



Professional Agreement

between

Board of Education
Unified School District No. 369

and

The Burrton Teachers Association

2023-2024

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Article I: Definitions

1. School District or School System: Unified School District 369, Burrton, Kansas.
2. Board: Board of Education of Unified School District 369, Burrton, Kansas.
3. Superintendent: The Superintendent of Schools of Unified School District 369, Burrton, Kansas.
4. Association: Burrton Educational Association, affiliated with the Kansas-National Education Association and the National Education Association.
5. Classroom Teacher: All certified personnel employed on the teachers' salary schedule who are regularly assigned in a classroom.
6. Immediate Family: Employee's spouse, children, sibling, spouse's sibling, grandchildren, parents, spouse's parents, grandparents, and other person whose residence has been or is the home of the employee.
7. Professional Year: The number of contract days annually for which a teacher is paid.
8. Daily Rate: One, divided by the number of days in the teacher's annual base contract, times his salary.
9. Non-working Days: Those days, Monday through Friday, interspersed between the first and last contract days of the contract year on which the teacher is not required to be on duty.
10. Extra duty pay: Compensation earned by certified personnel for duties performed beyond the normal school day.
11. Fully Certificated: Teachers whose certification cover all areas required for employment in a given position.

Article II: General Provisions

Section A: Savings Clause

Paragraph 1. Any paragraph of this agreement and any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect.

Paragraph 2. Any previously adopted policies, practices, procedures, customs, rules, regulations, or writings of the Board which are in conflict with this agreement shall be superseded by the terms set forth herein.

Section B: Reproduction of Agreement

Copies of this Agreement titled "Professional Agreement between Board of Education, Unified School District 369 and the Burrton Teacher's Association", shall be printed at the expense of the Board within thirty days after the agreement is signed and presented to all teachers now employed, hereinafter employed, or who are being offered employment by the Board. The Board shall furnish two copies of the Agreement to the Association for its use.

Article III: Assignments

Section A: Assignment Criteria - Certified

Paragraph 1. The Superintendent or his/her designee shall give notice of intended assignments to teachers as soon as practical after employment except in cases of emergency.

Paragraph 2. Teacher assignment to subject areas and/or grade levels for which the teacher is not qualified shall only be for the contracted year or as agreed to by both parties for longer assignments.

Paragraph 3. All vacancies in existing and newly-created promotional positions will be publicized by the Superintendent.

Paragraph 4. In cases where the position of the teacher is discontinued, that teacher shall be given full and fair consideration as an applicant in the filling of any other position in the school system for which he or she is qualified.

Section B: Involuntary Transfer

Paragraph 1. An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent at which time the employee shall be given reasons for such transfer.

Salary Schedule 2023-2024 School Year

Base	41200						Spec Or	Spec or
Step	BS	BS + 10	BS + 20	BS + 32	MS	MS + 16	MS + 32	MS + 45
Across		700	1400	2100	2950	3800	4800	5800
Down	500	500	500	510	526	520	550	550
0	41200	41900	42600	43300	44150	45000	46000	47000
1	41700	42400	43100	43810	44676	45520	46550	47550
2	42200	42900	43600	44320	45202	46040	47100	48100
3	42700	43400	44100	44830	45728	46560	47650	48650
4	43200	43900	44600	45340	46254	47080	48200	49200
5	43700	44400	45100	45850	46780	47600	48750	49750
6	44200	44900	45600	46360	47306	48120	49300	50300
7	44700	45400	46100	46870	47832	48640	49850	50850
8		45900	46600	47380	48358	49160	50400	51400
9		46400	47100	47890	48884	49680	50950	51950
10		46900	47600	48400	49410	50200	51500	52500
11		47400	48100	48910	49936	50720	52050	53050
12			48600	49420	50462	51240	52600	53600
13				49930	50988	51760	53150	54150
14				50440	51514	52280	53700	54700
15				50950	52040	52800	54250	55250
16				51460	52566	53320	54800	55800
17				51970	53092	53840	55350	56350
18				52480	53618	54360	55900	56900
19				52990	54144	54880	56450	57450
20				53500	54670	55400	57000	58000
21				54010	55196	55920	57550	58550
22				54520	55722	56440	58100	59100
23							58650	59650

