

2023-2024

Bluestem #USD 205

Professional Agreement



It is agreed that all items contained herein are in effect for the contract year 2023-2024. All certified teachers of Bluestem Unified School District 205 are bound by this contract as stated herein, in addition to the policies of Bluestem Unified School District 205 and administrative directives which are outside of, but not in conflict with, this contract.

The Board of Education of Bluestem Unified School District 205 and the Bluestem Teachers' Association hereby ratify this agreement for the contract year 2023-2024.

Becky S. Wolfe 8/21-23  
Becky Wolfe Date  
President, USD 205 Board of Education

Chris Day 9-11-23  
Chris Day Date  
President, USD 205 Teacher's Association

**BLUESTEM BOE SALARY SCHEDULE - July 2023 - June 2024**

	1	2	3	4	5	6	7	8	9	10
	BA	BA8	BA16	BA24	BA32	BA40	MS	MS12	MS24	MS40
0	41500	41950	42400	42920	43440	43960	45185	45795	46405	47670
1	42125	42575	43025	43545	44065	44585	45885	46495	47105	48370
2	42750	43200	43650	44170	44690	45210	46585	47195	47805	49070
3	43375	43825	44275	44795	45315	45835	47285	47895	48505	49770
4	44000	44450	44900	45420	45940	46460	47985	48595	49205	50470
5	44625	45075	45525	46045	46565	47085	48685	49295	49905	51170
6	45250	45700	46150	46670	47190	47710	49385	49995	50605	51870
7	45875	46325	46775	47295	47815	48335	50085	50695	51305	52570
8	46500	46950	47400	47920	48440	48960	50785	51395	52005	53270
9	47125	47575	48025	48545	49065	49585	51485	52095	52705	53970
10	47750	48200	48650	49170	49690	50210	52185	52795	53405	54670
11	48375	48825	49275	49795	50315	50835	52885	53495	54105	55370
12	49000	49450	49900	50420	50940	51460	53585	54195	54805	56070
13	49625	50075	50525	51045	51565	52085	54285	54895	55505	56770
14	50250	50700	51150	51670	52190	52710	54985	55595	56205	57470
15	50875	51325	51775	52295	52815	53335	55685	56295	56905	58170
16	51500	51950	52400	52920	53440	53960	56385	56995	57605	58870
17	<b>51800</b>	52575	53025	53545	54065	54585	57085	57695	58305	59570
18	<b>52100</b>	<b>52875</b>	53650	54170	54690	55210	57785	58395	59005	60270
19	<b>52400</b>	<b>53175</b>	<b>53950</b>	54795	55315	55835	58485	59095	59705	60970
20	<b>52700</b>	<b>53475</b>	<b>54250</b>	<b>55095</b>	55940	56460	59185	59795	60405	61670
21	<b>53000</b>	<b>53775</b>	<b>54550</b>	<b>55395</b>	<b>56240</b>	57085	59885	60495	61105	62370
22	<b>53300</b>	<b>54075</b>	<b>54850</b>	<b>55695</b>	<b>56540</b>	<b>57385</b>	60585	61195	61805	63070
23	<b>53600</b>	<b>54375</b>	<b>55150</b>	<b>55995</b>	<b>56840</b>	<b>57685</b>	<b>60985</b>	61895	62505	63770
24	<b>53900</b>	<b>54675</b>	<b>55450</b>	<b>56295</b>	<b>57140</b>	<b>57985</b>	<b>61385</b>	<b>62295</b>	63205	64470
25	<b>54200</b>	<b>54975</b>	<b>55750</b>	<b>56595</b>	<b>57440</b>	<b>58285</b>	<b>61785</b>	<b>62695</b>	<b>63605</b>	65170
26	<b>54500</b>	<b>55275</b>	<b>56050</b>	<b>56895</b>	<b>57740</b>	<b>58585</b>	<b>62185</b>	<b>63095</b>	<b>64005</b>	<b>65570</b>
27	<b>54800</b>	<b>55575</b>	<b>56350</b>	<b>57195</b>	<b>58040</b>	<b>58885</b>	<b>62585</b>	<b>63495</b>	<b>64405</b>	<b>65970</b>
28	<b>55100</b>	<b>55875</b>	<b>56650</b>	<b>57495</b>	<b>58340</b>	<b>59185</b>	<b>62985</b>	<b>63895</b>	<b>64805</b>	<b>66370</b>
29	<b>55400</b>	<b>56175</b>	<b>56950</b>	<b>57795</b>	<b>58640</b>	<b>59485</b>	<b>63385</b>	<b>64295</b>	<b>65205</b>	<b>66770</b>
30	<b>55700</b>	<b>56475</b>	<b>57250</b>	<b>58095</b>	<b>58940</b>	<b>59785</b>	<b>63785</b>	<b>64695</b>	<b>65605</b>	<b>67170</b>
31	<b>56000</b>	<b>56775</b>	<b>57550</b>	<b>58395</b>	<b>59240</b>	<b>60085</b>	<b>64185</b>	<b>65095</b>	<b>66005</b>	<b>67570</b>
32	<b>56300</b>	<b>57075</b>	<b>57850</b>	<b>58695</b>	<b>59540</b>	<b>60385</b>	<b>64585</b>	<b>65495</b>	<b>66405</b>	<b>67970</b>
33	<b>56600</b>	<b>57375</b>	<b>58150</b>	<b>58995</b>	<b>59840</b>	<b>60685</b>	<b>64985</b>	<b>65895</b>	<b>66805</b>	<b>68370</b>
34	<b>56900</b>	<b>57675</b>	<b>58450</b>	<b>59295</b>	<b>60140</b>	<b>60985</b>	<b>65385</b>	<b>66295</b>	<b>67205</b>	<b>68770</b>
35	<b>57200</b>	<b>57975</b>	<b>58750</b>	<b>59595</b>	<b>60440</b>	<b>61285</b>	<b>65785</b>	<b>66695</b>	<b>67605</b>	<b>69170</b>
36	<b>57500</b>	<b>58275</b>	<b>59050</b>	<b>59895</b>	<b>60740</b>	<b>61585</b>	<b>66185</b>	<b>67095</b>	<b>68005</b>	<b>69570</b>
37	<b>57800</b>	<b>58575</b>	<b>59350</b>	<b>60195</b>	<b>61040</b>	<b>61885</b>	<b>66585</b>	<b>67495</b>	<b>68405</b>	<b>69970</b>
38	<b>58100</b>	<b>58875</b>	<b>59650</b>	<b>60495</b>	<b>61340</b>	<b>62185</b>	<b>66985</b>	<b>67895</b>	<b>68805</b>	<b>70370</b>
39	<b>58400</b>	<b>59175</b>	<b>59950</b>	<b>60795</b>	<b>61640</b>	<b>62485</b>	<b>67385</b>	<b>68295</b>	<b>69205</b>	<b>70770</b>
40	<b>58700</b>	<b>59475</b>	<b>60250</b>	<b>61095</b>	<b>61940</b>	<b>62785</b>	<b>67785</b>	<b>68695</b>	<b>69605</b>	<b>71170</b>

\$300 per year at last BA step

\$400 per year at last MA step

\*Boldface cells reflect longevity steps.

