

# Negotiated Agreement

Between The

Board of Education  
Unified School District #313

And

Buhler NEA

for the

2018-2019  
School Year

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All agreements specified below which have been ratified by the Buhler NEA and adopted by the board of education shall continue in effect until amended through the negotiations process.

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PREAMBLE

**AGREEMENT** made and entered into as of the 8th day of August, 2016, by and between THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 313, hereinafter referred to as the "Board," and BUHLER NEA DISTRICT 313, hereinafter referred to as "Buhler-NEA."

**WHEREAS**, the Legislature of the State of Kansas has established a procedure for professional employees employed within the school district of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the employees, excluding administrators, within the school district have designated Buhler-NEA as their representative for professional negotiations; and

**WHEREAS**, the Board and Buhler-NEA recognize and declare that providing a quality education for the students of Unified School District #313 is their mutual desire and that the character of such education depends predominately upon the quality and morale of the teaching staff; and

**WHEREAS**, it shall be the mutual aim of the parties of this agreement to improve the quality and morale of the teaching staff; and

**WHEREAS**, representatives of the Board have met with representatives of Buhler-NEA and have negotiated in good faith the terms and conditions of professional service; and

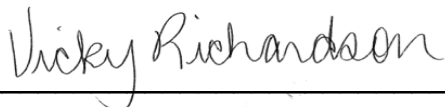
**WHEREAS**, the Board and Buhler-NEA agree that both parties shall be bound by this agreement.

**SAVINGS CLAUSE**

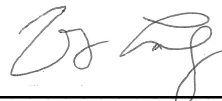
If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application should not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall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

**DURATION OF NEGOTIATED AGREEMENT**

This negotiated agreement shall become effective August 28, 2017 provided it is ratified by a majority of the members of the Board of Education and a majority of the members of Buhler-NEA. All articles in this agreement shall continue in full force for the remainder of the 2017-18 contract year.



\_\_\_\_\_  
Kara Voss  
Co-Chairpersons, Buhler-NEA  
Negotiations Committee



\_\_\_\_\_  
President, Board of Education  
Buhler USD #313

## DEFINITIONS

### 1. Job Sharing

Two people voluntarily decide/agree to share the responsibilities of one full time teaching position. Benefits in this negotiated agreement regarding leaves, and/or monies accrued and/or owed shall be granted on a prorated basis to these teachers.

Benefits, leaves, and/or monies accrued and/or owed shall be reviewed and agreed upon by job sharing teachers with the business manager and the building principal. Said agreement shall be in writing. Both job share teachers must sign and receive a copy of said agreement.

### 2. Part time

A teacher who is employed for only part of the workday is a part time employee.

Benefits, leaves, and/or monies accrued and/or owed shall be reviewed and agreed upon by both part time teachers with the business manager and the building principal. Said agreement shall be in writing. The part time teacher must sign and receive a copy of said agreement.

### 3. BAC is defined as Burkholder Administration Center.

### 4. Maintenance of Standards

The current policies, practices and terms of agreement will be maintained if changed by act of the Kansas Legislature unless otherwise negotiated by the Board of Education and the Buhler-NEA.

## GRIEVANCE PROCEDURE

### 1. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting teachers which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 2. Definitions

A. Grievance: A complaint by a teacher or a group of teachers, that an alleged violation, misinterpretation or misapplication exists between the grievant and the employer involving the interpretation of application of this negotiated agreement and board of education policies affecting conditions of employment.

B. Aggrieved Person: The person, or persons, making the complaint.

C. Party in Interest: The person, or persons, 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.

### 3. Procedure *(See Appendix Grievance Report, p. 33)*

#### A. Level One

The aggrieved person shall first discuss the problem with his principal or other immediate superior. During this discussion the aggrieved person shall seek to resolve the matter informally.

#### B. Level Two

- i. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within a maximum of ten (10) school days or fourteen (14) calendar days after discussion of the grievance, he/she may file the grievance in writing with the principal
- ii. Within a maximum of ten (10) school days or fourteen (14) calendar days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person in an effort to resolve the grievance. The grievant may have present at the hearing a representative of their choosing. The principal shall submit his decision in writing to the aggrieved person within a maximum of ten (10) school days or fourteen (14) calendar days after the meeting.

#### C. Level Three

- i. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days or fourteen (14) calendar days after presentation of the grievance, he/she may file the grievance with the superintendent or his designee.
- ii. Within a maximum of ten (10) school days or fourteen (14) calendar days after receipt of the written grievance by the superintendent, the superintendent or his designee will meet with the aggrieved person in an effort to resolve the grievance. The grievant may have present at the hearing a representative of his/her choice. The superintendent shall submit his decision in writing to the aggrieved person within a maximum of ten (10) school days or fourteen (14) calendar days of the meeting.

#### D. Level Four

- i. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days or fourteen (14) calendar days after presentation of the grievance, he/she may file the grievance with the Board of Education.
- ii. Within a maximum of thirty (30) days after receipt of the written grievance by the Board, the Board will meet the aggrieved person and any representative that he/she may elect. The Board shall submit its decision in writing to the aggrieved person within a maximum of ten (10) school days or fourteen (14) calendar days of the meeting.

#### E. Level Five

- i. The aggrieved person may seek redress in a court of law.

### **PROCEDURE FOR RESOLVING COMPLAINTS AGAINST TEACHERS**

It is the policy of the Board of Education to resolve all complaints regarding teachers at the lowest possible administrative level. (See policy KN and Board Policy Handbook)

In general, the following guidelines for handling complaints are to be followed:

- Teachers are protected, as much as possible, from unnecessary, spiteful or unwarranted criticism.
- If possible, complaints are to be referred to the teacher for resolution.
- Complaints will be investigated fully and fairly, and the teacher's rights to due process will be protected at all times.

- The teacher involved will be informed and will be given every opportunity for explanation, comment and presentation of the facts as the teacher sees them.
- The teacher also will be given the opportunity to meet with the person(s) making the complaint if the teacher so desires, and if the person(s) agree(s).
- Only in those cases where satisfactory adjustment cannot be made by a principal or the superintendent working cooperatively or individually, shall the superintendent refer complaints to the board.
- Complaints are to be resolved in as timely a manner as possible.

## TEACHER EVALUATION

The following statement of purpose, policy and procedures for teacher evaluation is outlined for Buhler USD 313 educators.

The Kansas State Department of Education (KSDE) in partnership with the Kansas education community is committed to setting high expectations for all students' academic performance. The Kansas Educator Evaluation Protocol (KEEP) was designed to espouse support and acknowledgement of critical components of professional practice that ensures valid outcomes. The KSDE recognizes that along with the education community, it is our collective responsibility to support an evaluation system that provides formative feedback to those being evaluated so that performance can improve over time and the evaluation system can contribute to student achievement.

### Purpose

The purpose of the Buhler USD 313 Teacher Evaluation Plan is two-fold: Professional Learning and Quality Assurance.

- Purpose one, Professional Learning, includes enhanced understanding of sound teaching practices, district curriculum standards, self-assessment and self-directed learning, reflection on practice, and collaboration within a community of learners.
- The second purpose, Quality Assurance, provides a basis for continued employment. This dual purpose will be accomplished by:
  - providing formal and informal opportunities for dialogue between principals and teachers to objectively consider and evaluate teacher knowledge, skills and understandings. It is the belief of the Board of Education, the administration, and teachers that this dialogue provides a vehicle to improve classroom practices and enhance student achievement.
  - encouraging teachers to constantly reflect on their professional practices related to district priorities, curriculum standards, building action plans, and individual responsibilities.
  - connecting the evaluation process with each teacher's Individual Development Plan.
  - providing an objective measure by which principals can make recommendations to the superintendent concerning continuation of employment for teachers.
  - providing the context to influence:
    - ~reflective, self-directed, self-analyzing, interdependent teachers who examine their own practices.
    - ~teachers continually willing to improve their teaching.
    - ~teachers who are committed to teaching the district curriculum and are striving for high student achievement.

