accompanied by a person of his/her choice. However, the teacher may waive such notice. Following such a meeting, a written summary of the meeting and/or the findings shall be provided to the teacher.

Whenever a teacher is required to appear before the Board concerning disciplinary matters, he/she shall be given a five (5) day prior written notice of the reasons for the meeting or hearing and may be represented by a person of his/her own choosing.

**ARTICLE 10.0        RESIGNATIONS**

**Section 10.1    Agreed Liquidated Damages on Contract Termination**

- 10.1.1    Purpose: The Board and the Association agree that when a teacher resigns or otherwise fails to honor his/her contract after execution, or after the applicable date under the Kansas Continuing Contract Law, the damages to the school district are significant. While the monetary value of the above damages is difficult to determine, the parties agree to the amounts established below.
- 10.1.2    A teacher currently under contract shall be declared under contract for the next teaching year unless a resignation is submitted on or before the date prescribed by the current Continuing Contract Law of the State of Kansas. New teachers coming into the district shall be declared under contract when the Board has approved their contract.
- 10.1.3    In the event a teacher resigns or fails to honor the terms of his/her contract after the effective date set out above, the Board and teachers agree that the teacher shall pay to the Board liquidated damages as follows:
- a) If the teacher resigns in the thirty (30) day period immediately following the date prescribed by Kansas law, the parties agree that liquidated damages shall be 2.5% of the base salary.
  - b) If the teacher resigns or fails to fill his/her contract after July 15, the parties agree that liquidated damages shall be 4.0% of the base salary.
  - c) The liquidated damages provisions will not be enforced prior to July 1 if the parties have not completed negotiations for the ensuing school year. All liquidated damages provisions will be enforced after July 1 regardless of the status of negotiations.
  - d) It is agreed that the teacher shall pay the amount of liquidated damages to the Board prior to the Board accepting the resignation of the teacher and releasing the teacher from his/her contract.
  - e) It is further agreed that in the event the Board owes the teacher additional salary after the teacher resigns or fails to honor his/her contract, the Board may deduct the amount of agreed liquidated damages from the amount owed to the teacher, and the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount to the teacher by the Board.
  - f) The Board reserves the right to waive the provisions of this Agreement for liquidated damages if, in the opinion of the Board, such waiver is appropriate.

**ARTICLE 11.0    TERMINATION AND NONRENEWAL OF CONTRACTS**

**Section 11.1    USD 315 Fair Dismissal of Teachers**

The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers.

If the nonrenewal is to be based on ineffective performance, the district evaluation procedure shall be followed. 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 prior to the termination or nonrenewal. The procedure for non-renewal shall be as follows:

**1. Notice of intent**

If teacher is nonrenewed, he/she shall be notified prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal.

**2. Request for meeting**

The nonrenewed teacher will have fourteen calendar days from the receipt of the letter to file a written request with the board clerk for a meeting with the Board in executive session. During the meeting, the district shall proffer the entire basis for the nonrenewal and the teacher may present his/her response.

**3. Board renders final decision within 10 days of the meeting**

After consideration, the board shall determine the matter. The decision of the board shall be final, subject to appeal to the district court as provided in K.S.A. 60-2101, and amendments thereto. It is the intention of the parties that the decision is rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal. The teacher shall pay for his/her expenses, including any witnesses and/or representation.

**Section 11.2    Separation – Reduction in Force**

**11.2.1** In the event the Board decides that the number of licensed staff must be reduced, the following guidelines will apply. Reductions will be accomplished by the attrition due to retirements and/or resignations and through a determination by the Board (as outlined below).

**11.2.2** To determine the number of teaching positions needed, the administrative staff will ascertain the educational programs necessary for the district to meet the goals established by the Board. In turn, the number of teaching positions to be reduced will be based on these findings.

All teachers will be evaluated in relation to the educational goals of the District using the rubric contained in Appendix D of this agreement.

In the event two teachers eligible for the same position, receive the same score on the rubric; the teacher employed first, provided the service has been uninterrupted, shall be retained.

11.2.3 Any licensed employee who has not been re-employed as a result of reduction in force shall be considered for re-employment if vacancies exist for which the teacher would qualify.

It shall be the responsibility of the licensed employee to notify the district of his/her address and the teaching position(s) desired. In order to be eligible for re-employment, application must be made within thirty (30) days after the employee received a non-renewal notice. The Board will not be required to consider reinstatement of any such employee after a period of one year from the date of non-renewal.