## 2023-2024 Supplemental Contracts

**Base Amount:**

**1: \$5,040**

**2: \$3,600**

**3: \$3,510**

**4: \$2,610**

**5: \$2,160**

**6: \$1,800**

**7: \$1,440**

**8: \$720**

Head HS Football Head HS Basketball Head HS Wrestling Head HS Volleyball Head HS Baseball Head HS Softball Head HS Track FFA Outdoor Club	Head Cross Country Head HS Golf 7-12 Vocal 5-12 Band	Asst. HS Volleyball Asst. HS Baseball Asst. HS Softball Asst. HS Track Head MS Football Head MS Basketball Head MS Volleyball Head MS Track Head HS Lionettes Asst. HS Football Asst. HS Basketball Asst. HS Wrestling Concessions (2)	Head MS Wrestling Asst. MS Football Asst. MS Basketball Asst. MS Volleyball Asst. MS Track Asst. Cross Country Asst. HS Golf Play Director (Per Play) Skills USA HS Cheer (Per Sport)	Publications Jr. Class Sponsor HS Stuco (2) MS Cheer (Year) Asst. Play (Per Play)	MS Stuco Asst. MS Wrestling HS Scholars Bowl Sr Class Sponsor	NHS Robotics Forensics Debate FCCLA FBLA K-6 Vocal Chess HS Asst. Scholars Bowl	MS Scholars Bowl So. Class Sponsor Fr. Class Sponsor Asst. MS Cheer HS Academic Clubs MS Science Fair MS Math Relay BES Science Club BES Art Club BES Honor Choir
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**\$75 additional per year of experience**

Experience means working for USD 205 in the sport or activity for which the supplemental salary is being determined. Upon new employment with the district, teachers may bring in 5 years of prior coaching/activity experience in the sport or activity. Additional credit for experience may be granted by the Board.

A notice of vacant supplemental positions will be posted in each attendance center in the district, on the district web site and to teachers by district e-mail.

Supplemental salary for shared positions will be divided equally or as agreed by the participating teachers and the Superintendent.

The decision to hire and selection of individuals for supplemental positions will be determined by the Superintendent.

In the event the Board of Education or Superintendent determines there is a need to add a supplemental duty not listed during the school year, the Superintendent may approve a new position and determine the initial compensation fits within the guidelines. Salary for positions to be added for the following year will be negotiated even if the decision to add the position is made after the notice deadline.

Salary for Rule 10 Coaches will be determined by the Superintendent.

Committee Work: Teachers will be paid \$10 per hour for committee work approved in advance.

New teacher mentors for teachers new to the profession will be paid at the KSDE rate based on actual receipt of adequate funds.

NOTE: We understand teachers will not receive less than the amount received in 2007-08 for the same coaching or activity supplemental duty.

In the event any supplemental activity qualifies for an extended season; the coach/sponsor shall earn additional compensation. That amount shall be determined by calculating the approximate weekly compensation. The coach/sponsor shall earn that amount for each additional week of administratively approved practices and competition.

## **CONTRACT EXPECTATIONS:**

**INDEX AND EXPERIENCE FACTORS** - The index factors specified shall be the percentage of the Base or Base Column (BC) as indicated. Base Column (BC) is used in order that an experience factor can be applied to specified assignments.

CONTRACT EXPECTATIONS - expectations and stipend for the following positions will be included on the employee's teaching contract:

- BMS/BHS Instrumental Music
- BMS/BHS Vocal Music
- BHS Debate
- BES Vocal Music
- BHS Forensics
- BHS Publications Sponsor
- BES Instrumental Music
- BES Honor Choir

The duties and stipend associated with the following curricular teaching assignments will be included in the Teacher Contract for the employee assigned to the curricular position. (1995-1996 Negotiated Agreement)

### **BHS Instrumental Music**

Contract Expectations: A minimum of three (3) seasonal performances/concerts, Marching Band, Pep Band, League and KSHSAA Contests and Activities, Band Day, BHS Graduation and other appearances as requested and/or approved by the administration.

### **BMS Instrumental Music**

Contract Expectations: A minimum of three (3) seasonal performances/concerts, Marching Band, League Contests and Activities, BMS Graduation and other appearances as requested and/or approved by the administration.

### **BHS Vocal Music**

Contract Expectations: A minimum of three (3) seasonal performances/concerts, at least six (6) Madrigal performances, League and KSHSAA Contests and Activities, BHS Graduation and other appearances as requested and/or approved by the administration.

### **BMS Vocal Music**

Contract Expectations: A minimum of three (3) seasonal performances/concerts, League Contests and Activities, BMS Graduation and other appearances as requested and/or approved by the administration.

### **BHS Debate**

Contract Expectations: A minimum of eight (8) events, League and KSHSAA Contests and Activities and other activities as requested and/or approved by the administration.

### **BHS Forensics**

Contract Expectations: A minimum of eight (8) events, League and KSHSAA Contests and Activities and other activities requested and/or approved by the administration.

**CONTRACT EXPECTATIONS:**

**BHS Publications Sponsor**

Contract Expectations: Supervision and management of the publication of the BHS Yearbook, Newspaper, Activities Programs, and Student Workshop. Duties include photography, layout, publication, budget, sales and distribution and other activities as requested and/or approved by the administration.

**BES Instrumental Music**

Contract Expectations: A minimum of four (4) performances/concerts or other appearances requested and/or approved by the administration.

**BES Vocal Music**

Contract Expectations: A minimum of six (6) performances/concerts or other appearances requested and/or approved by the administration.