For evaluation purposes, teachers are divided into three categories:

#### Probationary Teachers

- Teachers *in their first two consecutive years* of employment in Buhler USD 313 will be evaluated once each semester of employment by no later than the 60th school day of each semester.
- Teachers *in their third consecutive year* of employment in Buhler USD 313 will be evaluated at least once, no later than February 15.

#### Teachers Beyond Probationary Period: Professional Growth

- Teachers *in their fourth consecutive year* of employment in Buhler USD 313 will be evaluated at least once, no later than February 15.
- Teachers *beyond their fourth year* shall be evaluated at least once every three years; i.e., 7<sup>th</sup>, 10<sup>th</sup>, 13<sup>th</sup>, etc., no later than February 15 in the year in which the employee is evaluated.

#### Teachers Beyond Probationary Period: Professional Growth with Assistance

- A teacher may be placed on a Professional Growth With Assistance Plan by the building principal (or administrator) based upon a formal evaluation or documentation warranting such action. This action will be based on performance deemed to be “Unacceptable” according to the **Buhler USD 313 KEEP 2**.
- The principal and teacher will develop an improvement plan based on the **Buhler USD 313 KEEP 2** and identified areas of concern. The teacher may have another teacher or representative present during this process.
- The Professional Growth with Assistance Plan will include the following:
  - ~purpose of the plan
  - ~specific actions to be taken by the teacher and the administration
  - ~timeline, not to exceed one calendar year
  - ~evaluation of Plan of Assistance with appropriate documentation



KANSAS TEACHER EVALUATION PROCESS  
NEW TEACHERS

**Step 1 Cycle 1:** Review of Evaluation Process and Procedures

**To be accomplished with the first 10 calendar days of the school year:**

- Group overview for everyone in the building

**Step 1A Cycle 1:** Intensive Training for New Teachers and New to District/Building Teacher

- Detailed orientation for those being evaluated and their mentors to review process, timeline and examine rubrics.
- Teacher and mentor meet prior to beginning process.
- New teachers meet as a cohort group.

**Step 2 Cycle 1:** Self-Assessment (and IDP Completion) – Goal setting – Beginning of Cycle Conference

- Teacher completes Self-Assessment (using Rubric) and chooses tentative Goals in conjunction with mentor (completed prior to one-on-one conference)  
**Within first 30 calendar days of the start of the school year:**
- Beginning of Cycle Conference with evaluator and teacher to review rubric and goals, prioritize constructs/components, set data sources, timelines, and potential professional learning activities and identify resources.
- Record final decisions/comments.

**Step 3 Cycle 1:** Observation Cycle – Artifact Collection – Mid Cycle Conference

- Collect data and other artifacts determined in step 3
- Observations
  - Pre-Observation Conference
  - Informal: 3-5
  - Formal: 2, one scheduled
  - Post-Observation feedback/reflections
- Mid Cycle Conference with evaluator and teacher to review progress, make adjustments as needed.
- Record adjustments, comments.

**Step 4 Cycle 1:**End of Cycle Conference – Formative Evaluation

- Review and discuss data sources and teacher performances according to the rubrics.
- Revisit and Re-evaluate professional goals. (see Step 3)
- Formative evaluation form completed and signed by the 60<sup>th</sup> day of the semester.
- Teacher has 14 days to respond, in writing.

## Repeat Steps 2 and 3 for the Second Cycle

### Step 4 Cycle 2: End of Cycle Conference – Summative Evaluation

- End of Cycle Conference with evaluator and teacher to review progress towards goals, discuss data sources/artifacts and teacher performance according to the rubrics.
- Record comments.
- Summative evaluation form completed and signed by the 60<sup>th</sup> day of the semester.
- Teacher has 14 days to respond, in writing.

## KANSAS TEACHER EVALUATION PROCESS EXPERIENCED TEACHERS

### Step 1 Annual Review of Evaluation Process and Procedures

#### To be accomplished with the first 10 calendar days of the school year:

- Group overview for everyone in the building
- Detailed orientation for those being evaluated with mentors to review materials and timeline.

### Step 2 Self-Assessment (and IDP Completion) – Goal setting – Beginning of Cycle

- Teacher updates self-assessment rubrics and chooses tentative goals in conjunction with mentor/peer (completed prior to one-on-one conference.)  
**Within first 45 calendar days of the start of the school year:**
- Beginning of Cycle Conference with evaluator and teacher to outline the process, review rubric and goals, prioritize constructs/components, set data sources, timelines, and potential professional learning activities and identify resources. Record final decisions/comments.

### Step 3 Observation Cycle – Artifact Collection – Mid Cycle Conference

- Collect data and other artifacts determined in step 3
- Observations
  - Pre-Observation Conference
  - Informal: 3-5 per cycle
  - Formal: 3 observations, one scheduled
  - Post-Observation feedback/reflections
- Mid Cycle Conference with evaluator and teacher to review progress, make adjustments as needed.
- Record adjustments, comments.

#### Step 4 End of Cycle Conference – Summative Evaluation

- End of Cycle Conference with evaluator and teacher to review and discuss data sources and teacher performance according to the rubrics. Record comments.
- Summative evaluation form completed and signed.
- Teacher has 14 days to respond, in writing.

#### Plan of Assistance

- Teacher should receive a formal list of items that need to be fixed.
- Administration helps teacher find ways (PD activities, classes) to gain any needed training.
- Continued cycle of observation (this should be more frequent than “On Cycle” teacher.)
- Assign a trained mentor who can facilitate improvement.
- Teacher has to continue to collect artifacts and reflect upon those artifacts.
- Teacher observes other classrooms that are strong in teacher’s weakness.

An accountability meeting will be held between the building principal and district administration to ensure all steps have been completed before a recommendation is made to the Board. **Plans of Assistance will be kept permanently in the employee’s personnel file but will not be used in future investigations of unrelated behavior after 5 years if they are successfully completed.**

- Observations - The purpose of observations is to collect data that supports the **Buhler USD 313 KEEP 2**, classroom practices, district curriculum standards, and improved student achievement. Observations can be scheduled or unscheduled, formal or informal.
- Self-evaluation and reflection are integral and important parts of the total evaluation system. Teachers will thoughtfully and carefully reflect on their practices and evaluate themselves on the **KEEP 2 document**. The self-evaluation/reflection is a portion of the formal evaluation process. The principal will provide the setting for a dialogue concerning the issues of reflection and professional growth.
- During the post conference, the Official Evaluation Document must be signed by the principal as the evaluator and by the teacher. These signatures acknowledge that through dialogue with the principal during the post conference, the teacher has been made aware of the contents of the evaluation.
- Within fourteen contract days after the post conference, the teacher may respond to the evaluation in writing. This response shall be attached to and will become part of the evaluation document.
- Signed copies of the Official Evaluation Document shall be filed in the teacher’s file in the principal’s office and in the teacher’s personnel file at the BAC. A signed copy is also given to the teacher. If a Professional Growth Plan with Assistance is implemented, it will be filed in the same manner and become a permanent part of the teacher’s personnel file.

- The teacher’s file, held both in the principal’s office and at the BAC, shall be open to the inspection of the teacher at all times. Credentials and related papers from teacher placement bureaus, which by their own regulations are labeled Confidential, are the only exceptions.
- The Board of Education shall have the option to review any evaluation document when the Board, the superintendent, and/or the principal are present. The only other parties to whom evaluation documents will be made available are: (1) by order of the court of competent jurisdiction, (2) the State Board of Education as provided by K.S.A. 72-7515, (3) the board and administrative staff of any school to which the teacher applies for employment, and (4) other persons as specified by the teacher in writing to the Board.
- Nothing in this document should be construed as being contradictory to existing state laws and regulations regarding teacher evaluation.

## **DISTRIBUTION OF NEGOTIATED AGREEMENTS**

The Board agrees to provide one printed copy of the negotiated agreement for each building (5) and a printed copy for each member of the BNEA executive council and the BNEA negotiations team. The Board agrees to provide these copies of the negotiated agreement within 15 days of ratification by both parties. In addition the Board agrees to post the negotiated agreement on the district web site within the same time frame.

