

NEGOTIATED AGREEMENT

2021-22

UNIFIED SCHOOL DISTRICT NO. 492

BOARD OF EDUCATION

AND

FLINTHILLS PROFESSIONAL EDUCATORS

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Reference Clause

The policy set forth herein will be included by reference in the contracts of all teachers employed by USD 492. This agreement will be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set forth therein, and it will remain in full force and effect to and including June 30, 2021.

Definitions

Administration

All persons employed by the board in positions requiring an administrative license by regulation of the Kansas State Department of Education as stated in the current licensing handbook.

Association

Flinthills Professional Educators (FPE)

Board

The Board of Education of Unified School District No. 492, Butler County, Kansas.

District

Unified School District No. 492

Duty Day

The Duty Day is 8.167 Hours which includes a 30-minute duty free lunch period.

Gender neutral

He/She, he/she, and His/her will apply as appropriate to the male and/or female person(s).

FPE

Flinthills Professional Educators which is the approved bargaining unit.

Superintendent

Superintendent of Schools of Unified School District No. 492, Butler County, Kansas.

Teacher

All professionally licensed employees of Unified School District No. 492, as covered by the Kansas Professional Negotiations Act.

Duty Year

Contractual Days

The term of the teacher contract will be 188 days at 7.16 hours. The middle and high school will have a regular seven period day for the 2021-2022 school year.

Flex Day

Each teacher will have one contractual day called “flex” day. The flex day form must be submitted and approved by an administrator prior to the report day of the previous contract. This day must be completed prior to the first staff development or work day scheduled for the new academic school year, unless otherwise approved by an administrator.

The flex day may be used for a meeting as arranged by the principal or superintendent or if unable to attend a meeting, it may be used by the teacher for working in their classroom or building for the purpose of preparing for the new school year as approved by the principal or superintendent.

Teaching Duty Day

Teachers are to be in the building no later than twenty (20) minutes before the school day actually commences. Teachers may leave the building twenty (20) minutes after the close of the school day. The start and end of school will be set by the administration within the state guidelines and in a way to best serve the students, other buildings, and transportation needs. Monthly faculty/staff meetings and assigned supervision will require time in excess of the scheduled 20 minutes. **Supervision schedules will be made to ensure comparable assignment of supervision times.** Compensation time will be arranged with the principal if requested in advance with reasonable limitations to be set by the principal.

The Flinthills Board of Education and the Flinthills Professional Educators agree that for the 2021-2022 academic year, the contract days will be lengthened to be 7.67 hours (which does not include a 30-minute duty free lunch period) and the number of days to be worked will be reduced to a total of 180 for the 2021-2022 academic year only.

This item shall automatically be negotiable for the next contract.

Compensation

Salary Schedule

See attached schedule (Addendum A)

Placement on Schedule

Beginning in 2016-17, the board of education reserves the right to determine final placement on the salary schedule, not to exceed years of experience.

Movement on Salary Schedule

A teacher who believes that he or she may be able to move across the salary schedule based on PDC points or college hours shall notify the superintendent of schools no later than May 1 for the next contract year. The teacher must submit documentation of the acquired points and hours by September 1 of the new school year and be approved by the Professional Development Council (PDC) and superintendent.

Class Period Substitution

Teachers will receive ~~\$15.00 for each forty-five (45)~~ **\$5.00 per 15-minute** block of time or period used for covering a class during individual planning times. **Should the time be one minute or more past each 15-minute period, the time is rounded to the next incremental period (i.e. The teacher covers a class for 31 minutes, the teacher is paid \$15.00).** Covering a class will be on a voluntary basis.

On-line or virtual courses, taught in addition to the six periods

Teachers will be compensated for teaching on-line or virtual courses by the following outlines

1st year - \$800 (no matter the number of students due to creation of the course) per course.

Subsequent years:

1-5 students	\$400 per year course	\$200 per semester course
6-10 students	\$500 per year course	\$250 per semester course
11-15 students	\$600 per year course	\$300 per semester course
15 or more	\$700 per year course	\$350 per semester course

Students are defined as a person not on site taking the course in the classroom.

Interactive Distance Learning Classes & Concurrent Courses

Teachers who voluntarily instruct a year-long class over the Interactive Distance Learning (IDL) system and through concurrent course offerings will be reimbursed at a rate of the amount the district receives from the service center or college, minus 15% to cover taxes and administrative costs. If a teacher teaches two or more classes through the same school year, the reimbursement will be at the same rate times the number of classes taught. If a teacher teaches an ITV class for a college or university, the college or university will pay the teacher.