**SUPPLEMENTAL CONTRACT SCHEDULE
2023-2024**

Base \$41,200

Experience	Step	% Base	1	2	3	4	5	6	7	8.5	9	9.5	10	10.5
0	1	1.00%	412	824	1,236	1,648	2,060	2,472	2,884	3,502	3,708	3,914	4,120	4,326
1	2	1.05%	433	865	1,298	1,730	2,163	2,596	3,028	3,677	3,893	4,110	4,326	4,542
2	3	1.10%	453	906	1,360	1,813	2,266	2,719	3,172	3,852	4,079	4,305	4,532	4,759
3	4	1.15%	474	948	1,421	1,895	2,369	2,843	3,317	4,027	4,264	4,501	4,738	4,975
4	5	1.20%	494	989	1,483	1,978	2,472	2,966	3,461	4,202	4,450	4,697	4,944	5,191
5	6	1.25%	515	1,030	1,545	2,060	2,575	3,090	3,605	4,378	4,635	4,893	5,150	5,408
6	7	1.30%	536	1,071	1,607	2,142	2,678	3,214	3,749	4,553	4,820	5,088	5,356	5,624
7	8	1.35%	556	1,112	1,669	2,225	2,781	3,337	3,893	4,728	5,006	5,284	5,562	5,840
8	9	1.40%	577	1,154	1,730	2,307	2,884	3,461	4,038	4,903	5,191	5,480	5,768	6,056
9	10	1.45%	597	1,195	1,792	2,390	2,987	3,584	4,182	5,078	5,377	5,675	5,974	6,273

FLAT FEE	\$ 4,405
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Column 1	Pom Pom Squad
Column 2	Pep Club, Drama (ES), Debate, FCCLA, Forensics, Jazz Band, National Honor Society, MS Student Council
Column 3	MS High Q and/or Scholar's Bowl, HS High Q and/or Scholar's Bowl, Newspaper, Pep Band, Streaming Coordinator
Column 4	KAY Sponsor, Zero Hour Weights, Ass't Football (MS), Ass't Volleyball (MS), Baseball, Softball, HS Student Council, Cheerleader Sponsor (MS), Summer Weight Room Supervisor, Ass't Track (MS), Band, Yearbook, Website Coordinator
Column 5	Head Track (MS), Drama, Vocal Music, Golf, Concessions Coordinator, Ass't Track (HS)
Column 6	Head Football (MS), Head Volleyball (MS), Cross Country (HS), Cheerleading Sponsor (HS), Ass't Basketball (MS)
Column 7	Head Basketball (MS), Ass't Football (HS), Ass't Volleyball (HS)
Column 8.5	Head Track (HS)
Column 9.5	Head Football (HS), Head Volleyball (HS), Ass't Basketball (HS)
Column 10.5	Head Basketball (HS)

Article IV: Compensation

Section A: Original Placement

Paragraph 1. The amount of salary for each new teacher employed by the Board shall be determined by his/her placement on the Teacher Salary Schedule.

Paragraph 2. The teacher shall be placed on Step 0 if he/she has no teaching experience. He/she will be placed one step higher for each year of teaching experience up to, and including, step seven at the direction of the superintendent.

Paragraph 3. For each additional two years of experience, he/she may be placed one step higher on the schedule. A full semester's experience shall count as one year of experience. Full semesters taught in two different years shall be combined. The board may recognize experience at a higher rate to fill positions with quality, experienced teachers, as necessary.

Paragraph 4. Experience other than teaching may be counted at the discretion of the Board. The formula in paragraphs 2 and 3 above shall apply.

Paragraph 5. The Board may offer a signing incentive of up to \$2,000 to individuals new to the district, on a one-time-per-individual basis. This bonus will be used to attract quality individuals to positions which are difficult to fill.

Section B: Moving Expense

Paragraph 1. The Board reserves the right to pay, on a one-time basis, up to \$500 of the moving expenses of new or existing staff members who choose to reside within the boundaries of the Burrton School District. Receipts will be required for such reimbursement.

Section C: Resident Bonus

The Board will pay, on an annual basis, a bonus of \$500 to full-time staff members who reside within the school district boundaries at the conclusion of the school year and have resided there for a minimum of six months. This will be prorated for part-time (minimum of half-time) employees.

Section D: Intentional Disclosure

Paragraph 1. Teachers requesting release from their contract to the Board of Education in writing after the legal notification date will be obligated to reimburse the Board of Education if the release is granted. The reimbursement will be at the following rates:

<i>Day following legal notification date through June 15</i>	<i>\$500</i>
<i>June 16 through July 31</i>	<i>\$1000</i>
<i>August 1 through the completion of the contract year</i>	<i>\$2000</i>

In the event the district may utilize a collection agency or services of an attorney to collect the above late resignation fee, the educator will be responsible for the additional cost to the district. This charge may be waived by the Board if the request is based on emergencies deemed necessary by the Board.

Paragraph 2. Teachers who notify the Board of Education in writing of a resignation or retirement will be paid the following compensation once all contractual obligations to the district have been met:

<i>Notification before January 1 of the contract year</i>	<i>\$500</i>
<i>Notification from January 1 to March 1 of the contract year</i>	<i>\$250</i>

Section E: Vertical Movement

The teacher shall move one vertical step each year in employment with Unified School District 369 until the teacher reaches the highest numbered step in his specific column.