See Rubric (Appendix "D")

Section 11.3 **Staff Attrition**

Reduction in licensed staff which may be required due to decreasing enrollments, change in financial support, changing programs or other factors, shall be accomplished whenever possible through normal procedures of resignations, retirement, and other methods of staff attrition.

Section 11.4 **Superintendent's Recommendations**

Beyond normal staff attrition, on or before March 15 of any school year, the Superintendent shall recommend to the Board, the grades, areas, or programs where fewer employees are needed or where programs shall be discontinued.

Section 11.5 **Non-compliance of any Federal or State Law**

If the reduction of an employee's position based upon the provisions of this policy would place the school district in non-compliance of any federal or state law or regulations requiring affirmative action employment practices, the district may vary from this policy only to the extent necessary to comply with such laws or regulations.

Section 11.6 **Due Process Laws**

Nothing contained in this reduction in force policy shall deny either party rights created by due process laws of the State of Kansas.

**ARTICLE 12.0 PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE**

Section 12.1 **Appraisal Procedures**

The evaluation of licensed personnel by a KSDE approved evaluation tool, and agreed upon by the Board and Association, shall include the following evaluation procedures:

12.1.1 **Timeline and Deadline Requirements**

Years	Number of appraisals	Formal observations	Completion date
1 & 2	Two (2) per year	During the first 60 days of each semester	No later than five (5) school days after the 60 <sup>th</sup> day of each semester
3 & 4	One (1) per year	By February 15 each year	No later than five (5) school days after February 15 each year
5 & on	One (1) every two (2) years	By February 15 during the appraisal year	No later than five (5) school days after February 15 each year

12.1.2 **Student Performance Measures**

Student Performance Measures may include state assessments, commercial assessments, locally created assessments, or indicators consistent with the State Board of Education outcomes to be determined during the goal setting process by the administrator and teacher.



**ARTICLE 13.0 ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**Section 13.1 Association Leave**

**13.1.1 Definition:**

Association leave are those days which officers and/or elected representatives of KNEA Colby are to be relieved of classroom and other school duties to attend KNEA and/or NEA meetings and to negotiate annually with the Board as a representative of the KNEA Colby.

**13.1.2 Procedure:**

- a) The total number of days of absence for all staff involved acceptable for this purpose shall not exceed twelve (12) days in any one school year;
- b) No individual teacher shall be absent for this purpose more than three (3) days in any one school year;
- c) Any part of the regular working day for teachers (8:00-4:00 or 7:50-3:50) less than one-half (1/2) day shall constitute a half day;
- d) Any part of the regular working day for teachers (8:00-4:00 or 7:50-3:50) in excess of one-half (1/2) day shall constitute a full day;
- e) The Board shall pay the regular day salary (179th) during absences for association leave;
- f) All requests for absence under the conditions of this policy shall be approved by the appropriate building principal and forwarded to the Superintendent at least five (5) school days prior to the requested day of leave;
- g) Violations of policy shall result in one (1) full day's salary deduction per absence and may result in dismissal by the Board.

**ARTICLE-14.0 DURATION OF AGREEMENT**

This agreement shall govern the rights, as provided in this agreement, of the USD 315 Board of Education, Thomas County, Kansas and KNEA Colby during the effective period of twenty-four (24) months from July 1, 2021 through June 30, 2023.

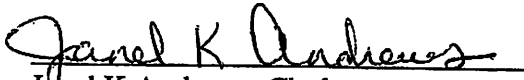
**2022-23 settlement note**

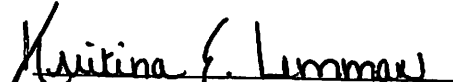
The 2022-23 salary schedule will be increased \$1,150  
Base salary \$45,040

In the event revenue made available to the district's general fund varies from current projections by more than five (5) percent, or if a concern(s) arise during the school year, then either KNEA Colby or the Board of Education may give notice to reopen professional negotiations for the sole purpose of discussing the concern(s) or the economic impact of the funding variance to determine whether any financial adjustment is appropriate.