Fringe Benefits

Defined Health Insurance Benefit

The Board of Education will pay in addition to salary, a fringe benefit for full-time licensed certified staff to be applied to the cost of the district's group health insurance plan. The amount paid by the district will not exceed an average of \$535 per employee receiving insurance benefit. (For example, if only two employees in the district were covered, one at a cost of \$252 and the other at a cost of \$552 the average would be \$402. This amount would be covered. If, however one was covered at a cost of \$450 and the other at a cost of \$650, the average would be \$550. The district would cover an average cost of \$535. So each employee would be responsible for \$15 of the expense. Each certified staff member would pay the same amount.) The average will be figured on July 1st. The benefit amount shall be applied to the group health benefit and carrier as selected by the board. The fringe benefit amount shall be applied to the purchase of the board's group health plan and may not be taken as cash, **but may be applied to other health insurance benefits as provided by the district plan.** Upon termination or nonrenewal of the teacher's contract of employment for any reason, all board payments of fringe benefit shall terminate on the date employment with the district terminates.

As per Federal Law, USD #492 employees will not be required to receive the COVID-19 vaccine to maintain employment.

Retirement

Former Retirement Plan: [Any teacher who has been employed by the district for ten (10) or more years and has reached the 1996 KPERS requirements of 85 points for early retirement is eligible for a \$2,000 annual benefit upon retirement. This benefit will be paid up to the age of 65.

Retirees will have the opportunity to stay in the district's health insurance plan until the age of 65 provided the retirees pay their own insurance.]

Beginning in 2016-17, teachers who have been employed with the school district for ten (10) years or more will have the option to be grandfathered in to the previous retirement plan with the following stipulations to meet Internal Revenue Service (IRS) requirements: 1) the teacher is eligible to receive payment once upon retirement, and then up to five years after retirement.

All teachers, with the exception of those who opt for the prior option, will have the option to receive a matching retirement benefit in a 403B with the following stipulations: 1) the minimum contribution for a teacher would be \$25 per month; 2) the matching benefit from the district for a teacher who has been a teacher in the USD #492 district for 10 years or more will be no more than \$50 per month (i.e. if a teacher puts \$40 into their retirement, the

district would contribute \$40, or if the teacher contributes \$100, the district would contribute \$50); 2) the matching benefit for a teacher with 0-9 years employment with the USD #492 district will be no more than \$30 per month; 3) a teacher becomes fully vested with the district once they teach or have taught in the district for 10 years; 4) a teacher begins to be vested with the district once they begin their 2nd year of teaching; 5) the following vesting schedule will be used:

- a) If a teacher leaves the school district after 2-3 years of teaching, they will receive 20% of the district matching funds which they acquired.
- b) If a teacher leaves the school district after 4-5 years of teaching, they will receive 40% of the district matching funds which they acquired.
- c) If a teacher leaves the school district after 6-7 years of teaching, they will receive 60% of the district matching funds which they acquired.
- d) If a teacher leaves the school district after 8-9 years of teaching, they will receive 80% of the district matching funds which they acquired.
- e) If a teacher leaves the school district after 10 years or more of teaching, they will receive 100% of the district matching funds which they acquired.

Salary Reduction

Each professionally licensed employee will be able to reduce their contracted salary and apply the reduction to any of the following:

1. Group term life and accidental death and dismemberment insurance.
2. Health insurance
3. Salary protection
4. Cancer insurance
5. Medical reimbursement

The only recognized health insurance carrier is the one designated by the district. Currently this is Blue Cross & Blue Shield. The district health carrier premiums will be deducted from each employee's salary that elects to join the district plan. No other health carrier premium will be deducted from salary. An employee who chooses a salary reduction plan will file a written request prior to September 1 with the Clerk of the Board.

The above stated procedure must meet Internal Revenue and/or Social Security approval. A list of companies presently providing coverage in the district will be provided.

Supplemental Salary

See attached schedule (Addendum B)

Non-Instructional Responsibilities

Professional Development

Employees will be reimbursed for all expenses incurred in the pursuit of board approved in-service, out-service training and college course work. The board will grant approved hours earned for movement to the next column of the salary schedule beyond BS+32. Teachers with a master's degree do not need board approval to move to the next column of the salary schedule. The board may elect to not reimburse staff for classes taken for the purpose of re-licensure or personal career reasons.

Lunch supervision

Teachers who voluntarily supervise lunch will receive a free meal and all others will receive an uninterrupted break time during the school's lunch period.

Committee Meetings

Each teacher serving on the MTSS, Professional Development Council (P.D.C.), District Leadership Team (DLT), Building Leadership Team (BLT) or any other committee developed by the superintendent and/or building administration that meets outside the duty day will be compensated at the rate of \$15.00 per meeting.