Section F: Horizontal Movement

Paragraph 1. All hours must be earned after the degree applicable to teaching has been conferred.

Paragraph 2. All hours must be recognized by an accredited institution for higher learning.

Paragraph 3. Hours beyond the degree may be graduate or undergraduate hours. Hours shall be approved prior to enrollment by the Superintendent.

Paragraph 4. Undergraduate hours may be approved if applicable to teaching field. Graduate hours shall be either in the teachers field or part of an approved graduate degree program.

Paragraph 5. Staff planning to change columns shall notify the Superintendent on or before the teachers last contract day of the preceding year.

Paragraph 6. Terms of teacher employment will be based on the teacher's "as then" qualifications; however, if a teacher meets educational requirements for the next higher classification on the salary schedule by September 1st of the next school year (vouched for by official transcripts) he will be moved to the proper column at the same level as the one that would have applied had the additional classification not been obtained. Exception: A move from the highest step in the BS + 20 column would be to the next higher step in the next column to the right, when the educational requirements are met, if the teacher had been on the highest columnar step in the preceding year.

Section G: Verification

Paragraph 1. A certified transcript of credits earned or a properly authorized confirmation letter must be placed on file by the teacher by September 15 as the basis for advancement.

Section H: Method of Payment

Paragraph 1. The teacher's annual salary will be divided into twelve equal payments. Teachers new to the profession may opt to have their annual salary divided into thirteen equal payments during their first year. Their first check payable in August of their beginning year. Different scenarios may be approved on a case by case basis by the Superintendent

Paragraph 2. The check, after the required deductions have been made, will be issued to the teacher on or about the fifteenth of each month, beginning with the first month of employment.

Paragraph 3. Balance of salary due will be paid following completion of work to the teacher who files a written request for the same not later than April 1, subject to the provisions of Article 49, Chapter 74, K.S.A.

Paragraph 4. No checks will be given out in September until the teacher has on file with the Superintendent a valid certificate, complete current official transcripts and a health report.

Paragraph 5. Upon written request, teachers have the option to receive their checks by a method of direct deposit to their banks.

Section I: Payroll Deductions

Paragraph 1. The Board provides that, whenever duly authorized by a teacher on a form or forms appropriate for such purposes, payroll deductions shall be made and paid in accordance with such form or forms for any or all of the following purposes:

- a) Association Dues
- b) Tax-sheltered Annuities
- c) Teacher Credit Union
- d) Insurance
- e) Dependent Care Reimbursement.
- f) Vision Care
- g) Dental Protection Insurance
- h) Medical Care Reimbursement

Paragraph 2. Applications or termination notices need to be made prior to September 7th.

Article V: Extra Duty Compensation

Section A: Assignments

Paragraph 1. Assignment for extra or supplemental duty beyond the regular or normal duty will be negotiated between the principal and teacher, but if this process fails to produce personnel needed for the performance of the duty or sponsorship, the principal will assign the duty or sponsorship.

No extra allowance will be made for duties performed during the regular duty day. Teachers will receive compensation for duties performed or conducted outside the duty day as outlined in other sections of this agreement. Bus driving is not to be included among the activities or events described above.

Section B: Supplementary Salary Schedule - Definitions

Paragraph 1. The indicated percentage for extra duty shall be of the base salary of Burrton Unified School District No. 369.

Section C: Concession Stand

The sponsor will be responsible for the concession stand and will supervise the concessions as well as do necessary ordering of supplies. In the event that the sponsor cannot physically supervise the concession stand, he/she must make arrangements for another employee to supervise and to inform the principal in advance of such arrangements.

Section D: Student Supervision

Activities requiring expertise of an adult, but not professional skills, shall be paid at an hourly rate. Time sheets shall be turned in to the Central Office after being signed by the appropriate Building Administrator.

Activities included, but not limited to, shall include:

ticket selling	clock operators
concession stand	program supervision
time keepers	pep bus sponsor
score keepers	video taping
class sponsors	

The hourly rate shall be \$10.00. If volunteers cannot be found, staff will be assigned on a rotating basis.

Section E: Planning Period

Paragraph 1. Full time teachers teaching without a planning period shall be paid an additional amount, proportionate to the individual's basic salary, for the additional scheduled time assignment.

Paragraph 2. The teacher's basic salary does not include extra duty pay.

Paragraph 3. One certified teacher substituting for another during their planning period shall be paid on a pro-rated basis per the substitute teacher pay as defined by the MS|HS bell schedule.

If staff cannot be found, staff will be assigned on a rotating basis.

Section F: Professional Skills

Activities previously approved by appropriate administrator which require the professional expertise of the staff member shall be paid an hourly rate. Compensation shall be paid for time necessary outside the duty day.