**EXTRA DUTY**

BLT (per building)_____	\$2000
PDC Chairperson_____	\$2000
PDC_____	\$1000
Curriculum Work_____	\$20/hr
Summer School_____	\$20/hr
Driver Education_____	\$25/hr
Committee Work_____	\$15/hr
Building Technology_____	\$500.00

Committee work and curriculum work paid for as "Extra Duty" should include only those hours served that occur outside the normal duty day or during a teacher's plan time. All committees shall have a chairperson approved by the superintendent, and that chairperson shall be responsible for maintaining an accurate accounting of committee meetings and staff attendance. The chairperson shall be responsible for providing a payment request and meeting minutes to the business office that provides a detailed record of the committee's work. The chairperson shall be paid for all time required to complete these tasks.

1 TERMS and DEFINITIONS (Negotiation Agreement May1981)

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- A. ADMINISTRATION: All persons employed by the Board of Education in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the Certificate Handbook.
- B. ASSOCIATION: Bluestem USD No. 205 Teacher's Association, affiliated with Kansas-National Education Association and the National Education Association.
- C. BOARD: The Board of Education of Bluestem Unified School District No. 205, Butler County, Kansas.
- D. DAYS: Except when otherwise indicated, days shall mean working days.
- E. DISTRICT: Bluestem Unified School District No. 205.
- F. EMPLOYEE: The terms "employee" and "teacher" may be used inter-changeably but shall mean the same thing.
- G. GRIEVANCE: Agrievance is defined as an alleged violation of a specific article or section of this agreement.  
  
A GRIEVANT is the person or persons affected by a violation involving interpretation or application of terms of the negotiated agreement. (Negotiation Agreement 2001)
- H. KNEA: Kansas National Education Association.
- I. NEA: National Education Association.
- J. SUPERINTENDENT: Superintendent of Schools of Bluestem Unified School District No. 205, Butler County, Kansas.
- K. TEACHER: All certified employees except administrators employed by the Board of Education.
- L. BUILDING LEVEL TEAM (BLT) - Building Leadership Team consisting of the building administrator and staff members, selected on a rotating basis by the building staff.



1 M. CURRICULUM WORK - District authorized work during non-contract time to complete  
2 identified objectives.

3

4 N. ACADEMIC CLUB - Established to enhance academic courses. Group will meet a minimum  
5 of two times per month using guest speakers, games or educational field trips. Group will  
6 meet yearly to establish goals and will be reviewed yearly by October 1, by the BOE.

7

8 I. GENERAL INFORMATION

9

10 A. A master agreement shall be written and agreed to and signed by both representative bodies  
11 following the close of negotiations. This agreement shall include salary schedule and all items  
12 agreed to during negotiations sessions from 1972-73 through the present, unless and until item  
13 has been deleted or revised. (Negotiation Agreement May 1981)

14

15 The Board of Education and Bluestem USD No. 205 Teacher's Association agree that this  
16 negotiated agreement is effective until and terminates on June 30, 2023.

17

18 All articles of this Agreement shall continue in full force and effect to and including June 30,  
19 2023, and thereafter for successive contracted periods, unless written notice to amend is  
20 given by either party to the other not later than March 31, immediately preceding the  
21 expiration date pursuant to K.S.A. 72-5423. (Negotiation Agreement May 1981)

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23 It is further agreed that a by-reference clause referring to this agreement will not be a part of  
24 each individual contract.

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26 If any of this Agreement or any application of this Agreement to any employee or group of  
27 employees is held to be contrary to law, then such provision or application shall be deemed  
28 invalid, except to the extent permitted by law, but all other provisions or applications shall  
29 continue in full force and effect. (Negotiation Agreement May 1981)

30

31 B. The Board of Education reserves the right to hold any teacher on step without increment for a  
32 period of one or more years at the discretion of the Board upon recommendation of the  
33 administration after evaluation of and consultation with the teacher.  
34 (Negotiation Agreement April 1975)

35

C. The Board may add or delete extra assignments or extended contract positions as necessary.  
(Negotiation Agreement 1998)

- 1 . This salary schedule is contingent upon budget limitations as required by law.
- 2
- 3 E. This shall be regarded as a single salary schedule.
- 4 . Teachers required in the course of their work to drive personal automobiles from one school
- 5 building to another shall receive a car allowance. This allowance shall be the State of Kansas
- 6 mileage rate. The same allowance shall be given for required use of personal cars for field trips or
- 7 other business of the district. (Negotiation Agreement May 1998; revised August 2009)
- 8
- 9 . Copies of this Agreement will be posted on the school district's website and a copy delivered to
- 10 each member of the bargaining unit electronically. Any member of the bargaining unit that
- 11 desires a printed copy may request one from the district office and receive it within five work-ing
- 12 days. The Board shall furnish up to 15 printed copies of this agreement to the Bluestem
- 13 Teacher's Association for its use. ( Tentative Agreement 5/26.2010)
- 14
- 15 H. Teachers should have no expectation of privacy using district e-mail.
- 16 (Negotiation Agreement 1999)
- 17
- 18 . Approximately 50% of the scheduled staff development time for the school year, not including
- 19 the half-day work days, will be spent in teacher collaboration between grade levels, curriculum
- 20 groups and/or building staff. (Negotiation Agreement 2017)
- 21
- 22 . All teachers will be reimbursed the fees of Kansas re-licensure.
- 23 . Payment for instruction by certified staff of USD 205, for the express purposes of dual credit
- 24 college classes offered through a community college or university, shall be made directly to the
- 25 instructor by the post-secondary employing entity. This amount shall be above and beyond any
- 26 compensation provided by the district for normal classroom instruction. Said compensation shall
- 27 be subject to all state and federal withholdings as prescribed by the post-secondary employing
- 28 entity.