Extra-Curricular Assignments

On-site assignments

Teachers assigned to bookkeeping, clock operation, line judging, and ticket taking will be paid thirty dollars (\$30) per assignment up to and including 2 games/matches. **Exception:** A volleyball assignment is considered 3 matches. Additional games/matches will be paid an additional \$15 per game/match up to a maximum of \$60. Teachers assigned to bookkeeping, clock operation, line judging, and ticket taking for all day tournaments will be paid ninety (\$90) per day.

Off-site assignments

Any supervisory extracurricular assignment taking place off school property will be paid at a rate of \$30.

Mileage

Teachers required to drive their personal automobiles from one school building to another will receive mileage at the state adopted mileage rate. Mileage will also be paid when personnel use their own cars for school business when approved by a school administrator. It is the teacher's responsibility to file these mileage reports monthly with the Clerk of the Board.

Safety Provision

The association may create a safety committee represented by association members and district administration that will study the needs of the district and develop a district wide safety plan.

School Equipment

All employees of USD 492 Flinthills must be responsible to protect the facilities and equipment in their care. Doors should be locked, lights shut off, and all equipment placed in the safest situation possible. The teachers also need to be more aware of the behavior of their students when using school-owned equipment.

Key Replacement

In compliance with the USD 492 Flinthills School Board approved security plan, the teachers will become responsible for part of the expense to replace locksets and keys in all buildings if the teacher loses building keys or loans keys out and are lost. The teacher will be responsible for \$50 of the cost of change. Replacement cost for Electronic Key Fob is \$10.

Professional Development Council

The association will select the teachers.

Personal Leave Time

Professionally licensed employees, also referred to as teachers, will receive twelve (12) days of personal leave time, hereafter referred to as PLT, the beginning of each school year. Teachers may accumulate PLT, previously referred to as sick days from year to year to a maximum of eighty (80) days. Any accumulated days will again be referred to as sick days and cannot be used as personal leave time in excess of the 12 in a designated year. Any accumulated days not used in a calendar year will accumulate toward the maximum (80) days. No teacher will have more than 80 days of sick leave/personal leave time leading into a new school year. At that point, the district will add the additional new days to the total number of sick days. After the completion of the 188-day contract, the Board of Education will reimburse teachers who have accumulated sick leave time over eighty (80) days at a rate of \$50 a day.

PLT for a partial day is calculated by taking the number of minutes a teacher is gone divided into the total number of minutes in a day. This will be rounded up or down to one decimal place (.5 and above rounds up .4 and below rounds down). For example, a teacher misses 90 minutes of a day which is 490 minutes long, $90/490=.184$ rounded to .2 of a day.

PLT may be granted with the building principal's permission, upon the superintendent's approval. Requests for personal leave are to be made at least three (3) days in advance. Three (3) days' notice is exempt in cases of illness. Except in situations of illness, a limit of three (3) teachers per district, per day may be gone. Not more than two (2) teachers in an attendance center may be gone the same day. **Personal leave may not be taken in order to extend a school holiday period.** [Holiday period defined as "a break when teachers are not on contract"] deduction of the teacher's daily rate will be enforced. However, in the event of an unforeseen emergency, the principal may approve a personal day at the beginning or end of a holiday period, school break, or the last two (2) weeks of the school term.

Maternity/paternity/adoption leave is to be limited to six calendar weeks unless extenuating circumstances exist. A doctor of the Board's choice must verify extenuating circumstances. If requested by the Board, the Board will pay cost of verification.

Maternity/paternity leave shall be charged first against PLT, second against sick leave, third, sick leave bank request may be made (see sick leave bank section for guidelines and procedure) and last will be used as leave without pay.

Paternal leave at no pay may be taken beyond six weeks maternity leave upon approval by the Board of Education.

The Clerk of the Board keeps a record of Personal Leave Time and Sick Leave accumulation, and will supply each employee with this information upon request and will maintain a supply of request forms available in each building.

This item shall automatically be negotiable for the next contract.

Sick Days

Accumulated days beyond the 12 personal leave time provided in this contract are referred to as sick days and will only be used for sick leave unless otherwise approved by the superintendent. No teacher will be granted greater than 12 personal leave days per contract year. The district will grant each educator, at retirement and to the beneficiaries of the educator upon his/her death \$50 dollars per day for unused accumulated leave.

Sick Leave Bank

The sick leave bank has been established to benefit those employees who have depleted their personal leave time/sick leave accumulation. The bank is established by the district donating three (3) sick leave days per teacher to the bank fund annually and the teachers must donate (1) to participate. At the point a teacher believes he/she will need to withdraw days from the bank, it is his or her responsibility to make written application to the sick leave bank committee. Should that request be refused, the teacher must then decide to either take leave without pay or return to work.