## **NOTIFICATION OF TENTATIVE ASSIGNMENT**

Teachers will be given notification of their tentative assignment for the succeeding school year as soon as it is reasonably known, usually by June 1 of each year. Such notice shall include school and assignment. In the event a change in school or assignment is necessary, the teacher shall be notified in writing as soon as the change can be reasonably finalized.

## **VACANCY NOTIFICATIONS OF EXISTING AND NEWLY CREATED POSITIONS**

As a form of best practice it was agreed with the Buhler Negotiating team on 7/15/2013 that all newly created and vacancy positions will be publicized on the district website. Notice of these open positions will be communicated through district email to all staff.

A teacher who desires transfer to another position within the district may do so by applying for posted vacancies as an “internal candidate” through the online application system via the district website. A resume and cover letter are encouraged, but are not mandatory. Once submitted, the application will be considered by the Interview Team and the teacher may be granted an interview.

## **NOTIFICATION OF TERMINATION OR NONRENEWAL**

According to Education Statute #72-5437: “Written notice to terminate a contract may be served by a board upon any teacher prior to the time the contract has been completed, and written notice

of intention to non-renew a contract shall be served by a board upon any teacher on or before the third Friday in May.”

### **FAIR DISMISSAL POLICY**

When a **non-probationary** teacher is given written notice of the administration’s intention of nonrenewal, the teacher may request a meeting with the Board. The teacher must file the written request with the Clerk of the Board within 10 days from the date of receipt of the written notice.

The Board shall hold such meeting within 10 days after the filing of the teacher’s request. Once in executive session:

- Neither party shall have legal counsel present. The teacher may have a non-verbal representative present.
- The administration shall provide documentation in support of the reason(s) for the intention to not renew the teacher’s contract.
- The teacher shall be afforded an opportunity to respond to the Board.

Following executive session:

- The Board will have 10 days to reconsider its reason(s) for non-renewal and shall make a final decision as to the matter.
- The teacher shall be issued written notice of the Board’s final decision within 7 days.

### **INTERNAL COMMUNICATIONS POLICY**

#### **OBJECTIVE:**

To open lines of communication for items that can be logically construed as beneficial to the educational program.

#### **BASIC ASSUMPTION:**

1. Teachers have a positive contribution to make concerning planning of the educational program. As professionals, they should share in the responsibility for planning, implementing and evaluating the educational program.
2. In order that teachers may better participate in this important process, a formal communications system and procedure is established.

#### **ORGANIZATION:**

1. Each building will establish an internal communications committee at the outset of each year. This committee could be an existing committee such as the Building Team, Curriculum Committee, etc.
2. This designated committee shall inform the staff that one of the functions of the committee is to address issues of staff morale and building climate. Staff concerns can be submitted to this committee which will in turn address them with the administration, either at the building or

district level. Concerns brought to the committee must be done so in writing. The committee must respond to the concern in writing.

## **LENGTH OF PROFESSIONAL CONTRACT**

For the 2018-2019 school year, the length of the basic teacher's contract shall cover a total of 178.5 days. This shall include 167 teaching days and 11.5 days for professional development and related activities. The length of contract for teachers new to the district shall cover a total of 180.5 days. This shall include 167 teaching days and 13.5 days for professional development and related activities.

## **EARLY DISMISSAL**

On early release days, both staff and students in USD 313 shall be dismissed two (2) hours prior to the regular dismissal time.

Teachers will not work if January 2<sup>nd</sup> falls on a Monday.

## **LUNCH DUTY**

The district agrees to provide the certified/licensed employees of all buildings a duty free lunch, free of any student supervision, which will be at least 25 minutes long.

## **TEACHER PLANNING PERIOD**

All teachers shall have 35 to 50 minutes per day for professional planning time on a regular schedule. Teachers may volunteer to teach during their planning time with appropriate compensation as defined in Teacher Substitute Compensation. All attempts will be made to schedule planning time in an uninterrupted block.

## **EMPLOYEE PASSES**

The Board of Education will issue a pass to each certified/licensed staff member and family for admittance to all district sponsored activities for which admission is charged.

## **REDUCTION OF TEACHING STAFF**

Reduction in the teaching staff may occur when the Board of Education finds it necessary for the following reasons:

1. Program elimination
2. Reduction or modification of programs
3. Declining enrollment
4. Budget restraints
5. Reorganization

6. Other reasons deemed necessary by the Board of Education

When the Board of Education has determined that a reduction in staff is necessary, the administration will be directed to develop a recommendation utilizing the following procedures:

1. Evaluate educational program(s) to determine the appropriate staffing.
2. Achieve the necessary reduction of staff employing the following means:
  - A. Attrition by resignation
  - B. Attrition by retirement
  - C. Non-renewal of non-tenured teachers
  - D. Non-renewal of tenured teachers
3. Consider length of service along with license endorsements and performance evaluations when it is necessary to reduce staff through nonrenewal of tenured teachers.
4. Comply with the prescribed legal procedures governing such actions when the necessary reduction of staff must be achieved by nonrenewal of non-tenured or tenured teachers.

**RECALL PROVISION**

Any certified/licensed employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher is qualified.

1. The administration shall recommend to the Board reinstatement of any such teacher determined to be qualified to fill the vacant position.
2. If a teacher is reinstated for the following immediate school year, salary will include any increase that was negotiated for all teachers.
3. Reinstated teachers will be credited with leave benefits accumulated at the time nonrenewal.
4. The Board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of nonrenewal.

**ASSOCIATION LEAVE**

Five days per year are provided for Buhler-NEA association leave. Association leave shall be allocated by Buhler-NEA. Teachers approved for association leave shall reimburse the district the cost of a substitute teacher for the time absent for such leave. Association leave shall require twenty-four (24) hours notification and prior approval from the teacher's immediate supervisor and superintendent of schools. *(Form Attached)*

**JURY DUTY LEAVE**

Employees of Buhler Unified School District #313 shall receive pay while serving on jury duty providing that the jury duty expense check, excluding mileage reimbursement, is endorsed over to the Buhler Unified School District #313.

## **MATERNITY and ADOPTION LEAVE (see more information under FMLA in Certified Handbook)**

Each employee may be granted up to twelve weeks of leave for childbirth/bonding. Maternity leave begins on the date the child is born and concludes when the employee returns to teaching. Adoption leave may begin up to one (1) week prior to obtaining custody of the child and will conclude when the employee returns to teaching.

Applications (see p. 32) must be submitted to the Building Principal for approval and then routed to the district office. Employees should contact Christy Redd in Payroll to discuss the use of Annual Leave, Unused Accumulated Leave and any days that will be unpaid.

If an employee takes more than 6 weeks maternity leave and has elected to have a short-term disability plan, they are eligible to use short-term disability before using Annual Leave.

## **PROFESSIONAL SERVICE LEAVE**

Definition: Leave for performing a professional service where contracted professional staff receive compensation (such as judging for a competition).

The employee is to retain all remuneration received and is to pay the substitute and all other expenses. If remuneration received is not greater than the cost of the substitute, the employee will only reimburse the district the amount he/she received for the service rendered.

Leave for this type of service will be granted by the administration only if the nature of the service performed is related to the employee's present assignment with the district, has professional value and prestige, and the status of the school system is enhanced by having a member of its staff engaged in such an activity.

## **SABBATICAL LEAVE**

A teacher may be granted a sabbatical leave of up to two years for the purpose of professional development. The teacher must have taught in the district for at least five years. Applications shall be approved by the superintendent and Board of Education. Applications must be submitted no later than the first work day in January of the year preceding the sabbatical.

No later than April 10, applicants granted a sabbatical must give the district assurance of their intent to return the next school year. The approval of a sabbatical is contingent upon the ability of the district to secure a suitable replacement on a one or two year basis. Teachers approved for a sabbatical shall be restored to teaching positions upon return. The teacher may remain in the district benefit program with the district paying the approved fixed health insurance benefit while on sabbatical leave. The teacher will not be compensated for the year of sabbatical leave. All leave accumulations will remain.