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II. ASSOCIATION RIGHTS

- 26 A. Access to Buildings - Duly authorized representatives of the Association shall be permitted to
- 27 utilize school property to conduct Association Business provided the normal school process is
- 28 not interrupted. (Negotiation Agreement May 1981)
- 29
- 30 B. Access to information - The Board agrees to furnish access to the Association President, upon
- 31 request, all available information concerning the financial resources of the district including but
- 32 not limited to Annual financial reports, audits, and Treasurer's reports. In addition to the
- 33 financial resources, the district will furnish register of certified personnel, agenda, and minutes
- 34 to all Board meetings, names of all teachers, total salaries paid by position.
- 35 (Negotiation Agreement May 1981)

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C. Bulletin Board and Mail Service - The association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, one of which will be provided in each building. The Association shall have the use of teacher mail boxes and email for communication to teachers. The Association will follow all district guidelines for appropriate use of email. (Negotiation Agreement May 1981, Revised 2008)

D. The Bluestem Teachers Association should have no expectation of privacy using district e-mail. (Negotiation Agreement 1999)

III. PLACEMENT ON SALARY SCHEDULE

A. Beginning with the 1990-91 contract year, full outside experience may be granted. Final decision in regard to placement shall rest with the Board of Education. (Negotiation Agreement May 1991, Revised May 1994)

1. Beginning teachers should expect to be placed at Column 1, Step 0, despite additional hours taken prior to their initial teaching position. (Negotiation Agreement 1998, Tentative Agreement 5/26.2010)

2. Any complaint or grievance relating to placement on the salary schedule must occur within one calendar year of the original placement. (Negotiation Agreement 1998)

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B. Advancement

1. To advance to the next column, hours/points taken must be in compliance with the Professional Development Committee guidelines, for the purpose of adding an endorsement, or for license/certificate renewal.
2. Teachers may advance one column and one step per academic year. Advancement beyond these limits must have prior Board of Education approval. All staff should be placed on the salary schedule to reflect experience steps that match actual experience for the 2013-2014 school term. Some staff will receive one step, others, two steps. (Tentative agreement 7/18/2011, Revised 2013)
3. Each teacher shall file a Professional Development Plan with the Professional Development Committee. Courses completed and verified by transcript prior to September 1 of each year shall warrant an adjustment in teacher's signed contract. Courses completed or verified after September 1 shall be reflected in succeeding year contracts. (Negotiation Agreement May 1981, Revised May 1995; 2006; 2017)

C. The length of the teacher's contract shall be for 1520 hours, and pay shall be based on a twelve-month period with checks being mailed out in June, July and August. The hours not scheduled on the adopted district calendar shall be spent at the teachers' discretion in completion of their duties. (Tentative agreement 7/18/2011; Negotiation Agreement 8/2014)

- D. First year teachers in the Bluestem District, with no previous full time teaching experience, may request their contracted salary be paid out in thirteen(13) checks, rather than twelve(12).
1. The request must be made to the Superintendent, prior to the first day of classes.
  2. The first check will be in the amount proportionate to the contracted time completed, less appropriate deductions and reductions, on or before September 1.
  3. The remaining portion of the August salary will be presented on or before September 20, less the appropriate deductions and reductions (Negotiation Agreement June 2001)

1 E. SchoolCalendar

- 2
- 3 1. The school calendar shall consist of up to 1520 hours. (Negotiations Agreement, 1993)
- 4 i. "Work Days" in section (a) and (b) will be reclassified as "Professional Development Days," this will sunset at the conclusion of the 2021-2022 School year. BTA can vote to approve an additional year for 2022-2023 calendar prior to Board approval of the District Calendar in March 2022. (Negotiated Agreement 2021)
- 5
- 6 2. One-half (1/2) workday shall be scheduled at the end of each grading period. This time is allotted for grade card preparation and work in the classroom, and any meeting requested by the administration shall have optional attendance. Teachers shall be responsible only for computerized grade keeping and not permanent record-keeping. (Negotiation Agreement April 1989, Revised 2013)
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- 10 3. One-half duty day shall be allowed strictly as a teacher workday prior to the resumption of classes at the beginning of each school year.
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- 12 (Negotiated Agreement May 1989)
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- 14 . After December 1, a committee of Certified Staff members appointed by the BTA, will make recommendations to the Board and administration regarding development of the district calendar for the next year. The calendar will be submitted for Board approval at the first March meeting. (Negotiation Agreement, 2001) The Board of Education reserves the right to modify the calendar during the school year. (Negotiation Agreement, May 1994)
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- 19 . Negotiable holidays as related to the school calendar are: Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Birthday, President's Day, Good Friday, Memorial Day, Fourth of July (Negotiation Agreement, 1996)
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23 IV. DUTIES AND RESPONSIBILITIES

24 A. Duty Day

- 25 1. It is recognized that a professional teacher spends many hours preparing for the actual time he/she is with students in the classroom. Many hours are also spent evaluating student work, making reports, serving on committees, furthering professional education, etc. With this in mind, it is still recognized that there is a need for teachers to be available in their classrooms prior to the arrival of students and after they leave in the evening. (Negotiation Agreement April 1977; Reviewed April, 2000; May 2001)
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- 31 2. The duty day shall consist of a 9-hour period including lunch. Duty day may be defined as different combinations of a 9-hour or 9-hour-average block by the building principal as the need arises. The Board, after administrative consultation with the appropriate Building Level Team, shall have the right to determine the number of teaching periods, length of periods, length of instructional time, length and frequency of planning periods and the right to change components of the duty day. (Tentative agreement – Nego mtg. # 2 4/19/2010.)
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- 3. It is the intention of the Bluestem USD 205 Board of Education and the Bluestem Teacher's Association that every employee be provided regularly scheduled planning time. Beginning 2004-2005, planning time at all schools will be approximately equal to sixty (60) minutes per day. (Negotiation Agreement 2002, revised 2004)
- 4. Duty-Free Lunch  
Prior to the beginning of each school year, each building principal shall meet with staff or the purpose of establishing lunch` and noon hour supervisory duty schedules which will serve the student's and staff's best interests and allow all teachers a duty free period of time in which to eat. This duty free period shall be the teacher's own to eat in a place of his/her choosing within the building. Administration and aides will be assigned where necessary to guarantee each teacher an adequate (at least 15 minutes) amount of time to eat. (Revised, Negotiation Agreement,2003)
- 5. On rare occasions, it may be necessary for an employee to leave school during the duty day. Therefore, on these occasions, teachers are to clear through the building principal before leaving. (Negotiation Agreement April 1977)
- 6. Teachers employed less than full time "may" be compensated for a planning period, at Superintendent's discretion. (Negotiation Agreement May 1999)
- B. All teachers will receive an activity pass for husband and/or wife to all school activities, excluding KSHSAA tournaments in the District. (Negotiation Agreement 2001)
- C. Certified employees who perform extra duty, such as detention duty, ticket-taking, ticket sales, public address, scorekeeping, statistics, crowd control and supervising activity trips, shall be compensated at \$15.00 per hour. Hours shall be reported to the district activities director immediately following the event or activity. This compensation shall not cover duties included or associate with supplementary contracts or duties normally performed during the duty day as defined in Article IV. (Revised 2008)
- . District teachers will be notified of extra duty positions which are open or available.
- E. Administration will make an effort to place elementary physical education classes and music classes back-to-back to the extent possible in the daily schedule. (Negotiation Agreement April 1977)
- . Teachers using their planning period to cover for a teacher's absence, for school-related activities or at administrator's request, shall be compensated at a rate of \$30.00 per hour. If covering for personal use, the compensation will be only \$30.00 for the first hour only. (Negotiation Agreement 1988; revised 1998; revised 2004, 2014, 2017, 2018)