If a professionally licensed employee uses up accumulated and current sick leave, the employee must make application in writing stating the reason and the number of days being requested from the bank. The sick leave committee for the administration of the sick leave bank will be made up of five (5) people, one teacher from each the Primary, the Intermediate, the Middle, and the High School, as well as one (1) administrator. The committee members will be appointed by the appropriate units at the beginning of the school year. The committee must meet as a body to determine the outcome of the application. The vote to determine application outcomes will be by secret ballot and must be approved by a majority vote. The committee will also notify the Clerk of the Board of its decision whether to grant or not to grant additional sick leave to the employee's account.

A record of all sick leave bank transactions will be kept by the committee and by the Clerk of the Board. Each transaction will be for no more than five (5) days at one time for any one request. After five (5) days are exhausted, the applicant must reapply for up to an additional five (5) days. Should the applicant not need to use all of the requested days, those days would remain in the bank.

At the end of the current school year, the sick leave bank will be dissolved. All unused sick leave days contributed at the beginning of the school year will be dissolved. No sick leave days will be carried into the next school year from the bank. No sick leave days contributed by members to the bank will be credited to individual accumulation.

Teachers must contribute at least one PLT day per contract year to the sick leave bank by Oct 1 in order to participate. Teachers may at their discretion donate extra days to the pool.

Professional Improvement Leave

Professional improvement leave may be granted with the building principal's permission upon superintendent's approval. Requests for professional improvement leave are to be made at least three (3) days in advance.

Association Leave

The Board will provide the local association with three (3) days of leave to be assigned by the Association President for the use of association meetings. The President must make the list available to the superintendent three (3) days in advance.

Jury Duty

The Board of Education will grant each employee the time to serve on a jury. The time served will not be counted against the accumulated sick leave, personal leave, and/or professional improvement leave. Employees called for jury duty will receive their regular daily rate of pay minus the amount received for the jury duty. The employee may retain money received for mileage and other expenses.

Salary Deduction

Whenever a teacher is absent from work without prior written approval for reasons other than those covered by personal leave time, sick leave, professional work, or other approved reasons, there shall be a deduction made for each day or portion of day of absence at the teacher's daily salary rate. This deduction will be made whether a substitute is hired or not.

Assignment

Building assignment

The teaching load for teachers will be assigned by the building principal. If a classroom teacher is asked to change classrooms or an entire curriculum within two weeks of the beginning of the new school year, they will be compensated \$150 for the time and efforts of the late notification.

Planning Time

Each teacher will receive a minimum of two hundred and twenty-five minutes (225) of plan time a week based on a 5-day work week. This will be typically forty-five (45) minutes a day. Work weeks under 5 days will result in 45 minutes less plan time per day. The administration can assign duties as needed when a teacher has exceeded the 225 minutes per week.

In the event that a teacher teaches an assigned class during the teacher's planning time, the teacher will receive 1/7 of his/her salary for that class.
Example: $\$40,250/7=\5750

Vacancies

All vacancies and newly created positions and/or potential positions will be posted on the Kansas Education Employment Board (KEEB) and USD 492 websites and emailed to all certified staff as they become available.

Reduction in Staff

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule or the negotiated agreement, if applicable, shall be followed. Insofar as possible reduction of staff shall be accomplished by attrition due to resignations and retirement.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be nonrenewed due to reduction in force.

The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations, and interests shall be considered.

If all of the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations and interests, the teacher(s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

Any certified 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 would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of nonrenewal.

Approved: 8/13/2018

Extended Contract

Teachers employed for a term in excess of the basic duty year will be paid at a rate equal to the annual salary divided by the number of days in the basic duty year for each day in excess of the basic duty year. The board shall determine the number of days of extended duty. The extended duty days shall not be a part of the primary contract and must be approved in advance by the board and the individual teacher on at least an annual basis. The extended days shall be immediately before or after the basic duty year, unless otherwise approved by the administration.

Counselor

The secondary counselor shall have an extended contract as determined by the board. The extended contract is intended to cover: 1) enrollment days; 2) time needed to prepare for the start of school; 3) an evening event designed to inform and prepare 12th graders and their guardians for the next step in education including funding opportunities/resources; and 4) closing out the school year by submitting all required end-of-the-year reports and requested transcript information. Time will be logged/documentated on a district-time sheet and submitted to the MS/HS Principal.

Media

The librarian shall have an extended contract as determined by the Board.

Agriculture Instructor

The agriculture instructor shall have an extended contract as determined by the Board. The extended contract is intended to cover: 1) time in preparing for, during, and clean-up at the Butler County Fair; 2) educating and helping students prepare their projects for the fair; and 3) time at camps, contests, and conventions outside of the school year. Time will be logged/documentated on a district-time sheet and submitted to the MS/HS Principal.

Technology Liaison(s)

The technology liaison shall have an extended contract as determined by the Board. The extended contract is intended to cover: 1) preparing staff and student computers as well as other technology necessary for the upcoming school year; and 2) handling other technology issues outside the time period allotted within the school year. Time will be logged/documentated on a district-time sheet and submitted to the Superintendent.