## **ANNUAL LEAVE**

All full time teachers will be granted 13 days of Annual Leave at the beginning of each school year. Leave shall be pro-rated for any teacher who is contracted for less than full time or who begins



employment after the beginning of the normal contract year or ends employment prior to the end of the contract year.

### **Use of Annual Leave**

Annual Leave may be used for personal, sick, bereavement, or business leave. The district uses an on-line Absence Management program to track use of leave. All leave must be entered into the Absence Management program regardless of whether a substitute is needed or not.

### **Unused Annual Leave**

Any Annual Leave unused at the end of the school year will be transferred into the employee's Unused Accumulated Leave account which shall accrue to a maximum of 80 days. Teachers who have reached their maximum of 80 days and have unused Annual Leave at the end of the school year shall be compensated for their unused Annual Leave at a rate equal to 2/3 the cost of a substitute's daily rate of pay for the district. This compensation shall be included in the June pay check.

### **UNUSED ACCUMULATED LEAVE**

After all Annual Leave days are used for the year, only Sick and Bereavement leave will be granted based on the balance of days available in the employee's Unused Accumulated Leave account. All requests for use of Unused Accumulated Leave must be approved in Aesop by the building principal.

### **UNPAID LEAVE**

Once all Annual Leave and Unused Accumulated Leave is exhausted, the following policies go into effect:

- Requests for Sick/Bereavement Leave – Teachers eligible to use the Sick Leave Bank may apply according to the policy outlined on page 18.
- Requests for Personal/Business Leave – Once the balance of an employee's Annual Leave account reaches zero, certified staff requesting a day off for Personal or Business reasons will incur a pay reduction at the substitute teacher rate for the first day and at a per diem rate for each additional day used. Pay reductions shall be taken in the June paycheck.

Requests for exceptions to the leave policy should be directed to the Superintendent.

### **SICK LEAVE BANK**

A Sick Leave Bank for the certified/licensed teachers of USD 313 is to be used when personal or family illnesses result in the teacher's sick leave accumulation is exhausted. The procedures of the Sick Leave Bank (SLB) shall be as follows: (*see form, p. 34*)

1. The maximum number of days in the SLB shall be equal to the total teacher FTE in the district. Days contributed to the sick leave bank become a permanent part of the district's Sick Leave Bank. The remaining days in the SLB at the end of each contract year will carry over to the next year. If the SLB runs out of days, Buhler-NEA Executive Council will request an additional day from each of the teachers in the district. Teachers will not be required nor expected to comply with this request. Buhler-NEA Executive Council will notify the payroll clerk at the BAC which teachers want to contribute an additional day to the SLB.
2. Beginning with contract year 2006-2007, each returning teacher who chooses to participate in the SLB will contribute up to a maximum of 1 day as determined by the Buhler-NEA Council. This determination will be based on the balance of days remaining in the SLB each year. Any teacher who does not want to contribute to the SLB must notify the payroll clerk at the BAC in writing prior to August 25 for any given year.
3. Teachers new to the district each contract year who choose to participate in the SLB will need to donate one day to the SLB or notify the payroll clerk at the Burkholder Administrative Center (BAC) in writing prior to August 25 of non-participation.
4. Only teachers who contribute to the SLB may use the bank.
5. Days drawn from the bank may be used for personal prolonged illness of the employee, prolonged illness of a member of the employee's immediate family, or bereavement at the loss of a relative or close friend.
6. Teachers may request days from the SLB in writing to the Buhler-NEA Executive Council.
  - a. Teachers may request days from the SLB only after exhausting all other leave. To request a SLB day, the Sick Leave Bank Request Application form should be completed and given to the Buhler NEA President on a monthly basis.
  - b. The maximum number of days that a teacher may withdraw from the bank will be determined by the Buhler-NEA Council. The bank is administered by the Buhler-NEA.
  - c. Applications will be acted upon as received and teachers will be notified by email.
  - d. Denial of the application for days from the SLB may be appealed to an appeal committee. The appeal committee shall consist of one person appointed by the Buhler-NEA, one person appointed by the Board, and one person appointed by mutual agreement of the two appointed members. The decision of the appeal committee will be final.
7. The BNEA Executive Board and President shall receive a sick leave bank report at the end of each 9 weeks.

## **PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES**

After receipt of written authorization from the teacher, the Board shall deduct professional dues from the salary of the teacher and make appropriate electronic monthly remittance to Kansas NEA for said dues. Pursuant to such authorization, the board shall deduct one-twelfth (1/12th) of such dues from the regular salary check of the teacher each month for twelve (12) months, beginning in September and ending in August of each year. Any balance due upon the teacher's termination of employment shall be deducted from such teacher's final check.

Six (6) working days prior to the September pay date, the Buhler-NEA shall provide a listing of teachers with their amount of dues to be withheld along with each teacher's written authorization for payroll deduction for professional dues.

The Buhler-NEA shall indemnify and hold harmless the board from any claims, demands or any other form of liability that shall arise out of any action by the board in complying with the provisions of the above paragraphs.

### **IRC #125 "Cafeteria" FLEXIBLE FRINGE BENEFIT PROGRAM**

Unified School District #313 (hereafter referred to as Employer) **has established a** flexible fringe benefit plan in order to make a wide range of benefits available to members of the Buhler-NEA bargaining unit (hereafter referred to as Employee). **This program has been established** in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with the applicable rules and regulations issued by the Internal Revenue Service. This Plan shall be construed, enforced, and administered, and validity determined in accordance with the Employee Retirement Income Security Act of 1974 (ERISA, as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State of Kansas. Should any provision be determined to be void by any court or competent jurisdiction, this plan will continue to operate and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

The employee may purchase the following tax-exempt benefits by way of salary reduction:

1. **Health** Insurance
2. Dental Insurance
3. Term Life Insurance
4. Cancer Insurance
5. Vision Insurance
6. Prepaid Flexible Medical
7. Prepaid Child/Dependent Care

The employee may purchase the following taxable benefits by way of salary deduction:

1. Tax Sheltered Annuity (Exempt from Federal and State withholding, subject to KPERS and Social Security Tax.)
2. Salary Protection Insurance
3. After Tax Term Life Insurance

Purchase of benefits by way of salary reduction or salary deduction must be from approved companies. A list is available from the Burkholder Administration Center (BAC).

## **HEALTH INSURANCE BENEFIT**

The Board of Education shall provide a fixed health insurance benefit for those teachers enrolled in the approved health insurance plan. The benefit is available only for payment of the health insurance premium. There is no cash, or other option for this benefit. The amount of fixed health insurance benefit shall be determined each year. For 2018-2019, the amount of the benefit will be a defined amount of \$501 per month. Teachers employed less than full time will receive a prorated amount of the benefit. For the 2018-2019 contract year the benefit is \$ 6,012.

## **RESIGNATION / RETIREMENT**

The Board shall consider the resignation/retirement of any non-administrative certified/licensed employee which is submitted to the Board in writing. According to Kansas State Statute K.S.A. 72-5436: "A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14<sup>th</sup> calendar day following the third Friday in May."

Teachers will be paid a \$750 stipend if they give written notice to the Board prior to November 1, a \$500 stipend if they give written notice to the Board between November 1 – January 31, and a \$250 stipend if they give written notice to the Board between February 1 – March 31. The stipend will be paid on the regular June paycheck. The stipend is further subject to a prorated basis for job sharing and part time teachers.

A certified/licensed employee who has signed a contract and accepted a teaching position in the district for the coming year or who has not resigned by the continuing contract notice deadline shall not be released from that contract to accept another position until a competent replacement has been contracted.

Employees are placed in Groups based on KPERS eligibility and hire dates as listed in the section entitled "Retirement Benefits" below. Groups 2, 3, and 4 include a matching plan invested in a 403(b) for as long as employed. This investment is a benefit available to all staff in these groups. The match plan began on October 1, 2015.