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G. Resignation

If a teacher fails to honor and fulfill an employment contract, whether by tendered resignation or any other cause, or if the resignation is after June 15th of the contract year, the Board of Education will assess liquidated damages of \$2,000.00. (Negotiated Agreement 2021)

H. Payment of the damages assessed by the Board of Education shall be required prior to release of the teacher from the employment contract. The Board of Education shall have the authority to offset the liquidated damages against any payments due to the teacher under the employment contract. The Board of Education reserves the right to waive liquidated damages in appropriate cases. Failure of the Board of Education to assess damages in any case in no way negates or lessens the Board of Education's stated policy herein.

By adopting the policy of liquidated damages, the Board of Education is not reducing or minimizing obligation and duty of a teacher to fulfill any employment contract and the Board of Education considers liquidated damages as an option available under circumstances stated above. (Negotiation Agreement 2001)

Teachers will receive a \$2,000 stipend for notice of resignation or retirement received by the Superintendent on or before January 15th. (Negotiation Agreement 2007, 2021)

Exit Interviews

Upon resignation, termination or retirement, all certified staff members and administrators may have the opportunity for an exit interview. The "exiting" certified employee will be provided with

1 an exit interview form and a stamped, addressed envelope, to be completed and returned to the  
2 BTA President at the exiting certified employee's convenience. If the "exiting" employee  
3 requests an oral exit interview, an interview committee will be comprised of the superintendent, a  
4 member of the Bluestem Teachers Association Executive Board, a BOE representative, and a  
5 certified staff member, selected by the "exiting" staff member. A confidentiality agreement will be  
6 signed by committee members, prior to the interview. This confidentiality agreement may be the  
7 waived by the exiting staff member .

8  
9 Results of the exit interview will be utilized for constructive purposes to improve the district.  
10 Documentation of the interview shall be sealed and placed in the exiting staff member's file.  
11 (Negotiated Agreement, 2003)

12 K. The Board of Education, through the administrators, will provide notification of tentative curricular  
13 teaching assignments, for the following contract year, by May 1st of the preceding year. The  
14 BTA acknowledges that late personnel changes and other factors, often require changes in the  
15 master schedule and teaching assignments and the BOE reserves the right to make such  
16 changes as necessary. Requisitions will be due ten (10) days after notification of teaching  
17 assignment. Supplemental duties are not subject to this article. (Negotiated Agreement, 2002)

18  
19 V. LEAVE

20 (Revised as part of negotiated agreements for 1983-84; 1999-2000; 2002-2003; 2010-2011 school year)

21  
22 A. Leave

23 At the beginning of each school year, each teacher shall be credited with ninety (90) hours of  
24 leave. This leave shall be accrued at the rate of ninety (90) hours per year accumulative to five  
25 hundred seventy-six (576) hours. Accumulated leave on July 31, 2010 will be converted to hours  
26 at the rate of nine (9) hours per day of accumulated leave. The leave days may be taken with  
27 full pay by a teacher for the listed reasons. The teacher will provide written notice to the Building  
28 Principal of the applicable leave category at the time of the leave request or if the request is for  
29 sick leave the notice will be provided upon return to duty. Use of leave shall be subject to the fol-  
30 lowing conditions: (Revised Agreement April 1984; 2006; 2010)

31 1. Personal Illness or Disability

32 The teacher may use all or any portion of this leave to recover from personal illness. After  
33 four (4) consecutive days absence per occurrence, a doctor's statement relating to the  
34 illness may be required.



- 1                    2.    Illness in Immediate Family
- 2                    A teacher may use all or any portion of this leave during the illness in the immediate
- 3                    family as defined in Article V, Section 2a. After four (4) consecutive days per occurrence,
- 4                    a doctor's statement relating to the illness of the family member may be required.
- 5                    (Revised Agreement April 1978)
- 6                                       2a.    Definition of the Immediate Family
- 7                                       The definition of immediate family is as follows:
- 8                                       Father, Mother, Stepfather, Stepmother, Brother, Sister, Son or Daughter, Stepchild,
- 9                                       Grandmother or Grandfather, Grandson or Granddaughter, and In-laws of these
- 10                                       classifications; Husband or Wife, and/or legal guardian or legal dependent.
- 11                                       (Negotiation Agreement May 1988; Revised May 2007)
- 12
- 13                    3.    Death in Immediate Family
- 14                    The teacher may take a maximum of five (5) days per occurrence of a death in
- 15                    the immediate family under this provision with possible exception agreeable with
- 16                    the Board of Education. Immediate family is defined in Article V Section 2a.
- 17                    4.    Bereavement (Death other than Immediate Family)
- 18                    The teacher may attend the funeral of any person. This leave is limited to three (3) consecutive days.
- 19                    5.    Discretionary Leave
- 20                    The teacher may use a portion of this leave for personal business if the building principal is notified at
- 21                    least two (2) days in advance prior to the day of leave. If more than two (2) consecutive days of leave are
- 22                    used for this purpose, a written explanation must be submitted to the Superintendent for approval.
- 23
- 24                    6.    Maternity/Paternity/Adoption Leave
- 25                    The United States Family and Medical Leave Act shall govern. Up to 8 days (if an MEL
- 26                    member) will be provided at no repayment to the employee to be used first before
- 27                    additional personal and/or MEL leave options. (Negotiation Agreement 1998; 2009; 2023)
- 28
- 29
- 30                    7.    Workers Compensation Leave
- 31                    Whenever an employee is absent from work and is receiving workers compensation benefits
- 32                    due to a work related injury or is receiving district paid disability insurance, the employee
- 33                    may use available paid sick leave to supplement the workers compensation or district paid
- 34                    disability insurance payments. Workers compensation benefits and FMLA benefits provided
- 35                    in a board approved plan shall run concurrently if both are applicable.