Time sheets shall be turned in to the Central Office, immediately after the end of the month, and after being signed by the appropriate building administrator.

Extra duty compensation of \$14.00 per hour will be paid for the following activities:

- Student tutoring

- Lunch Duty

- Curriculum development and QPA work, English as a Second Language, Professional Development Coordinator (Head & Assistant), General Education Intervention Coordinator (Head & Assistant).

- Detention - before and after school and Saturday school

 - Staff members assigned to supervise Saturday school will be compensated for one hour of duty if no assigned students report.

Extra duty compensation of \$15.00 per hour will be paid for the following activities:

- Summer School

Extra duty compensation of \$24.00 per hour will be paid for the following activities:

- Driver Education

Staff members assigned to supervise Saturday school will be compensated for one hour of duty if no assigned students report.

Section G: Extended Contracts

An extended contract would include positions where the teacher works more than the contracted days due to the nature of the position.

Extended contracts (more than the contracted days) may be offered on a voluntary basis. Extended contracts will be paid at the per diem rate determined by dividing the teacher's annual salary by the number of contract days.

Article VI: Teacher Benefits

Section A: Salary Reduction

Paragraph 1. The school district shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1985 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any teacher may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program.

Paragraph 2. The teacher shall make any salary reduction request within ten (10) days after commencing work in U.S.D. No. 369. That reduction shall remain in force through the twelve (12) ensuing months or through the August pay period or upon termination of employment with the district, whichever occurs first.

Paragraph 3. Items by which the teacher may reduce his/her contract are as follows:

- a) Health Insurance
- b) Cancer Insurance
- c) Salary Protection Insurance
- d) Group Life Insurance up to \$50,000
- e) Dependent Care Reimbursement
- f) Vision Care
- g) Dental Protection Insurance
- h) Medical Care Reimbursement

If none of these options are chosen, the teacher's salary shall not be reduced.

Paragraph 4. A plan participant will be allowed to change health care insurance status if the change is due to a change in family status (e.g., marriage, divorce, death of spouse or child, or birth or adoption of child.)

Section B: Optional Health Coverage for Retired Teachers

U.S.D. No. 369 shall allow retirees and their spouses to continue participation in the group insurance plan until such time as the retiree reaches age 65 and the spouse of the retiree may continue to participate in the group health insurance plan until such time he/she reaches age 65, and that paying of premiums will be the responsibility of the retiree and/or spouse. Failure to pay the premium on a timely basis or becoming eligible to be covered by another employer will negate coverage by the U.S.D. No. 369 group health plan. Application by the retiree must be within 30 days after the date of retirement.

Section C: Activity Tickets

Staff and household members will be admitted free to home performance activities. (State sponsored tournaments and student fundraisers are excluded.)

Section D: Health Insurance

\$752 per month will be paid toward the Burrton Health Insurance Group premium for each certified staff member who carries health insurance.

All school employees shall provide needed health census data to the school district if needed for district-wide insurance program re-evaluation or program comparisons.

Section E: Longevity Pay

A \$500 yearly bonus to teachers who have taught in the district for 10 or more consecutive years to be paid on the teachers' paychecks in June.

Article VII: Leaves

Section A: Temporary Leave

Each full time certified teacher shall be granted thirteen (13) days leave per year accumulative to eighty-five (85) days. Part time certified teachers shall be granted thirteen (13) of their contracted days.

Temporary Leave beyond eighty-five (85) days will be considered on an individual basis by the Board of Education.

Available temporary leave shall be without loss of pay with the district paying the substitute.

Unused Temporary Leave will be paid for at the rate of twenty dollars (\$20) for any day(s) over eighty-five (85) days. In June, any days(s) over seventy-two (72) will be used for payment, The payment of these day(s) will be made with the teachers' paycheck issued in June.

Three (3) consecutive unplanned days leave will require a physician's note and a release to return to work.

Temporary leave may be used for personal leave and/or illness. After an absence of three or more consecutive work days causing the use of temporary leave the administration may require the Teacher to provide a reason for the absence.

Teachers may not use leave during the first 5 and last 5 days of the student attendance school year unless prior approval from administration is obtained.

Teachers may only use leave for 5 consecutive days in each 30-day period unless prior approval from the administration is obtained.

Temporary leave may not be used on the day before or the day after a holiday break, scheduled breaks, or on staff development days except in an emergency and will need prior approval from administration.

Written notice and approval shall be required three days in advance of the absence. These notices and approvals will be given through the district leave system.

Requests may be denied if securing a substitute is extremely difficult.

The Superintendent may waive any of the above requirements. (This decision may not be grieved)

Section B: Workman's Compensation

Teachers shall be protected by a workmen's compensation insurance policy provided by the Board of Education. The policy will provide coverage for medical expenses and wages to the extent required by statute to those who qualify. Any teacher who is accidentally injured in any way while in the performance of duties for the district shall immediately report such injury to the school principal or to an immediate supervisor.