**ATTEST:**

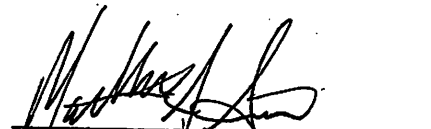
Dated this 19<sup>th</sup> day of July, 2021 at Colby, Kansas

  
Janel K Andrews, Clerk  
USD 315 Board of Education

  
Kristina E Lemman, President  
USD 315 Board of Education

Dated this 9<sup>th</sup> day of July, 2021 at Colby, Kansas

  
KNEA Colby representative

  
Chief Negotiator  
Matt Sims  
KNEA Colby

**Members of the 2021-23 Negotiation Teams:**

**KNEA-Colby**  
Matt Sims, Chief Negotiator  
Paige Gawith  
Megan Rietcheck  
Andrea Arnoldy, Executive Committee

**USD 315 Board of Education**  
Shelby Barnett, Chief Negotiator  
Brice Barton  
Kristina E Lemman, alternate

APPENDIX "A"

**UNIFIED SCHOOL DISTRICT 315**

**Grievance Report Form**

Procedure: Check one to indicate level of grievance

Level II – Principal \_\_\_      Level III – Superintendent \_\_\_      Level IV – Board of Education \_\_\_

Name of Grievant

Building

Assignment

\_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. Relevant contract provisions: \_\_\_\_\_

\_\_\_\_\_

C. Statement of grievant's claim:  
Statement of facts upon which grievance is based (attach additional pages if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Desired: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\*\*\*\*\*

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

E. Disposition by the appropriate administrator (attach additional pages if necessary).

\_\_\_\_\_  
\_\_\_\_\_

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

**APPENDIX "B"**

**TEACHER CONTRACT**

This contract, made and entered into, this 1st day of September, 2021 by and between the Board of Education of Unified School District No. 315, Thomas County, Kansas, hereinafter called the "Board" and "name", hereinafter called the "Teacher".

The parties hereto agree that Teacher shall be employed by the Board as an employee of said Unified School District No. 315, Thomas County, Kansas, for the school year 2021-22 as defined and scheduled by the Board, which shall include 179 duty days of teaching and other assignments as designated by the Board, including, but not limited to "duty". Placement on the 2021-22 salary schedule is at "step", (subject to course work completed by August 30, 2021 supported by a transcript or receipt for a requested transcript and letter from the institution, if any) with a salary of "salary" plus the current Board paid health insurance benefit for said year for the district group health insurance plan(s) only, payable in twelve (12) equal installments, on or about the 25th day of each month, commencing September 24, 2021 subject to the following terms and conditions:

1. The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and the Teacher shall be subject to the policies, orders, rules and regulations of the Board; however, said policies, orders, rules and regulations are not a part of this contract. The Board reserves the right to transfer or reassign the Teacher to any other school, or to any educational project or program of the school district for which the Teacher is qualified.
2. This contract is contingent upon the Teacher being and remaining certificated during the term of employment hereunder with respect to the position for which the Teacher is employed as provided by law; in the event the Teacher shall be unable to furnish to the Board and to maintain an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this Contract shall be null and void, terminated and canceled.
3. As a condition to entering or continuing employment, the Teacher is required to have on file a certification of health signed by a licensed physician, the expense thereof to be borne by the district, as provided by K.S.A. 72-5213.
4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation herefore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
5. In the event Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the Board and the negotiated agreement. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the Board and the negotiated agreement.
6. Advancement by the Teacher on any salary schedule adopted by the Board shall not be automatic, but shall be at the discretion of the Board and shall be based on the Teacher's past performance and other factors deemed relevant by the Board.
7. 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, and to all other applicable United States and Kansas Laws.

WITNESS OUR HANDS on the day and year first above written.

USD 315 Colby Public Schools  
THOMAS COUNTY, STATE OF KANSAS

By \_\_\_\_\_  
President, USD 315 Board of Education

2021-22 Teacher FTE:

Attest:

\_\_\_\_\_  
Clerk, USD 315 Board of Education

\_\_\_\_\_  
Teacher

**APPENDIX "B.1"**

**TEACHER CONTRACT**

This contract, made and entered into, this 1st day of September, 2022 by and between the Board of Education of Unified School District No. 315, Thomas County, Kansas, hereinafter called the "Board" and "name", hereinafter called the "Teacher".