Driver's Education

The driver's education teacher shall be paid \$20 per hour for the summer driver's education program provided an adequate number of students enroll and the board approves the driver's education program.

Extended Learning Time/Student Improvement

Teachers voluntarily may extend their day by tutoring in the after school extended learning time program or MTSS. The program is designed for MTSS and students assigned to extend learning shall receive assistance/tutoring in their subject area(s) of need/deficiency. Teachers will be compensated at the rate of \$15 per hour.

Summer School

Teachers selected to teach summer school will be paid by the hour of work based on the following formula. The teacher's teaching salary will be divided by the number of contract days. This amount will be divided by 7.67 hours. This is a standard day minus a paid lunch. Example: $\$40,250/180$ days = $\$223.61/7.67 = \29.15 per hour. The administration will determine whether summer school will be held and the hours of operation.

Curricular Contract Extended Duties

The following duties are not considered supplemental or extra duties and are part of the teacher's primary teaching duties. The board may add or delete Curricular Contract Extended Duties as needed. If positions are added, the compensation will be determined by the board initially and included in the next notice letter following the addition of such duty. The duties will be performed by the teacher assigned to the corresponding class activity. The additional duties will be scheduled by the principal.

Vocal/Instrumental Music will be paid at 4% of the base salary schedule.

Pep Band will be paid at 4% of the base salary schedule.

Elementary Music will be paid at 3% of the base salary schedule.

Early Termination of Contract/Breach of Contract

The following paragraph shall be included as part of the contract for each teacher and shall be stated in writing on the contract:

The board will accept the resignation of a teacher tendered more than two weeks after the third Friday in May of each year upon receipt of:

1. Five (5) percent of the teacher's contracted salary for a resignation received more than 14 days following the third Friday in May through June 15th inclusive,
2. Ten (10) percent of the teacher's contracted salary for a resignation received between June 16th and July 31st inclusive,

3. Twenty (20) percent of the teacher's contracted salary for a resignation received after August 1st and prior to the end of the contract term, all to be paid as liquidated damages. The board reserves the right to waive the requirement while still accepting the resignation.

A check for the amount of the penalty must be submitted with the employee's resignation (unless waived by the board).

Evaluation

Evaluation will be a continuing process in which teachers are evaluated by the principal. In self-evaluation, any professionally licensed employee may use evaluations from students, teachers or administrators. The Board in its discretion may ask the professionally licensed teaching staff for an evaluation of the school system, principals, and administrators.

All probationary teachers will be formally evaluated twice each year as required by state statute. Teachers achieving "career" status will have a formal evaluation at least once every three years per state statute, but may have formal evaluations more frequently. As directed by the superintendent of schools, building principals or district administrators may formally evaluate teachers on a plan of assistance or a probationary contract as many times as considered necessary. All teachers will see and sign personal evaluations and may make comments in writing if necessary, at any time no later than two weeks after such presentation.

Each professionally licensed employee of this school district is given the right to appeal a personal evaluation to the board. This appearance before the board to appeal an evaluation will occur after the employee has given notice in writing to the President of the Board stating the desire to appeal an evaluation. Upon this written notification, the employee will be placed on the agenda at the next regular board meeting.

At this meeting, each professionally licensed employee appealing will be given the right to appear personally, with counsel, and with any and all witnesses who might want to make statements supporting the employee's position. The Board reserves the right to limit the number of witnesses in the executive session at any one time.

All employees' evaluation documents and responses thereto will be kept in personnel files in the superintendent's office for a period of not less than three (3) years from the date each evaluation is made. All employees are allowed to view their personnel files anytime during normal business hours with an administrator being present in the room.

Board policy provides that evaluation documents will be available to the board as a whole, superintendent, administrators under whose supervision the teacher works, the administrator who evaluates, the teacher, the building administrator under whose direct supervision the teacher will work and others authorized by law.

Teacher Disciplinary Action

The parties recognize the authority of the administration and board to discipline, suspend, discharge, non-renew or take other appropriate corrective action against a teacher. If a teacher is to be discharged or non-renewed, he/she will be afforded those protections conferred in K.S.A. 72-5436 *et seq.*

The following steps shall be followed for disciplinary actions against a teacher. Not all steps are required with regard to probationary teachers. Teachers shall be given the opportunity to submit a written response to any of the steps taken and that response will be maintained in the teacher's personnel file.

- A. Verbal reprimand documented by administrator stating only the reason for reprimand and date. Verification will be placed in teacher's personnel file.
- B. Written reprimand outlining reason, steps taken, and additional future actions documented by administrator and placed in teacher's personnel file.
- C. Plan of Assistance outlining what shall be corrected and placed in teacher's personnel file.
- D. Action taken on contract up to and including termination.