Employees in Group 2 receive a \$100 match plan invested in a 403(b) for as long as employed. Employees in Group 3 receive a \$75 match plan invested in a 403(b) for as long as employed. Employees in Group 4 receive a \$50 match plan invested in a 403(b) for as long as employed.

In order to receive any 403(b) district paid match at the time of resignation/retirement the employee must have 10 or more years of service at USD 313. The employee's portion of the 403(b) investment remains theirs regardless of years of service.

The Board of Education will pay \$25 per day for Unused Accumulated Leave upon resignation with a fifteen (15) year vesture. Benefit amounts that exceed \$500 will be deposited into a Post Funding Retirement Plan with Security Benefit, or the District approved company. Benefit amounts of \$500 or less will be paid on the regular June paycheck. This benefit is pro-rated based on FTE and is not allowed for terminations.

## DISTRICT RETIREMENT BENEFITS

Eligibility and requirements for all retirement benefits for 2018-2019 are as follows:

- A certified/licensed teacher must have served at least 10 years of KPERS covered service in the district. If a teacher has a combination of full and part-time service at any time during the last three years of employment, the benefit will be calculated on the final average as defined by KPERS during that period of employment.
- An employee's age and length of service in Kansas public schools total 85, or when the employee reaches age 62, but prior to age 65 on or before their KPER's retirement month (applies to those in Groups 1 and 2).
- In order to receive any district paid match at the time of resignation/retirement the employee must have 10 or more years of service at USD 313. The employee's portion of the 403(b) investment remains theirs regardless of years of service.

Eligibility, as specified herein, shall be determined by district administration following receipt of written notification of retirement. Upon final approval by the Board of Education, district administration shall notify the applicant of final disposition, the date and amount of retirement benefits to be paid.

All cash benefits shall be subject to the appropriate withholdings.

The requirements for notification contained in this program shall not be interpreted as to cause a teacher to abdicate rights provided by state law. However, failure to provide the required notification may result in the disapproval of the request.

### **Teachers meeting the criteria set forth in this section shall be eligible for retirement benefits as specified below:**

**Group 1** includes all current employees retiring during the 2018-2019 school year. They can choose from Option 1 or 2 as follows:

#### **Option 1**

- 9% of their final salary for a total of 3 years or age 65, whichever is shorter. This benefit is deposited in one annual payment (in July) to a Post Funding Retirement Plan with Security Benefit, or the district approved company.
- Full Health Insurance Benefit for 5 years or age 65, whichever is shorter. To receive this benefit the employee must have been enrolled in the district sponsored health insurance plan within the last year of their employment. They will receive a defined benefit equal to the amount given to current employees toward single or family insurance coverage in the district approved health insurance plan until they are Medicare eligible or for a term not to exceed five (5) consecutive years. The five (5) year term shall commence with the first month the teacher is deleted from the USD 313 payroll for the purpose of approved retirement. In all instances, the paid benefit shall terminate on the last day of the last month before the employee's age eligibility for Medicare benefits.

In the event of the retired teacher's death, the retired teacher's spouse may continue to purchase a single or family district health insurance until said spouse reaches Medicare eligibility.

### **Option 2**

- 9% of their final salary for a total of **5 years** or age 65, whichever is shorter. This benefit is deposited in one annual payment (in July) to a Post Funding Retirement Plan with Security Benefit, or the district approved company.

*Employees in Group 1 will declare each August during open enrollment whether they wish to remain in Group 1 or move to Group 2.*

**Group 2** includes all current employees that are eligible to retire between and including the 2019-2020 and 2023-2024 school years. They can choose from Option 1 or 2 as follows:

### **Option 1**

- 4% of their final salary for a total of 3 years or age 65, whichever is shorter. This benefit is deposited in one annual payment (in July) to a Post Funding Retirement Plan with Security Benefit, or the district approved company.

### **Option 2**

- Full Health Insurance Benefit for 3 years or age 65, whichever is shorter. To receive this benefit the employee must have been enrolled in the district sponsored health insurance plan within the last year of their employment. They will receive a defined benefit equal to the amount given to current employees toward single or family insurance coverage in the district approved health insurance plan until they are Medicare eligible or for a term not to exceed 3 consecutive years. The 3 year term shall commence with the first month the teacher is deleted from the USD 313 payroll for the purpose of approved retirement. In all instances, the paid benefit shall terminate on the last day of the last month before the employee's age eligibility for Medicare benefits.

In the event of the retired teacher's death, the retired teacher's spouse may continue to purchase a single or family district health insurance until said spouse reaches Medicare eligibility.

**No matter which above option is chosen, they would also receive the following:**

- A \$100.00 match plan invested in a 403(b) for as long as employed.

**Group 3** are all current employees that are eligible to retire in and after the 2024-2025 school Year AND were hired in or before the 2007-2008 school year. They will receive the following:

- 50% of Full Health Insurance Benefit for 3 years or age 65, whichever is shorter. To receive this benefit the employee must have been enrolled in the district sponsored health insurance plan within the last year of their employment. They will receive a defined benefit equal to 50% of the amount given to current employees toward single or family insurance coverage in the district approved health insurance plan until they are Medicare eligible or

for a term not to exceed three (3) consecutive years. The three (3) year term shall commence with the first month the teacher is deleted from the USD 313 payroll for the purpose of approved retirement. In all instances, the paid benefit shall terminate on the last day of the last month before the employee's age eligibility for Medicare benefits.

In the event of the retired teacher's death, the retired teacher's spouse may continue to purchase a single or family district health insurance until said spouse reaches Medicare eligibility.

- A \$75.00 match plan invested in a 403(b) for as long as employed.

**Group 4** are all current employees hired during or after the 2008-2009 school year. They will receive the following:

- A \$50.00 match plan invested in a 403(b) for as long as employed.

**Retirees with a 10-year vesture will receive a benefit for Unused Accumulated Leave** at the rate of \$25 per Day. Benefit amounts that exceed \$500 will be deposited into a Post Funding Retirement Plan with Security Benefit, or the District approved company. Benefit amounts of \$500 or less will be paid on the regular June paycheck. This benefit is pro-rated based on FTE. (In the event of the teacher's death, payment for any unused Leave shall be made to the designated beneficiary of the KPERS term life insurance. In the event that there is no designated beneficiary, payment shall be made to the residual estate of the teacher.)

## **SUPPLEMENTAL SALARY COMMITTEE STRUCTURE**

Employees and administration may utilize a committee to make recommendations to the Board in the area of supplemental duties and extended contracts for employees. The committee shall consist of six persons as follows: one person designated by the superintendent, the high school and middle school assistant principals for student activities/athletics, one high school employee, one middle school employee, and one elementary employee. The employee members shall be appointed by BNEA and one must be a member of the BNEA negotiation team. The appointments shall be made at the beginning of each school year to be effective for that year. Any employee or administrator may submit an application for modification of supplemental duties or extended contracts for the subsequent school year to the building administrator no later than December 1. The building administrator shall forward such requests to the committee. The committee shall meet outside of the regular workday. The chairperson shall submit recommendations of the committee for additions or deletions of supplemental and extended positions to the superintendent by February 1 so that the Board may consider the matter at the March Board meeting. The chairperson shall submit all recommendations of the committee for changes in amount of extended time and changes in salary to the superintendent and BNEA president by March 1. Final action on this recommendation for amount of extended time and salaries will be through the negotiation process. Changes in addition to these recommendations could be considered during the negotiations process.

## **COMPENSATION FOR NON-INSTRUCTIONAL ACTIVITIES OUTSIDE THE SCHOOL DAY**

Teacher compensation for non-instructional activities shall be paid at a rate of \$10.00 per hour with a two hour minimum. Such non-instructional activities shall include: Supervising of students (teacher is involved in monitoring student behavior and oversight of a student or group of students), working athletic events, ticket taking and selling.