The parties hereto agree that Teacher shall be employed by the Board as an employee of said Unified School District No. 315, Thomas County, Kansas, for the school year 2020-21 as defined and scheduled by the Board, which shall include 179 duty days of teaching and other assignments as designated by the Board, including, but not limited to "duty". Placement on the 2022-23 salary schedule is at "step", (subject to course work completed by August 30, 2022 supported by a transcript or receipt for a requested transcript and letter from the institution, if any) with a salary of "salary" plus the current Board paid health insurance benefit for said year for the district group health insurance plan(s) only, payable in twelve (12) equal installments, on or about the 25th day of each month, commencing September 23, 2022 subject to the following terms and conditions:

1. The services to be performed by the Teacher hereunder shall be as determined and assigned by the Superintendent of Schools, and the Teacher shall be subject to the policies, orders, rules and regulations of the Board; however, said policies, orders, rules and regulations are not a part of this contract. The Board reserves the right to transfer or reassign the Teacher to any other school, or to any educational project or program of the school district for which the Teacher is qualified.
2. This contract is contingent upon the Teacher being and remaining certificated during the term of employment hereunder with respect to the position for which the Teacher is employed as provided by law; in the event the Teacher shall be unable to furnish to the Board and to maintain an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this Contract shall be null and void, terminated and canceled.
3. As a condition to entering or continuing employment, the Teacher is required to have on file a certification of health signed by a licensed physician, the expense thereof to be borne by the district, as provided by K.S.A. 72-5213.
4. In the event the employment of the Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation herefore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
5. In the event Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the rules and regulations of the Board and the negotiated agreement. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the Board and the negotiated agreement.
6. Advancement by the Teacher on any salary schedule adopted by the Board shall not be automatic, but shall be at the discretion of the Board and shall be based on the Teacher's past performance and other factors deemed relevant by the Board.
7. 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, and to all other applicable United States and Kansas Laws.

WITNESS OUR HANDS on the day and year first above written.

USD 315 Colby Public Schools  
THOMAS COUNTY, STATE OF KANSAS

By \_\_\_\_\_  
President, USD 315 Board of Education

2022-23 Teacher FTE:

Attest:

\_\_\_\_\_  
Clerk, USD 315 Board of Education

\_\_\_\_\_  
Teacher

**APPENDIX "C"**

**USD 315 COLBY PUBLIC SCHOOLS  
COLBY, KANSAS**

**Contract for Supplemental Duties**

**NAME:** \_\_\_\_\_ **Current school year** \_\_\_\_\_  
**Activity/Athletic** \_\_\_\_\_ **Considerations** \_\_\_\_\_  
**Supplemental Duties** \_\_\_\_\_ **% of Base** \_\_\_\_\_ **Experience %** \_\_\_\_\_ **Salary \$** \_\_\_\_\_

All rates applied to the current district base salary. Typically, supplemental salary percentages become part of the \*regular payroll of the district and is prorated on a monthly basis.

\*Upon approval from the activity/athletic director and the Superintendent, accommodations may be made to compensate the employee during the course of the athletic/activity duty assigned

Continuing contract law does not apply to supplemental contracts.

\_\_\_\_\_  
Athletic/Activity Sponsor                      Date

Attest:

\_\_\_\_\_  
Superintendent of Schools  
USD 315 Board of Education

\_\_\_\_\_  
Clerk  
USD 315 Board of Education

APPENDIX "D"

USD 315 Reductions in Force Rubric

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

Years of Experience in USD 315	Endorsements per KSDE	Education and Training	District Evaluation	Extra duty assignments, sponsorships and support activity
Experience must be in USD 315 at a full-time teaching position	Number of classes endorsed to teach on current license	Salary Column Placement	Use the average of the last three evaluations	An overview of all other related activities
2 points per year	2 points per class	2 points per column Circle one:  BS + 0  BS + 8  BS + 16  BS + 24  BS + 40  MS + 0  MS + 8  MS + 16  MS + 24 SPEC/PhD/EdD	Add 1 point for each domain rated proficient. Add 2 points for each domain rated accomplished. Add 3 points for each domain component rated distinguished. Deduct 1 point on each domain component rated unsatisfactory.  Evaluation 1: _____ points Evaluation 2: _____ points Evaluation 3: _____ points  *5 Domains per evaluation	2 points per activity  _____  _____  _____  _____  _____  _____  _____
<b>MAXIMUM:</b> 30 points	<b>MAXIMUM:</b> 10 points	<b>MAXIMUM:</b> 18 points	<b>MAXIMUM:</b> 45 points	<b>MAXIMUM:</b> 20 points
<u>Total Points:</u>	<u>Total Points:</u>	<u>Total Points:</u>	<u>Total Points:</u>	<u>Total Points:</u>

**Grand Total:** \_\_\_\_\_