Within the confines of fulfilling contractual obligations with USD 492, the following actions may lead to deviation from disciplinary steps A-C:

- Violation of State Statutes & Law
- Inappropriate student relations (even if 18 years of age and/or consensual)
- Endangering the safety & wellbeing of students and/or faculty
- Unprovoked physical violence
- Working under the influence of illegal drugs and/or alcohol

Failure to comply with a reasonable request from an USD 492 administrator will start with discipline step B; steps A & C will not be utilized.

Grievance

Purpose

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of Unified School District No. 492, Butler County, Kansas, at the lowest level.

Definitions

Grievance: A complaint by a teacher based on an alleged violation, misinterpretation, or misapplication by the district of the negotiated agreement.

Grievant: Any teacher of the Unified School District No. 492, Butler County, Kansas, having a grievance.

Words denoting gender will include both masculine and feminine, and items denoting numbers will include both singular and plural.

Procedures

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

The filing of a grievance at all levels will be in writing and will be reasonably specific as to the nature of the complaint. The grievance should describe the alleged event or act giving rise to the grievance including the time, day, and place of the event or act, and the names and addresses of any witnesses thereto.

Level 1: A grievant will first take up his grievance with his immediate administrative superior in private informal conference(s) within fourteen (14) calendar days after the occurrence of the event upon which a grievance is based. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate that will lead to a solution.

Upon completion of Level 1, each person will sign a dated statement, stating the topic discussed, steps taken, and that the discussion was held.

Level 2: In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level 1, or in the event that no decision is reached within fourteen (14) calendar days after the Level 1 conference, the grievant may appeal the matter in writing to the superintendent of schools.

If the grievant appeals the grievance to the superintendent, the superintendent or his designated representative(s) will confer with the grievant if the grievant so desires in an effort to arrive at a satisfactory solution within fourteen (14) calendar days after the appeal has been received by the superintendent. The grievant may have a designated representative at this meeting. If the grievant does not appeal the grievance to the superintendent within forty-two (42) calendar days after the informal conference at Level 1, the appeal of the grievance will be waived automatically.

Level 3: If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty-eight (28) calendar days after the date the grievance was filed with the superintendent under Level 2, the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance. The grievant may appeal by submitting a written request to the Clerk of the Board within fourteen (14) calendar days after the superintendent or the designated representative has rendered a decision or after the expiration of said twenty-eight (28) calendar days.

The Board will follow the following rules:

The Board, upon receipt of a complaint or grievance, will meet to hear such complaint or grievance and make findings. A board member will act as the presiding officer. Such findings and recommendations will be made to the Board within fifteen (15) calendar days after the complaint or grievance has been assigned to the Board. The Board will rule upon such complaint or grievance within twenty-one (21) calendar days after receipt of the findings.

Rules for conducting a grievance procedure at Level 3:

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials to the board; however, each participant will be given reasonable time to present testimony and/or materials.
3. The grievant or a designated representative will make opening remarks and present the case.
4. The superintendent or a designated representative will make his opening remarks and present the findings in the case.
5. Witnesses will be called individually by the grievant or a designated representative and the superintendent or a designated representative to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant or a designated representative and the superintendent or a designated representative may cross-examine the witnesses during the time they are testifying.
7. Members of the board may ask questions of all participants during the hearing.
8. A summary statement may be made to the Board by the grievant or a designated representative at this time.
9. The superintendent or a designated representative may make a summary statement to the Board at this time.
10. Any new material injected into any summary statement may be rebutted.
11. The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within twenty-one (21) calendar days of the hearing.
12. The decision rendered by the Board will be the final disposition of any grievance.

Supplemental Conditions

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon settlement of the grievance, all records will be kept in a separate grievance file and not in the personnel file of any participant. Such files will be open only to the administration, and/or the Board as a whole and/or grievant upon request.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with the immediate administrative superior, the grievant will be present and entitled to be represented by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
4. All discussions and hearings will be conducted at times other than when school is in session.
5. Only the employee affected may file a grievance or an appeal from Levels 1 and 2.

Miscellaneous

Savings Clause

If any provision of the agreement or any application of the agreement to any teacher or group of teachers is held to be contrary to law, then such provisions or applications will be deemed invalid, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Modification of Agreement

This agreement will not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this agreement, negotiations will commence not more than ten (10) calendar days thereafter. All understandings, or agreements, will be reduced to writing signed by both parties, and made part of this agreement.