In the event sufficient teachers or qualified citizens of the community do not volunteer for the above duties well in advance of the activity, the building principal is to request teachers as needed to perform the above duties. This is to be done on a rotating and equitable basis.

## **HOURLY COMPENSATION FOR PROFESSIONAL WORK**

The hourly compensation rate for approved professional work outside the professional contract shall be \$15.50. Compensation shall begin for teachers at the time their contract day/year ends. Professional work outside of the contract day/year that is approved by the superintendent (or designee) will be compensated. It is the responsibility of the building principal to obtain prior approval from the superintendent for professional work. Teachers should request a time sheet for this work. The approved work may include, but not be limited to, school improvement efforts by members of the district and/or building leadership teams, curriculum design teams, assessment development and scoring, special projects, and tutoring students. Tutoring of students is assisting a student or group of students in a pre-assigned lesson or activity which does not involve lesson preparation or grading.

Since grade level/department chairpersons are being compensated on the supplemental salary schedule, said chairpersons shall receive no pay for summer work of the grade level/department team. Any summer work or meetings for the grade level/department team shall be only at the request of the grade level/department chairperson.

## **COMPENSATION FOR INSTRUCTIONAL DUTIES OUTSIDE THE CONTRACT YEAR**

Teachers contracted to instruct students beyond the contract year shall receive the amount of an extended contract based on the teacher's base salary. The teacher must prepare, teach and assess a student or group of students. Teacher activity is similar to that of the regular teaching assignment.

Driver Training instructors shall be compensated at a rate of \$200 per student for both Fall and Winter sessions.

## **TEACHER SUBSTITUTE COMPENSATION**

Any teacher substituting for another teacher during his/her conference period shall be compensated at a rate 1/5th of the pay of a substitute for one day. A period less than 60 minutes will be compensated on the following pro-rated basis:

Thirty (30) minutes or less	50% of 60 minute rate
Forty (40) minutes	66 2/3% of 60 minute rate
Fifty (50) minutes	83 1/3% of 60 minute rate
Sixty (60) minutes	20% of daily substitute rate



Building principals will first endeavor to acquire teachers who agree to substitute for another teacher before assigning a teacher. Effort will be made to notify the substituting teacher well in advance of assignment.

## **TEACHER COMPENSATION GUIDELINES**

1. Each year, an increase in total compensation for USD 313 teachers to include salary, supplemental, and health insurance will be established through negotiations.
2. The Board of Education may offer a one-time hiring incentive for new teachers who are employed for a “hard to fill” position, at the Board’s discretion. This incentive amount will be determined by the Board but is not to exceed \$3,000.

Both parties agree that the definition of “hard to fill” is not easily determined. The purpose is to provide the Board with adequate leverage during the hiring process due to competition for qualified staff. Therefore, the Board of Education offers the assurance that the hiring incentive will only be offered to hire the most qualified candidate, as determined by the Board, for a position.

The Board of Education will provide BNEA data regarding the use of and rationale for said hiring incentive practices on a yearly basis.

### **3. Salary Schedule Placement - Original Placement**

The amount of salary for each new teacher employed by the Board shall be determined by his/her placement on the teacher salary schedule.

Teachers new to the district will be placed according to the placement column, which is found to the right of the appropriate education column on the salary schedule based on years of teaching experience. A full semester’s experience shall count as one year of experience. Full semesters taught in two different years shall be combined. In no event shall a teacher be given more than one semester credit over the actual total of years and semesters taught.

### **Vertical Movement**

Subject to negotiations, a teacher may move one step annually. This will continue until the teacher reaches the highest numbered step in his/her specific column.

### **Horizontal Movement**

A returning teacher may qualify for educational enhancement by satisfying one, or a combination of, the following requirements:

A. Evidence of the specified number of earned college hours. Two-thirds (2/3) of all college hours presented for salary enhancement must be for graduate credit. All college hours presented for educational enhancement must be either in the teacher’s assigned teaching field, part of an approved graduate degree program, or approved by the superintendent of schools (or designee).

B. Evidence of earned professional development education points approved by the district Professional Development Council and Board of Education that are equivalent to college hours required for educational enhancement. (20 professional development education points equal one college hour.)

C. A combination of options 3A and 3B, the sum of which must equal the number of college hours specified for educational advancement. (15 graduate hours or 300 points)

In the event a course is rejected by the administration, the teacher may appeal to an appeal board consisting of a Buhler-NEA representative, the superintendent and the teacher's building administrator. The appeal board shall render a decision within one week of hearing the appeal.

**Teachers must notify the district of their intent to earn the necessary college hours and/or approved professional development education by June 1<sup>st</sup>. The official notification must be done by completing the "Intent for Salary Advance" form on My Learning Plan and submitted before June 1<sup>st</sup>.**

### **Verification**

An official college transcript and/or **evidence** of earned staff development points, or other authorized confirmation, must be presented by the teacher **by September 1** to qualify for educational advancement. Permission to advance more than one education column per year must be obtained from the Board of Education.

4. Upon recommendation of the superintendent, an individual teacher may be retained at the same salary for one year. Under no circumstance will a teacher be retained at the same salary more than one year.
5. Teachers contracted for an intramural duty at PHMS shall be paid the full amount of the approved level of column F on the Supplemental Salary Schedule, for assignments requiring 20 days of work. Payment will be reduced 1/20<sup>th</sup> of the full amount for each work day less than 20 days required by the assignment. Payment will be increased 1/20<sup>th</sup> of the full amount for each workday in excess of 20 days required by the assignment.
6. New teachers to the district shall have the option of receiving 1/24<sup>th</sup> of their salary on or before August 15<sup>th</sup> and the balance of their first month's pay (1/24<sup>th</sup>) on or before September 15.
7. New teachers to the district shall be required to attend new teacher professional development for two (2) days longer than returning teachers. These days shall be used for orientation and training.
8. The Board of Education agrees to compensate each educator who teaches a two grade level classroom an annual \$2,000 stipend (\$1,000 stipend per semester).
9. Teachers contracted to teach an overload period shall be compensated an additional one-seventh (1/7) of their primary base contract amount.
10. Any certified/licensed staff member who receives National Board Certification will receive \$1,000 per year for ten (10) years or until employment terminates, whichever is shorter, and will not go

against the certified/licensed base contract total for negotiations.

11. Board Requested Endorsements:

Educators pursuing Board requested endorsements are eligible for reimbursement of the cost of tuition and books for courses required for the endorsement and/or cost of the PRAXIS test in lieu of coursework. Part-time teachers are entitled to receive reimbursement on the same basis as full-time teachers. The teacher must submit an invoice with proof of payment to the district office and will receive reimbursement within 30 days of its receipt.

Completion of the Program

- a) By accepting tuition and books and/or PRAXIS test reimbursement, the educator agrees to continue their employment with the district for three (3) years after completion of the endorsement. If a teacher leaves the district prior to completing the program or prior to expiration of the three-year period after completion, an amount equal to the total amount of tuition and book and/or PRAXIS test reimbursement received by the teacher will be deducted from the teacher's final payroll check. No such deduction will be made if the teacher's employment is terminated or non-renewed by the district within three years after completion of the endorsement program.
- b) If a teacher fails to complete the endorsement and continues to be employed by the district, the teacher shall enter into a repayment plan with the district. Each case will be determined on an individual basis.
- c) The Board requested endorsement must be added to the teacher's license within 1 year from the date of completion. Should a teacher not meet this deadline, a dock of \$100 per month will be assessed against the member until the appropriate endorsement is added to his/her license, not to exceed the total amount of reimbursement for the program of study.

The educator will be allowed to use these credit hours for salary advancement.

12. When a teacher is requested to make a physical move by the administration, said teacher shall receive compensation of \$10/hour for up to ten (10) hours for packing and unpacking. The principal and head custodian should be contacted to schedule the moving of materials.