1 In no event shall the employee be entitled to a combination of workers compensation benefits,  
2 district paid disability insurance and salary in excess of his / her full salary. Available paid sick  
3 leave may be used for this purpose until 1) available paid sick leave benefits are exhausted; 2)  
4 the employee returns to work; or 3) employment is terminated. Sick leave shall be deducted on  
5 a pro rata amount equal to the percentage of salary paid by the district.

6 8. Mutual Extraordinary Leave (MEL)

7 Additional leave above and beyond all other chargeable leave may be in the best interest of a  
8 teacher and the district. The leave shall be available only to persons who have exhausted all  
9 other chargeable leave, and to whom no other options for leave exist within the negotiated  
10 agreement or Board Policy. This leave shall be restricted to the following highly exceptional  
11 circumstances of the teacher or teacher's immediate family (immediate family as defined in  
12 Article V, Section 2A): 1) life altering disease/illness, 2) catastrophic, life threatening  
13 accident, 3) unavoidable, medical emergency. The term catastrophic implies an emergency  
14 situation of a serious nature. Requests that shall be automatically approved for up to twenty  
15 (20) days (without committee approval) include: 1) cancer diagnosis and/or treatment; 2)  
16 emergency surgery; 3) accident requiring hospitalization; 4) pregnancy complications.  
17 Additional requests will be reviewed by the committee.

18  
19 8a. The Committee

20 A committee comprised of the Executive Board of USD #205 Teachers Association, the Superin-  
21 tendent, the Building Administrator, and a certified staff member from the building involved, shall  
22 jointly approve or disapprove full or partial requests on behalf of a teacher requesting the use of  
23 the mutual extraordinary leave (MEL) pool. The committee shall also have the responsibility of  
24 securing additional donations when the pool is exhausted. It will be also be the responsibility of  
25 the committee to keep record of hours donated, borrowed and repaid to the MEL pool. (Negoti-  
26 ated Agreement, 2002, revised 2004)

27 8b. Establishment of MEL POOL

28 The pool shall be established and maintained by the BTA and days will be collected at the begin-  
29 ning of each school year, prior to September 20. Each person choosing to participate will donate  
30 four (4) hours of leave from current year leave availability which will be matched by the Board of  
31 Education. Participation in MEL pool shall be only for those who have made this contribution. In  
32 the event that the pool is exhausted, teachers will be asked to donate additional hours with the  
33 Board of Education matching all donations. Teachers leaving the district who do not meet the  
34 qualifications for article V, E shall automatically donate unused sick leave days to the pool as an  
35 attempt to further strengthen the pool.

1 A maximum amount of three thousand six hundred (3,600) hours will be collected. When  
2 this cap amount is reached, collection of sick days will cease until the level in the pool  
3 reaches the minimum of twelve hundred (1,200) hours. Collection of hours each year  
4 will be based on the concept of keeping the amount of hours in the pool between the  
5 minimum and maximum. This will ensure an ample supply of MEL hours. In the event  
6 that the cap amount is reached and collection ceases, those who are a part of the pool  
7 will continue to be until it is deemed necessary to resume collection. Teachers new to the  
8 district or those not belonging to the pool who decide to join may do so at the beginning  
9 of the school year as specified.

10 8c. Requests for MEL

11 A written request for MEL days will be submitted to the Building Administrator and BTA  
12 President, as soon as the need for MEL days has been determined, and the commit-  
13 tee will be called to decide if all chargeable leave has been exhausted, if circumstances  
14 support the need for MEL, and if the employee has not exceeded the maximum allotment  
15 of Mutual Extraordinary Leave days. A maximum of three hundred sixty (360) hours  
16 may be allotted to an employee in a year. An MEL request form, personally signed by the  
17 employee's physician, and required documentation must be submitted by the teacher  
18 requesting MEL prior to the committee meeting. In unforeseen circumstances, written  
19 requests and documentation may be completed and submitted by the employee's family  
20 members or other authorized agent. A MEL form must accompany each request submit-  
21 ted. This leave provision may only be used following the last day of chargeable leave for  
22 any individual as determined by the committee, and the approved utilization shall warrant  
23 full pay for the affected teacher at the proportion established by the committee. Requests  
24 made for circumstances affecting the employee or an immediate family member will  
25 be considered by the committee and will receive a response within 15 business days  
26 at to whether the request was accepted or not. In exceptional circumstances, or if the  
27 maximum allotment has been met, the committee may ask for an individual, voluntary  
28 contribution of days that will be in a special fund and not associated with the MEL pool.  
29 These days collected will be designated for a specific full-time staff member who meets  
30 the same criteria listed for the MEL pool. Contribution shall be on a voluntary basis with  
31 contributors from the district signing up with the BTA President.

32 8d. Repayment

33 Upon returning to full-time service, the teacher must repay the pool for half the borrowed  
34 days at a minimum rate of nine (9) hours per year. (Negotiated Agreement, May 1992;  
35 revised August 2009; 2010; 2023) If the teacher elects to pay back more than the mini-  
mum, he/she may do so. Any MEL hours, granted to a teacher, that have not been used  
shall be returned to the pool at the end of the school year. Reimbursement for unused  
sick leave may not be obtained if MEL hours have not been repaid.

1           8e. If a teacher leaves the district prior to repaying MEL hours, all balance due will be retained by  
2           the district, prior to reimbursement of leave to the employee. (Negotiation Agreement, 2003)

3  
4           B. Remuneration for Unused Leave

5           At the beginning of each school year each employee with four hundred five (405)  
6           or more hours of accumulated leave shall be credited with \$810.00 cash value for ninety  
7           (90) hours to be used for remuneration of unused leave. The cash value may be  
8           totally or partially "cashed in" at the end of any contract year according to the  
9           following stipulations.