When absent due to an injury which results in temporary workmen's compensation benefits, a teacher shall not be paid any additional salary unless the teacher elects to use sick leave as a supplement. In that event, sick leave and workman's compensation will be blended so that the teacher may receive one hundred percent of their gross salary. This arrangement may continue as long as the teacher's sick leave lasts.

Permanent partial payments, either body as a whole or scheduled, shall not be deducted from salary if the teacher has returned to work following temporary disability.

Section C: Personal Illness or Disability of the Employee's Immediate Family

Temporary leave may be used for immediate family illness which requires the teacher's attention.

Section D: Bereavement

Paragraph 1. Temporary leave may be used for deaths or funerals in the immediate family.

Paragraph 2. With administrative approval, the teacher may attend funerals of other persons with time, corresponding to that lost from the job, to be deducted from available temporary leave.

Section F: Judicial Leave

Teachers shall be granted paid leave as necessary for jury duty or to appear in a court of law as a subpoenaed witness. To be eligible for such paid leave, the teacher must turn over to the District any compensation received by virtue of such service. Compensation shall not include reimbursable expenses. Written notification must be made to the administration prior to judicial leave and a written statement of pay received must be submitted at the completion of the leave.

Section H: Notification of Accumulation of Leave

Paragraph 1. Each certificated employee shall be given a written balance statement of the total number of unused temporary leave days which he or she has accumulated on or before September 15 of each year.

Section I: Sick Leave Pool

To assist all district personnel who suffer prolonged illness or disability to work, a sick leave pool shall be established as follows:

- a. Each district employee who wishes to participate in the sick leave pool will contribute a minimum of two (2) days to the sick leave pool during the first contract year of participation. Employees who join after the pool is started, who are not new to the district, must donate four (4) days. For an individual to participate after his/her initial year, he/she shall donate a minimum of one (1) day to the pool for the contract year. Days contributed by a member become a permanent part of the pool and will not be refunded to that employee.
- b. Each person who wishes to offer a contribution to the pool will complete a form and file it in the district office for that purpose by September 1 of the contract year.
- c. Only those individuals participating in the pool will be eligible to apply for days from the pool.
- d. Any eligible person who wishes to use the sick leave pool must be under a doctor's care if requesting more than two consecutive days and present the district's application form to the sick leave screening committee which shall consist of the superintendent and four employees who participate in the sick leave pool.
- e. Written notification of approval or other disposition of the application will be made by the screening committee to the applicant.
- f. Each person, before using the sick leave pool, shall deplete his or her accumulated temporary leave.
- g. The intent of the pool is to cover employees who are experiencing long term or major illness, medical problems, or hardship. A maximum of two days per school year shall be granted to individuals for common or minor illnesses such as the cold or influenza.
- h. The sick leave pool may not be used to cover participants who are receiving pay or are eligible to receive pay from Worker's Compensation or KPERS disability.
- i. Pool participants may initially apply to withdraw a maximum of ten (10) days. Under extreme circumstances the same individual may apply for an additional ten (10) days. A request to extend benefits beyond these 20 days will require further

examination and unanimous consent by the Review Committee. The Review Committee may not grant more than thirty (30) days to any one individual during a school year. Any days not used will be returned to the pool. A sick leave pool year will be from September 1 through August 31.

j. The teacher's association shall have the right to petition the administration for emergency donations to the pool during the year. Donations may not exceed 2 days per individual.

k. If the sick leave pool has over 100 days on July 1 of any school year, only members with less than two (2) years in the pool will be required to donate days to the pool at the beginning of the school year.

l. This pool cannot be used for family leave or the care of a child after birth, except to the extent that it is medically necessary for the employee.

m. The pool is open to all district employees annually.

n. District personnel will need to work 90 days before qualifying for sick leave pool. "Work" is defined as the employee being present to perform their duties.

Section J: Leave Without Pay

Leave without pay may only be taken after all other applicable leave has been exhausted and then only with approval by administration.

Article VIII: Professional Improvement

Section A: Professional Improvement

The purpose of staff evaluation is for professional growth of staff. At a minimum, the teacher shall be evaluated according to the laws of the State of Kansas.

Evaluation Instrument

1. The evaluator shall honor any request from the teacher for an additional observation.
2. The principal and the instructor will work together to improve areas in which the instructor has received less than satisfactory ratings. Suggestions will be shared with the intent of raising the performance level prior to the next formal evaluation.
3. Evaluation on supplemental contracts shall not constitute a valid basis for evaluating a person's classroom teaching performance.
4. The teacher will be given an opportunity to sign-off on the evaluation. Signatures by both the administrator and the teacher may be completed electronically.
5. The teacher evaluation form is available on-line. Completed evaluations may be stored and accessed electronically.
6. The parties agree to continue to pilot changes in the negotiated procedures to see that it is in compliance with state statutes.