## **PROFESSIONAL DEVELOPMENT POINTS FOR SALARY ENHANCEMENT**

### **Purpose**

The purpose of this agreement is to provide the district with policy that will support improved student learning through professional development (PD). In addition to providing resources that promote professional development by paying for substitutes, registration fees, honorariums, materials, and days for PD during the contract day, it is the belief of the Board of Education, Administration, and teachers that additional incentives are appropriate.

This policy supports improved student achievement through the implementation of best practices inside classrooms. It addresses the three levels of professional development and learning approved by the KSBE: knowledge, application and impact.

## **Procedures**

For this policy to be productive, the procedures must be in place. Therefore,

1. This policy, together with the district's PD forms, is to be included and explained in all teacher handbooks and in the Professional Development Handbook. The building principal and the PDC representative are charged with the responsibility of discussing the process of applying for and being awarded PD points, for both re-licensure and salary enhancement.
2. On a yearly basis, PD points may be used for salary enhancement in the following ways:
  - Knowledge level points, professional development points – 20 points per year
  - Knowledge level points, graduate level courses – credit hours will be converted to points @ 20 points per hour. Graduate hours are unlimited.
  - Application and Impact points – unlimited, as approved by the PDC.
3. An up-to-date record of each teacher's points will be available through the district's data management system.

## **PROFESSIONAL DEVELOPMENT POINTS FOR RELICENSURE**

Professional Development points will be awarded to staff who complete optional modules on the Public School Works safety and regulatory compliance program. Courses are assigned to employees based on their Primary Occupation and Department and include both mandatory (based on State Statute or District policy) and optional classes with "Rated Minutes" (the number of minutes each test takes on average) for each class. Professional Development points will be given for optional courses based on the "rated minutes" with 60 minutes equaling 1 PD point. Teachers must reflect on the class in My Learning Plan in order to receive PD points.

**Buhler USD 313  
2018-2019 Salary Schedule**

Step	BA		BA+15		BA+30		BA+45		MA		MA+15		MA+30		MA+45		MA+60/Spec		Edd/PHD		
	Initial BA Placement	Initial BS+15 Placement	Initial BS+30 Placement	Initial BS+45 Placement	Initial MA Placement	Initial MA+15 Placement	Initial MA+30 Placement	Initial MA+45 Placement	Initial MS+30 Placement	Initial MS+45 Placement	Initial MS+60/Spec Placement	Initial Edd/PhD Placement									
1	\$36,269	\$37,177	\$38,112	\$39,322	\$40,862	\$42,072	\$43,282	\$44,492	\$46,022	\$47,552	\$49,083	\$50,263	\$51,783	\$53,303	\$54,823	\$56,343	\$57,863	\$59,073	\$60,594	\$62,114	\$63,634
2	\$36,764	\$38,005	\$39,159	\$40,439	\$42,097	\$43,442	\$44,732	\$46,022	\$47,552	\$49,083	\$50,613	\$51,783	\$53,303	\$54,823	\$56,343	\$57,863	\$59,383	\$60,904	\$62,424	\$63,944	\$65,464
3	\$37,259	\$38,833	\$40,207	\$41,557	\$43,332	\$44,812	\$46,182	\$47,552	\$49,083	\$50,613	\$52,143	\$53,673	\$55,203	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444
4	\$37,754	\$39,661	\$41,255	\$42,675	\$44,567	\$46,182	\$47,632	\$49,083	\$50,613	\$52,143	\$53,673	\$55,203	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974
5	\$38,249	\$40,490	\$42,302	\$43,792	\$45,802	\$47,552	\$49,083	\$50,613	\$52,143	\$53,673	\$55,203	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504
6	\$38,744	\$41,318	\$43,350	\$44,910	\$47,037	\$48,923	\$50,533	\$52,143	\$53,673	\$55,203	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034
7	\$39,239	\$42,146	\$44,398	\$46,027	\$48,273	\$50,293	\$51,983	\$53,673	\$55,203	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034	\$73,564
8	\$39,734	\$42,974	\$45,445	\$47,145	\$49,508	\$51,663	\$53,433	\$55,203	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034	\$73,564	\$75,094
9	\$40,229	\$43,803	\$46,493	\$48,263	\$50,743	\$53,033	\$54,883	\$56,733	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034	\$73,564	\$75,094	\$76,624
10	\$40,724	\$44,631	\$47,541	\$49,380	\$51,978	\$54,403	\$56,333	\$58,263	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034	\$73,564	\$75,094	\$76,624	\$78,154
11	\$41,219	\$45,459	\$48,589	\$50,498	\$53,213	\$55,773	\$57,783	\$59,794	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034	\$73,564	\$75,094	\$76,624	\$78,154	\$79,684
12	\$41,714	\$46,288	\$49,636	\$51,615	\$54,448	\$57,143	\$59,233	\$61,324	\$62,854	\$64,384	\$65,914	\$67,444	\$68,974	\$70,504	\$72,034	\$73,564	\$75,094	\$76,624	\$78,154	\$79,684	\$81,214

\* PLEASE NOTE: On this schedule, years of experience DO NOT automatically equate to STEP.

\* New hires to USD 313 are placed according to their qualifying years of experience found in the "Initial Placement" column in red.

\* Following a teacher's "Initial Placement" on the schedule, one year of additional experience equates to one vertical step down in accordance with the negotiated agreement.

**SUPPLEMENTAL SALARY SCHEDULE  
2018-2019**

The index base 1.00 shall be:

\$ 26,000

	A	A	B	B	C	C	D	D	E	E	F	F	
Level	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Level
1	0.200	\$ 5,200	0.130	\$ 3,380	0.100	\$ 2,600	0.070	\$ 1,820	0.050	\$ 1,300	0.030	\$ 780	1
2	0.205	\$ 5,330	0.135	\$ 3,510	0.105	\$ 2,730	0.075	\$ 1,950	0.055	\$ 1,430	0.035	\$ 910	2
3	0.210	\$ 5,460	0.140	\$ 3,640	0.110	\$ 2,860	0.080	\$ 2,080	0.060	\$ 1,560	0.040	\$ 1,040	3
4	0.215	\$ 5,590	0.145	\$ 3,770	0.115	\$ 2,990	0.085	\$ 2,210	0.065	\$ 1,690	0.045	\$ 1,170	4
5	0.220	\$ 5,720	0.150	\$ 3,900	0.120	\$ 3,120	0.090	\$ 2,340	0.070	\$ 1,820	0.050	\$ 1,300	5
6	0.225	\$ 5,850	0.155	\$ 4,030	0.125	\$ 3,250	0.095	\$ 2,470	0.075	\$ 1,950	0.055	\$ 1,430	6
7	0.230	\$ 5,980	0.160	\$ 4,160	0.130	\$ 3,380	0.100	\$ 2,600	0.080	\$ 2,080	0.060	\$ 1,560	7
8	0.235	\$ 6,110	0.165	\$ 4,290	0.135	\$ 3,510	0.105	\$ 2,730	0.085	\$ 2,210	0.065	\$ 1,690	8
9	0.240	\$ 6,240	0.170	\$ 4,420	0.140	\$ 3,640	0.110	\$ 2,860	0.090	\$ 2,340	0.070	\$ 1,820	9
10	0.245	\$ 6,370	0.175	\$ 4,550	0.145	\$ 3,770	0.115	\$ 2,990	0.095	\$ 2,470	0.075	\$ 1,950	10

Level 1 = zero years' experience

**Column A**

Head Basketball BHS  
Head Football BHS  
Head Track BHS \*  
Head Volleyball BHS  
Head Wrestling BHS

**Column B**

Asst Basketball BHS  
Asst Football BHS  
Asst Wrestling BHS  
Band Director BHS  
Forensics BHS  
Head Baseball BHS  
Head Bowling BHS  
Head Cross Country BHS/PHMS  
Head Debate BHS  
Head Golf BHS  
Head Soccer BHS  
Head Softball BHS  
Head Tennis BHS  
Head Volleyball BHS  
Vocal Music BHS