- 10          1. Each hour of leave used will be charged against the \$810.00 credit at a  
11          rate of \$9.00 per hour.  
12          2. Accumulated leave beyond the ninety (90) hours per year shall not have  
13          a cash value.  
14          3. At the end of the current year, each employee may have the option of receiving the  
15          balance of the cash value (\$810.00 minus amounts charged) in a separate check or of  
16          allowing unused hours to accumulate to a maximum of five hundred seventy-six (576)  
17          hours. Requests to "cash in" accumulated leave must be made to the Board Clerk by June 10.  
18          (Revised May 1989; 2000; 2006; 2010, 2014, 2017)

18          C. Additional Leave

- 19  
20          1. Professional Improvement Leave  
21          A maximum of two (2) days may be used for the teacher's professional improvement.  
22          This leave shall be separate from the ninety (90) hours credited to the teacher and  
23          cannot be combined with those ninety (90) hours of leave time. Professional improve-  
24          ment days may be used for an educational purpose at the discretion of the teacher,  
25          building principal, and PDC. The teacher shall notify the principal at least one week in  
26          advance of his/her absence for a professional improvement day. A brief written state-  
27          ment shall be requested on the results of the professional improvement. Documenta-  
28          tion of the professional improvement will be included as a part of the teacher's PDP.  
29          Additional Professional Improvement Leave days may be used for such purposes and  
30          at such times as approved in advance by the Superintendent. Professional Improve-  
31          ment Leave will not be included for remuneration of leave. (Revised May 2007;2010)

32          Professional Improvement shall be used for the purpose of:

- 33          a. Visitation to view other instructional techniques or programs.  
34          b. Educational conferences, workshops, or seminars conducted by colleges,  
35          universities, KNEA, or the State Department of Education.

1 D. Leave Restrictions  
2 Teachers shall not take leave on the days immediately before or after a board adopted, non-  
3 working day or during the first and last weeks of the school year, except in case of emergency or  
4 circumstances authorized by the Superintendent. No more than two (2) teachers per day per  
5 building may take discretionary leave and/or professional improvement day unless prior approval  
6 has been granted by the principal or arrangement have been made thirty (30) days in advance. All  
7 teachers are expected to be professional with leave days and shall comply with all policies/proce-  
8 dures concerning leave. (Negotiated Agreement, 1978, revised 2003)

9 E. Payment for Unused Leave Upon Leaving USD205  
10 Any teacher with 10 years of in-district service and resigning from the district according to the terms  
11 of this paragraph shall be paid at the rate of \$9.00 per hour for each hour of unused, accumulated  
12 sick leave (maximum of five hundred seventy-six (576) hours). Resignation and request for payment  
13 shall be made on or before May 15 of the current school year and payment will be with the teacher's  
14 June paycheck. (This benefit will be in addition to the benefits provided by paragraph B.)  
15 "Remuneration of Unused Leave" on page 15 of this agreement. (Revised 2006; 2017)

16 VI. TEACHER SUBSTITUTES ARE TO BE HIRED FOR ALL TEACHERS WHO ARE GONE  
17 INCLUDING MUSIC AND BAND.

18 VII. GRIEVANCE (See definition of grievance and grievant, page 4 Item G)

19 A. Purpose: To allow for resolution of problems at the lowest level to the benefit of both teachers and the Board  
20 of Education and to make the Board of Education aware of any concerns of teachers.

21 B. No reprisals of any kind will be taken against the grievant(s), the grievance committee, the Association, or any  
22 other person covered by the negotiated agreement due to the filing of a grievance.

23 C. The President of Bluestem Teachers Association shall appoint a standing grievance committee within 30 days  
24 of the first contract day. The committee shall be chaired by an officer of BTA and composed of one (1) member  
25 from each attendance center. The function of the committee is to make recommendations to the grievant and to  
26 the BTA regarding the viability of a grievance and to ensure the grievant's proper access to and treatment during  
27 the grievance process. The committee will meet with any grievant and, if necessary, schedule meetings for the  
28 grievance to be heard at Steps 3, 4, and 5.

1 D. The Association shall be provided with copies of any and all documentation and recordings related to of-  
2 ficial grievance proceedings where both parties are present.

3  
4 E. Procedures:

5 Step 1: The grievant shall first meet informally with the involved party, followed if necessary by that party's  
6 direct supervisor. The grievant may bring a non-participating staff member to these meetings to serve as a  
7 witness. If satisfaction is not forthcoming within 5 working days from this step, the grievant may request a  
8 meeting with the grievance committee by contacting the President of BTA.

9  
10 Step 2: The grievance committee shall meet with the grievant(s) within 5 working days. The committee shall  
11 review the grievance and advise the grievant. If deemed necessary, the committee shall notify the  
12 Superintendent that a grievance is proceeding to Step 3, and the grievant shall file the grievance in writing.  
13 This notification shall be given in writing within 5 working days after the meeting of the committee.

14 Step 3: The grievant(s), representatives of the grievant(s)'s choice, and the grievance committee shall meet  
15 with the Superintendent within 10 working days after the notification is delivered to the Superintendent.  
16

17 If the Superintendent intends to bring other administrators or representatives to the meeting, the Association  
18 shall be so notified 5 working days before the meeting. All parties shall be notified 5 working days before the  
19 meeting of either side's intent to bring an attorney to the meeting.

20 If no agreement is reached during this meeting, the Superintendent shall issue his recommendations to the  
21 grievant in writing no later than 3 working days after the Step 3 meeting. A copy shall be provided to the  
22 grievance committee and the President of BTA.  
23

24 Step 4: If no agreement is reached at Step 3, the grievant(s) and/or the grievance committee may request,  
25 within 5 working days of receipt of the Superintendent's recommendations, a Step 4 meeting with the Board  
26 of Education in a special session. The Superintendent shall sit with the Board of Education, unless the matter  
27 being discussed is of a personal nature pertaining to the superintendent. This special session shall be held  
28 within 10 working days of the Superintendent's receipt of the request.

29  
30 The grievant(s) may be accompanied by representatives of his/her choice and will be accompanied by the  
31 Grievance Committee or the President of BTA.

32 If the Superintendent intends to bring other administrators or representatives to the meeting, the Association  
33 shall be so notified 5 working days before the meeting.  
34

35 All parties shall be notified 5 working days before the meeting of either side's intent to bring an attorney to the meeting.

1 Step 5: In case the grievant and the Board of Education are unable to agree upon a settlement of the griev-  
2 ance at Step 4, then a neutral person, agreed upon by both parties, may be selected to give an unbiased  
3 opinion. This step may be initiated at the request of the Board of Education, the grievant, or the Association. In  
4 the event the opinion of the neutral person does not resolve the grievance, the Board of Education shall make  
5 a final and binding decision in the matter and inform the teacher in writing. A teacher shall have the right to  
6 respond to the Board of Education decision and such written response shall be retained in the teacher's file.  
7 (Negotiation Agreement 2001; 2006)

8  
9 VIII. BOARD POLICY ENCOURAGES STAFF INVOLVEMENT IN BOARD POLICY REVISIONS.