Section B: Board Benefits to Encourage Professional Improvement

The Board encourages staff to seek out professional development opportunities and to attend them with prior approval by administration. Expenses and reimbursements to be determined by administration.

Article IX: Duty Year

Section A: Professional Year for Teachers.

Paragraph 1 (will be dependent upon final calendar schedule). Contract Days:
The basic contract days for teachers each contract year shall be as follows:

Student days	146
Parent/Teacher Conferences	3
In-service	11.5
Work Days	5.5

163 Contract Days

Teachers new to the system shall have one additional in-service day.

Paragraph 2 The teacher workdays scheduled at the end of each nine-week grading period are to be reserved primarily for usual and customary work teachers are required to do at the end of said grading periods. No teacher will be required to attend more than one (1) hour of each workday in meetings called by an administrator, unless mutually agreed upon by the teacher and administrator(s).

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

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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JANUARY						
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MAY						
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26	27	28	29	30	31	

	First Day of School
	New Teach Orient
	In-Service
	1/2 In Service - 1/2 Work
	Work Day
	No School - Staff & Students
	Parent Teacher Conferences
	Homecoming
	End of Quarter

Student Days = 146
 In-Service Days = 11.5
 Work Days = 5.5
 Parent/Teacher Conferences = 3

Teacher Contract Days = 163

Student Day 8:00 a.m. - 4:00 p.m.
 Contract Day 7:40 a.m. - 4:20 p.m.

1st Quarter = 35 student days
 2nd Quarter = 35 student days

3rd Quarter = 37 student days
 4th Quarter = 39 student days

Article X: Professional Day

Section A: Time Schedule

Paragraph 1. To facilitate the supervision of students and the instructional program of the district, professional personnel must be at their places of assignment, preceding, during and following classes each day of school.

Paragraph 2. Teachers have flexible Contract Hours. Contract hours may start no earlier than 7:20 am and must include 40 minutes outside of the student day. This may be 7:20 am – 4 pm (after building is cleared of students), 7:30 am – 4:10 pm, 7:40 am – 4:20 pm, or any combination equaling 40 minutes outside the student day either before or after the school day. All teachers may leave on Friday and days preceding holidays or vacations as soon as the students have cleared the building.

Paragraph 3. An early departure exception may be made, subject to application to and approval by the building principal, for teachers who are attending a class at a college or university. Such early departure may occur after school is dismissed but before the end of the working day, if deemed necessary by the principal, to enable the teacher to arrive at said class on time. Said early departure may not occur more than two days each week.

Section B: Planning Time

Paragraph 1. Each teacher will have a total amount of time each day equivalent to one high school class period for planning purposes during which time they will have no assigned responsibilities with students.

Section C: Staff Meetings

Staff meetings may be held during or outside of the regular contract day beginning no earlier than 10 minutes before the start of the contract day. Additional time may be needed due to extenuating circumstances outside of the regular contract day. Staff meetings should be held for the purpose of solving problems and for the implementation of district policies and solutions of problems. All teachers will attend unless excused by the principal.

Section D: Work Days

End of Quarter works days are open for teachers to work from home with approval from the Superintendent. Requests to utilize the work from home work days must be entered and approved through Frontline.

Article XI: Teacher Protection

Section A: Action Against Teachers

Paragraph 1. Any complaint(s) regarding an instructor made to an administrator by any parent, student, or other person, of a serious or significant nature, shall be promptly called to the attention of the instructor. Other complaints shall be called to the attention of the instructor if such complaints are to be used to evaluate the work performance of the instructor.

Paragraph 2. No certified instructor will be disciplined, reprimanded, or reduced in rank arbitrarily, capriciously, or without basis in fact.

Paragraph 3. Instructors shall not be monitored by intercom or other mechanical devices without their knowledge and permission.

Paragraph 4. No disciplinary action shall be taken against any instructor on the basis of a complaint by a parent, or a student before a conference is held between the instructor and the supervisor contemplating the action.

Paragraph 5. Office approved visitors may not be allowed in a classroom if the teacher determines the visitors may cause a disruption to learning.

Article XII: Grievance Procedure

Section A: Purpose

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

Section B: Definitions

Paragraph 1. Grievance shall mean any alleged violation, misinterpretation or misapplication of the terms and conditions of an employee's negotiated contract of employment, a board policy, administrative policy, administrative regulation, or practice affecting conditions of employment.

Paragraph 2. Grievant means a teacher, or teachers, of the Burrton Unified School District No. 369 having a grievance.