**Column C**

Asst Band Director BHS  
Asst Baseball BHS  
Asst Bowling BHS  
Asst Cross Country (3) BHS/PHMS  
Asst Golf BHS  
Asst Soccer BHS  
Asst Softball BHS  
Asst Tennis BHS  
Asst Track BHS  
Asst Volleyball BHS  
Chairperson PDC

**Column C**

Drama BHS  
FCCLA  
FFA  
Head Basketball PHMS  
Head Cheerleading Coach-Fall BHS  
Head Cheerleading Coach-Winter BHS  
Head Football PHMS  
Head Musical BHS  
Head Soccer PHMS  
Head Tennis PHMS  
Head Track PHMS  
Head Volleyball PHMS  
Head Wrestling PHMS  
Instrumental Music PHMS  
Scholars Bowl BHS  
STUCO BHS  
Vocal Music PHMS  
Yearbook BHS

**Column D**

Asst Debate BHS (2)  
Asst Forensics BHS (2)  
Asst Sports PHMS  
Asst. Cheerleading Coach-Fall BHS  
Asst. Cheerleading Coach-Winter BHS  
Band Assistant - BHS  
Colorguard - Marching band - BHS  
CRU Head-BHS  
Drum Line Instructor - BHS  
Foreign Language Club BHS  
Musical Asst BHS  
National Honor Society BHS  
Pep Band BHS  
Sound Technician  
STUCO PHMS

**Column E**

CRU Assistant-BHS  
Dance Team Sponsor BHS  
#GiveBackBuhler (2)  
Music Dept Choreographer  
Secretary PDC  
Weightlifting BHS (9+1 female)/PHMS

**Column F**

Art Club - BHS  
Cheerleader Sponsor Fall - PHMS  
Cheerleader Sponsor Winter - PHMS  
Dance Team Sponsor PHMS  
Intramural PHMS  
SADD Club Sponsor BHS  
Scholars Bowl PHMS

**Off-Schedule Supplementals**

Elementary Music - \$325/  
program administratively defined  
Senior Class Sponsor - \$472  
Junior Class Sponsor - \$472  
Asst Junior Class Sponsor - \$200  
Head Asst FB, BB, TR, WR at BHS will  
receive an additional \$525.  
Mentor Leaders/New Teacher Mentors-\$1,000  
Mentors for Experienced Teachers-\$500  
PDC Members - \$400  
Team Leaders - \$1,600  
Group Leaders - \$500  
Webmasters - \$1,000  
ESOL Bldg Coordinators - \$1,500  
Professional Work - \$16/hr  
KSHSAA Sanctioned Activity-Success Pay  
administered by BHS Athletic Director

## **STATEMENTS OF UNDERSTANDING**

### **ACADEMIC CALENDAR**

Representatives of Buhler-NEA will meet with the administration each year to provide input into the development of the academic calendar for the following year.

Work time for teachers to complete grade cards at the end of each quarter will be scheduled as follows:

1<sup>st</sup> quarter ends **Friday, October 12** – a half work day will be given on **Monday, Oct. 15**

2<sup>nd</sup> quarter ends **Wednesday, December 20** – a full work day will be given on **Wednesday, January 2**

3<sup>rd</sup> quarter ends **Friday, March 8** – a half work day will be given on **Monday, March 11**

4<sup>th</sup> quarter ends **Wednesday, May 15** – a half work day will be given on **Thursday, May 16**

### **HEALTH INSURANCE**

Representatives of Buhler-NEA will meet with the administration each year to provide input into the health insurance package for the following year.

### **REOPENER CLAUSE**

If the School Finance Law is changed due to the actions of the Kansas Supreme Court and the Kansas Legislature, IBB may be re-opened by request of either the BNEA or the BOE of USD 313. The re-opener will be for financial considerations only. Any other changes would need to be mutually agreed upon between the BNEA and BOE teams.

### **SALARY SCHEDULE STUDY COMMITTEE**

A committee will be formed during the 2018-2019 school year to study the current salary schedule and possible changes to the structure of that schedule. The committee will consist of 5 certified and 5 district representatives. The committee will make any recommendations for change to the BOE and BNEA IBB teams for the 2019-2020 year.

### **ADDITIONAL CONTRACT DAYS**

In an effort to maximize learning opportunities for both students and teachers, the USD 313 Board of Education has the set goal of enhancing our school calendar by four days over three years. These four days will be two additional student contact days and two additional days of professional development for certified staff. 1 of those additional student days is a part of the agreement for this coming school year, 2018-2019.

## **CERTIFIED STAFF HANDBOOK**

A Certified Staff Handbook has been completed for the 2018-19 school year. It includes district policies and guidelines relevant to certified staff but not included in the Negotiated Agreement. Two members of the BNEA Negotiation Team were involved in reviewing this project that was approved by the Board on July 9, 2018. It is available to all staff on the district website.



# Maternity/Adoption Leave Application

Buhler U.S.D. 313

Each employee may be granted up to twelve weeks of leave for childbirth/bonding. Maternity leave begins on the date the child is born and concludes when the employee returns to work. Adoption leave may begin up to one (1) week prior to obtaining custody of the child and will conclude when the employee returns to teaching.

The employee may request to use personal accumulated sick leave days during maternity or adoption leave. The remainder of the leave will be without pay.

If an employee takes more than 6 weeks maternity leave and has elected to have a short-term disability plan, they are eligible to use short-term disability before using Annual Leave.

*Contracted employees paid a salary must contact Christy Redd in Payroll before the start of the Maternity/Adoption Leave to discuss the use of Annual Leave, Unused Accumulated Leave and any days that will be unpaid.*

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

Building \_\_\_\_\_ Date \_\_\_\_\_

Type of Leave: \_\_\_\_\_ Maternity \_\_\_\_\_ Adoption

Date of the start of leave \_\_\_\_\_ (Approximate)

Number of weeks requested \_\_\_\_\_

Date of anticipated return \_\_\_\_\_

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

Principal/Supervisor Signature \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Denied Date \_\_\_\_\_

Business Manager Signature \_\_\_\_\_

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### *Business Office Only*

Actual Start Date:		Actual End Date:	
Annual Leave available:		Short-term Disability Plan	Yes ____ No ____
Unused Accumulated Leave Available:		FMLA eligible	Yes ____ No ____
Unpaid Days		FMLA start date:	
Estimated Amount of Dock		FMLA end date:	
Actual Amount of Dock			

HR \_\_\_\_ Benefits \_\_\_\_ Payroll \_\_\_\_

**Sick Leave Bank Application - Certified**

**Buhler U.S.D. 313**

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

Building \_\_\_\_\_ Date \_\_\_\_\_

My sick leave days were exhausted as of \_\_\_\_\_ .

I wish to apply for \_\_\_\_\_ day(s) from the Sick Leave Bank.

Dates for which these day(s) will be used. \_\_\_\_\_

Reason for Request

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

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

BNEA Executive Council Signature \_\_\_\_\_

Request is: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Date \_\_\_\_\_

**Association Leave Application**

**Buhler U.S.D. 313**

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

Building \_\_\_\_\_ Date \_\_\_\_\_

BNEA office/position \_\_\_\_\_

I wish to apply for \_\_\_\_\_ day(s) of Association Leave.

Dates for which these day(s) will be used. \_\_\_\_\_

Reason for Request

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

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

BNEA Executive Council Signature \_\_\_\_\_

Request is: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Aggrieved Person

\_\_\_\_\_  
School or Work Station

**Level Two:**

A. Date grievance occurred (or was discovered) \_\_\_\_\_

B. Section(s) of contract, policies, regulations, etc., involved in this grievance (be specific). \_\_\_\_\_

C. Statement of grievance \* \_\_\_\_\_

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

D. Relief sought\* \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Written response by Principal or immediate supervisor.\*

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

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Level Three:**

A. \_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date Received by Superintendent

B. Written response by Superintendent or his designee \*

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

\_\_\_\_\_

**Level Four:**

A. \_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date Received by Board of Education

B. Written response by Board of Education or its designee\*

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

\_\_\_\_\_

\*If additional space is needed, attach additional sheets.