Duration Clause

All articles of this agreement will continue in full force and effect to and including June 30, 2021, and thereafter for successive contract periods, unless written notice to amend is given by either party to the other not later than March 31, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

Addenda
Salary Schedule 2021-22

Salary Schedule 2021-22										
	1	2	3	4	5	6	7	8	9	10
	BS	BS + 8	BS + 16	BS + 24	BS + 32/MS	MS + 8	MS + 16	MS + 24	MS + 32	MS + 40
0	40250	40890	41530	42170	42810	43450	44090	44730	45370	46010
1	40890	41530	42170	42810	43450	44090	44730	45370	46010	46650
2	41530	42170	42810	43450	44090	44730	45370	46010	46650	47290
3	42170	42810	43450	44090	44730	45370	46010	46650	47290	47930
4	42810	43450	44090	44730	45370	46010	46650	47290	47930	48570
5	43450	44090	44730	45370	46010	46650	47290	47930	48570	49210
6	44090	44730	45370	46010	46650	47290	47930	48570	49210	49850
7	44730	45370	46010	46650	47290	47930	48570	49210	49850	50490
8	45370	46010	46650	47290	47930	48570	49210	49850	50490	51130
9	46010	46650	47290	47930	48570	49210	49850	50490	51130	51770
10	46310	47290	47930	48570	49210	49850	50490	51130	51770	52410
11		47930	48570	49210	49850	50490	51130	51770	52410	53050
12			49210	49850	50490	51130	51770	52410	53050	53690
13			49850	50490	51130	51770	52410	53050	53690	54330
14			50490	51130	51770	52410	53050	53690	54330	54970
15				51770	52410	53050	53690	54330	54970	55610
16					53050	53690	54330	54970	55610	56250
17					53690	54330	54970	55610	56250	56890
18						54970	55610	56250	56890	57530
19							56250	56890	57530	58170
20								57290	58170	58810
21									58810	59450
22										60090

An annual longevity payment of \$300 will be added to the salaries of teachers after reaching the last step of Columns 5-10. *An employee who receives their Specialist Degree as their Masters Degree will be compensated by placement in the next column to the right (MS + 8), and once they achieve 8 Hours on top of their Masters they will move again to the right, and so on.

Supplemental Salary Schedule 21-22

	Years 1-3		After 3		After 6	
Football	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Boys Basketball	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Girls Basketball	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Volleyball	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Track	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Baseball	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Softball	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Wrestling	0.1	\$4,025	0.11	\$4,428	0.12	\$4,830
Cheerleading	0.08	\$3,220	0.09	\$3,623	0.1	\$4,025
Cross Country	0.08	\$3,220	0.09	\$3,623	0.1	\$4,025
Asst Football	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Boys Basketball	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Girls Basketball	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Volleyball	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Track	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Baseball	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Softball	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
Asst Wrestling	0.06	\$2,415	0.07	\$2,818	0.08	\$3,220
MS Football	0.07	\$2,818	0.075	\$3,019	0.08	\$3,220
MS Boys Basketball	0.07	\$2,818	0.075	\$3,019	0.08	\$3,220
MS Girls Basketball	0.07	\$2,818	0.075	\$3,019	0.08	\$3,220
MS Volleyball	0.07	\$2,818	0.075	\$3,019	0.08	\$3,220
MS Track	0.07	\$2,818	0.075	\$3,019	0.08	\$3,220
MS Wrestling	0.02	\$805	0.025	\$1,006	0.03	\$1,208
MS Cheerleading	0.04	\$1,610	0.045	\$1,811	0.05	\$2,013
MS Asst Football	0.05	\$2,013	0.055	\$2,214	0.06	\$2,415
MS Asst Boys BB	0.05	\$2,013	0.055	\$2,214	0.06	\$2,415
MS Asst Girls BB	0.05	\$2,013	0.055	\$2,214	0.06	\$2,415
MS Asst Volleyball	0.05	\$2,013	0.055	\$2,214	0.06	\$2,415
MS Asst Track	0.05	\$2,013	0.055	\$2,214	0.06	\$2,415

MS/HS Athletic Director	0.2	\$8,050
Elem Vocal	0.03	\$1,208
MS/HS Vocal/Instrumental	0.04	\$1,610
Pep Band	0.04	\$1,610
Summer Conditioning	0.04	\$1,610
Forensics	0.04	\$1,610
Asst. Forensics	0.025	\$1,006
Drama & Thespians	0.07	\$2,818
Senior Sponsor	0.01	\$403
MS Promotion Sponsor	0.007	\$282
Elem Yearbook	0.012	\$483
StuCo Sponsor	0.025	\$1,006
Quiz Bowl Sponsor	0.02	\$805

Junior Sponsor	0.06	\$2,415
Math Bowl Sponsor	0.01	\$403
FFA Advisor	0.135	\$5,434
MS Quiz Bowl	0.02	\$805
MS Math Bowl	0.01	\$403
TSA Sponsor	0.01	\$403
SkillsUSA Sponsor	0.07	\$2,818
NHS Sponsor	0.01	\$403
SAFE Sponsor	0.01	\$403
Entrepreneurial Club	0.03	\$1,208
Flinthills Flyer	0.012	\$483
PDC Chair	0.01	\$403

Flex Day Verification Form

Flex Day

Each teacher will have one contractual day called “flex” day. This day may be taken during the time period of June 1 of the school year adopted and the first staff development or work day scheduled for the new academic school year, unless otherwise approved by an administrator.