Section C: General Procedures

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

Section D: Levels

Paragraph 1 - Level 1. A grievant shall first take up his grievance with his immediate administrative supervisor in an informal conference within ten days after the occurrence of the event upon which a grievance is based, or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate supervisor. Every effort shall be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within five days of the last informal conference.

Paragraph 2 - Level 2. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within five days after the formal presentation, he 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 shall confer with the

grievant in an effort to arrive at a satisfactory solution within ten days after the appeal has been received by the Superintendent. If the grievant does not appeal the grievance to the Superintendent within ten days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Paragraph 3 - Level 3. If the grievance is not adjusted to the satisfaction of the grievant, or if no decision is made thereon within ten days after the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of adjustments of the grievance within this procedure by submitting a written request to the clerk of the Board within five days after the expiration of the said ten days. The Board of Education shall, within 25 days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing.

Paragraph 4 - Level 4. If the grievance is not adjusted to the satisfaction of the grievant, or if no decision is made thereon within 25 days after the grievance was filed with the Board of Education under Level 3, then the grievant may appeal the grievance to be submitted to arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning, or application of any of the provisions of this Agreement, such questions will first be examined by the arbitrator selected to hear the dispute.

Within ten days after such written notice of submission to arbitration, the Superintendent and the PR&R Committee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will confer with the representatives of the Superintendent and the PR&R Committee and hold hearings promptly and will issue his recommendation not later than twenty days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's recommendation will be in writing and will set forth his finds of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The recommendation of the arbitrator will be submitted to the Superintendent and the Association, and the parties in interest shall be advised. The costs of the services for this arbitrator, including per diem expenses, if any, and his

travel subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Section E: Supplemental Conditions

Paragraph 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.

Paragraph 2. Upon the final determination of the grievance, the documents, communications, and records relating thereto, excepting records, required by law to be kept and maintained, shall be destroyed. Any documents to be retained dealing with the processing of the grievance shall be filed separately in the personnel file of the participant.

Paragraph 3. At each step of the procedure for adjusting grievances, after the initial private conference, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.

Paragraph 4. All grievance hearings shall be confidential.

Paragraph 5. Excluded from the grievance procedure shall be matters for which law mandated another method of review.

Paragraph 6. Only the employee or employees affected may file a grievance or an appeal from Levels 1 and 2.

Paragraph 7. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievant should, to the extent possible, describe (in the written grievance) the alleged event or act giving rise to the grievance including the addresses of any witnesses thereto.

(Note: Copies of a Grievance Report Form will be available as needed at the Board Clerk's office.)

Article XIII: Reduction in Force

Section A: Separation Due to Staff Reduction

When, in the judgment of the Board, it is necessary to reduce the number of teachers within the district; or within any subject area, field, program or grade area, or to eliminate or consolidate positions, the following procedure will be implemented.

- A. The Board will attempt to accomplish said reduction through normal attrition.
- B. In the event necessary reduction in staff cannot be accomplished by normal attrition, non-certified staff members will be non-renewed, as determined by administrative recommendation and approved by the Board of Education, until necessary reduction is accomplished as long as there is a qualified teacher remaining in needed positions.
- C. If further reduction is necessary, certified teachers will be non-renewed, as determined by recommendation of the administration and approved by the Board of Education, until necessary reduction is accomplished.

Section B: Recall

Any certified teacher whose contract is non-renewed due to this Reduction in Force shall be placed on a list of recall for a period of one calendar year following the date of said non-renewal. The order of recall will be determined by the administration, providing the recalled teacher is fully certificated for the available position.

Failure to accept an offered position under this recall procedure will automatically cause the removal of that teacher from the recall list.

Any teacher re-employed by recall shall retain rights of salary schedule placement according to experience as if continuously employed within the district. No salary will be paid during the time of non-employment.

Definitions:

Fully Certificated - Teachers whose certification cover all areas required for employment in a given position.

Article XIV: Early Retirement Incentive

(BOE approved 2-20-92, revised 7-25-94, 5-21-00, 6-20-06, 5-19-08)

The early retirement incentive described in this Article XIV is available only to certified personnel who were full time employees of U.S.D. 369 subsequent to May 1, 2008 are not eligible for the early retirement incentive.

Certified staff members of the Burrton Unified School District No. 369, who may find it necessary or desirable to retire from employment with the district prior to normal retirement age may elect to retire under the terms and conditions hereinafter specified. Early retirement is voluntary and at the discretion of an eligible employee. For those teachers electing to utilize the early retirement incentive by application in the 1991-92 school year and subsequent years, the payment of benefits shall be monthly, and will cease at the end of the month in which the employee's sixty-fifth (65th) birthday occurs. The maximum benefit period is sixty months. All references to years are to be considered fiscal years, July 1 to June 30.