The flex day may be used for a meeting as arranged by the principal or superintendent or if unable to attend a meeting, it may be used by the teacher for working in their classroom or building for the purpose of preparing for the new school year as approved by the principal or superintendent.

Flex Day Verification

Please verify that you have completed your “flex” day, schedule with your building principal in advance. Ask for the signature of the principal at the time the flex day is performed.

Teacher

(flex date performed)

Principal Signature

Date approved

Request for Transfer Form

FLINTHILLS USD 492

REQUEST FOR TRANSFER

DATE SUBMITTED _____

PRESENT POSITION _____

POSITION REQUESTED _____

BRIEFLY STATE REASONS THIS TRANSFER IS BEING REQUESTED AND HOW YOU FEEL IT WILL BENEFIT YOU, THE STUDENTS AND/OR THE DISTRICT:

TEACHER

APPROVED _____
SUPERINTENDENT

DISAPPROVED _____
SUPERINTENDENT

REASON FOR DISAPPROVAL

The following adjustments to the negotiated agreement were agreed upon for the 2021-22 school year:

- 1) Dates have been changed throughout the contract to reflect the 2021-22 School Year.
- 2) On page 8, under “Class Period Substitution,” language was changed to reflect the negotiated change in compensation for teachers who act as a substitute during their planning period. The language change is as follows: *Teachers will receive \$15.00 for each forty-five (45) \$5.00 per 15-minute block of time or period used for covering a class during individual planning times. Should the time be one minute or more past each 15-minute period, the time is rounded to the next incremental period (i.e. The teacher covers a class for 31 minutes, the teacher is paid \$15.00).*
- 3) On page 9, under “Defined Health Benefit,” Insurance benefit language changed to better reflect current practice. The change is as follows: *The fringe benefit amount shall be applied to the purchase of the board’s group health plan and may not be taken as cash, but may be applied to other health insurance benefits as provided by the district plan.*
- 4) On page 9, language was added to assure that employees would not be required to be vaccinated for COVID-19. Language is as follows: *As per Federal Law, USD #492 employees will not be required to receive the COVID-19 vaccine to maintain employment.*
- 5) On Page 17, under “Planning Time,” the example was changed to: *\$40,250/7=\$5750*, to better reflect the new base salary and equation.
- 6) On Page 19, under “Extended Contract,” language was added to better define extended contract duties for the Counselor, Agriculture Instructor, and Technology Liaison(s). Language is as follows: *The secondary counselor shall have an extended contract as determined by the board. The extended contract is intended to cover: 1) enrollment days; 2) time needed to prepare for the start of school; 3) an evening event designed to inform and prepare 12th graders and their guardians for the next step in education including funding opportunities/resources; and 4) closing out the school year by submitting all required end-of-the-year reports and requested transcript information. Time will be logged/documented on a district-time sheet and submitted to the MS/HS Principal.* The agriculture instructor shall have an extended contract as determined by the Board. *The extended contract is intended to cover: 1) time in preparing for, during, and clean-up at the Butler County Fair; 2) educating and helping students prepare their projects for the fair; and 3) time at camps, contests, and conventions outside of the school year. Time will be logged/documented on a district-time sheet and submitted to the MS/HS Principal.* The technology liaison(s) shall have an extended contract as determined by the Board. *The extended contract is intended to cover: 1) preparing staff and student computers as well as other technology necessary for the upcoming school year; and 2) handling other technology issues outside the time period allotted within the school year. Time will be logged/documented on a district-time sheet and submitted to the Superintendent.*
- 7) On Page 20, under “Summer School,” the length of day was changed to “7.67” to reflect consistency in the agreement and the example was changed to: *\$40,250/180 days = \$223.61/7.67 = \$29.15* to better reflect the new base salary and equation.
- 8) On page 28-29, the Salary and Supplemental Salary Schedules were changed to reflect the new base salary and adjustments throughout the salary schedules.

Ratification of the Agreement

The Board of Education of Flinthills Unified School District #492 and the Flinthills Teachers' Association agree to the conditions stated in this document and certify that the parties represented have ratified the agreement.

President, Flinthills Professional Educators
USD 492

President, Board of Education
USD 492 Flinthills

Dated

Dated

Attested by:

Chief Negotiator
Flinthills Professional Educators
USD 492

Clerk, Board of Education
USD 492 Flinthills

Dated

Dated