“It is the parties’ intent that the district’s early retirement incentive plan shall not constitute a non-qualified deferred compensation plan within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”). The parties agree that the provisions of the district’s plan shall be construed and applied in accordance with I.R.C. 409A(a)(2),(3) and (4) to avoid the plan’s treatment as a failed non-qualified deferred compensation plan as contemplated by Section 409A of the Code and the regulations promulgated pursuant thereto. This paragraph shall be effective for tax years commencing after December 31, 2004 and thereafter.”

Eligibility criteria

1. Is currently a full time certified employee of USD No. 369.
2. Is not less than fifty-seven (57) years of age and not more than sixty-four (64) years of age.
3. Must have ten (10) or more consecutive years of employment in a certified position with USD No. 369.
4. The participant must receive KPERS retirement benefits and/or Social Security concurrently with the district’s retirement benefits. Benefits payable under this plan will cease upon cessation of KPERS or social security benefits.
5. Eligibility in accordance with items 1, 2, 3, and 4 above will be determined by the superintendent. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.
6. All payments shall be subject to all applicable deductions and made in accordance with procedures established by USD No. 369.
7. Benefits outlined in this plan are subject to amendment or nullification by act of the Kansas legislature.

Application

An employee may apply for early retirement by giving written notice to the superintendent. Such written notice shall be submitted on or before the first day of March preceding the anticipated retirement date and shall include the following information.

- a) A statement of the applicant's desire to take early retirement;
- b) The anticipated date of retirement;
- c) The applicant's birth date and age on the date of retirement;
- d) The current mailing address and telephone number of the applicant;
- e) The number of years applicant has been employed by U.S.D. No. 369;
- f) Applicant's highest base salary (base salary is defined as salary as placed on the primary salary schedule, exclusive of supplemental or extra duty pay);
- g) Whether the applicant desires health insurance coverage through the school district's health insurance program by deduction of the monthly premiums from the early retirement benefit or by the applicant paying his/her own monthly premiums. Eligibility to continue on the health plan ends at the end of the month the employee becomes sixty-five (65) and is contingent on the district maintaining a health insurance group.

Following final action by the board on any application for early retirement, the superintendent shall notify the applicant in writing of the final disposition and the date and amount of early retirement benefits to be paid.

Basis of Retirement Benefit

The early retirement benefit shall be a monthly payment determined by utilization of the percentage opposite the year of benefit utilization on the following table. The percentage for the year of benefit shall be multiplied by the teacher's highest annual base contract salary. The payment shall be paid monthly (1/12 of benefit for that year) and stop at the end of sixty months or the month when the teacher's 65th birthday occurs. Monthly payments shall begin in September following final action by the board.

<u>Year of Benefit</u>	<u>Percentage of Last Annual Salary</u>
1st Year	20%
2nd Year	18%
3rd Year	16%
4th Year	14%
5th Year	12%

It is further provided that the superintendent shall compute on or before February 1 of each year an estimated early retirement benefit for each employee between ages fifty-seven (57) and sixty-five (65). This information shall become a part of the employee's permanent file.

Terms and Conditions

The early retirement payment benefit will terminate after sixty months or in the month which the retiree reaches age sixty-five (65) whichever occurs first. The option to maintain health insurance shall terminate with the payment for the month in which the retiree reaches age sixty-five (65). In the event of the death of the employee, benefits under this plan will terminate.

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

If any provision of this early retirement plan is determined to be in violation of Federal or State laws or regulations, the plan shall then immediately terminate by board action and shall be of no further force or effect unless re-adopted by the board.

* The district does not provide life insurance, but does recommend teachers getting a policy to cover early retirement lost benefits due to death of the participant.

Article XV: Association Rights

Section A: Access to Building

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property.

Section B: Use of Facilities and Equipment

The Association shall have the right to use school facilities and equipment including, but not limited to, typewriters, duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for meetings.

Section C: Association Leave

Paragraph 1. At the beginning of every school year the Association shall be credited with two days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.

Paragraph 2. The Association agrees to notify the Board not less than forty-eight (48) hours in advance of taking such leave.

Article XVI: Duration of Agreement

Section A: Duration

This agreement shall become effective with the start of the 2023-2024 contract year.

It is agreed that all provisions of the 2022-2023 contract, which have not been amended or deleted through the current negotiations process, will be incorporated unchanged in the new contract.

The agreement shall continue in full force and effect for one teacher year, or until June 30, 2024, whichever is the later date unless written notice to amend is given by either party to the other pursuant to K.S.A. 72-2228, and such amendment proposal is ratified by both parties.

The Burrton Education Association ratified this agreement
on _____.

The Burrton Teachers Association

The Board of Education of U.S.D. No. 369 ratified this agreement
on _____.

President, Board of Education
Unified School District No. 369