10  
11 IX. EVALUATION PROCEDURE

12  
13 Evaluation is a cooperative and continuous process. Evaluation is a cooperative process where the  
14 individual being evaluated and those responsible for making the assessment jointly focus upon specific  
15 performance areas. Evaluation is a continuous process, which provides a systematic method for  
16 certified staff members to enhance strengths and address weaknesses with administrative support and  
17 direction toward improved effectiveness in all areas of professional responsibility.

18  
19 Certified personnel in USD No.205 shall be evaluated as follows:

20  
21 Teachers in their first and second year in USD 205 shall be formally evaluated at least once each semester  
22 by no later than the sixtieth (60) school day of each semester.

23  
24 Teachers in their third and fourth years shall be formally evaluated once each year. The evaluation shall be  
25 completed not later than February 15 of each year.

26  
27 After the fourth year of employment, teachers shall be evaluated at least once every three years, and the  
28 evaluation shall be completed not later than February 15 of the evaluation year. (Negotiation 2008)

29  
30 The above statements are intended to reflect minimum standards. Additional evaluation will occur as deemed  
31 necessary by the administration.

32  
33 The building principal is charged with the responsibility of discussing teacher evaluation objectives and proce-  
34 dures with the building staff prior to the beginning or early in the school year.

1 Self evaluation is to be considered an integral and important part of the total evaluation program. Prior to formal  
2 evaluation conferences teachers will thoughtfully and carefully evaluate themselves on the district's adopted  
3 evaluation criteria. This self-evaluation is to serve as a portion of the basis for the formal evaluation conference.  
4 The self-evaluation will become a part of the teacher's file.

5  
6 Goals will be required of all teachers each year.

7  
8 A conference will be scheduled prior to September 15. At this time each teacher will present his/her goals to  
9 the principal, in writing. The teacher and principal will review the goals, devise a means of accomplishing the  
10 goals, determine methods of evaluating progress toward these goals and discuss evaluation process to be  
11 followed during the year. A copy of goals submitted and agreed to by teacher and principal shall be filed and  
12 provided to the superintendent upon request.  
13

14 During the evaluation conference the principal and teacher will discuss progress toward goals and make adjust-  
15 ments that are necessary.  
16

17 During an evaluation year, administrators shall conduct a minimum of three (3) classroom visitations of no less  
18 than twenty (20) minutes prior to each evaluation conference. A summary of observation shall be written and a  
19 copy submitted to the teacher within five (5) teaching days of each observation visit.  
20

21 The evaluation process shall follow the completion of the required observations, with an evaluation  
22 conference scheduled by the administrator. At this time the required self evaluation checklist, administrator's  
23 evaluation checklist and written comments; a written review of the teacher's goals; teacher's documentation  
24 of student achievement and/or teacher documentation of professional growth will be discussed. Copies of all  
25 materials will be placed in the evaluation file, if possible. If copies are not included, a description of the non-  
26 included information will be completed. A teacher response to the evaluation may be completed and added to  
27 the evaluation file within ten (10) teaching days.  
28

29 **PLAN OF IMPROVEMENT:** If a deficiency is documented at any time, it shall be called to the attention of the  
30 teacher. If the deficiency is not addressed, a formal evaluation will be completed.  
31

32 During a formal evaluation process, if a deficiency is documented, a Plan of Improvement may be instituted.  
33 The teacher and principal will cooperatively develop the Plan outlining a specific and reasonable program of  
34 improvement. The Plan will include a time period for expected improvement. Annual formal evaluations will  
35



1 occur during the period of a Plan of Improvement. If implemented, a Plan of Improvement will become a part of  
2 the teacher's evaluation file.

3

4 A Plan of Improvement is not required prior to a decision by the Board to nonrenew or terminate a teacher. The  
5 Board may terminate or nonrenew a teacher during the period of the time a Plan of Improvement is in  
6 place.

7 Each formal evaluation document should be acknowledged by the teacher's signature attesting that the con-  
8 tents were thoroughly reviewed and discussed by principal and teacher. A teacher's signature does not reflect  
9 agreement with contents.

10

11 In addition to the above-referenced formal evaluation components, memos, letters, notes, etc., whether for  
12 commendation or criticism; praise or reprimand shall be filed, along with administrator's summary of action, and  
13 become a part of the documentation involved with the overall evaluation process. A copy of each item  
14 filed must be given to the teacher. The teacher shall be asked to acknowledge receipt thereof and a copy,  
15 along with teacher's acknowledgment, shall be given to the superintendent.

16

17 During conferences the teacher and/or principal may ask for a recess to a time no more than three (3) working  
18 days in the future for the purpose of requesting a third party to sit in on conference as a non-participant.  
19 Principal may request another administrator within the district.

20

21 The teacher shall have the opportunity to write his/her personal comments within five teaching days of a confer-  
22 ence. Both the evaluator and evaluatee must sign all attachments.

23

24 A copy of the formal evaluation and Teacher Documentation Form shall be submitted to the superintendent for  
25 review immediately following conference between principal and teacher.

26

27 In the event that the teacher feels that the evaluation by the principal is inaccurate, unfair, or incomplete, the  
28 teacher may request, in writing, within ten (10) scheduled teaching days following the conference, a review of  
29 his/her evaluation by the superintendent of schools.

30

31 A teacher/administrator checklist will be developed for use with the evaluation document. (Negotiation 2008)

32

33

34

35

1 X. TEACHER DISCIPLINE

2 Any complaints regarding a teacher reflecting concern about a teacher's performance in or out of the  
3 classroom made by any parent, student, or other person that is deemed serious enough to be reduced to  
4 writing and either placed in the teacher's files and/or used in an evaluation, reprimand, or any other  
5 action, shall be promptly called to the teacher's attention and the teacher shall receive a copy of said  
6 complaint. All teachers shall receive a copy of any item placed in their file within two (2) working days.  
7 Any written response shall be attached to any retained written record of complaint.  
8 (Negotiation Agreement 2001)

9  
10 No written reprimands or other written correspondences of a professional nature shall be delivered to a  
11 teacher via e-mail.

12 The district shall maintain teacher's files securely and limit access to authorized administrators, the BOE  
13 attorney or the BOE, meeting as a governing body, in executive session. The employee will be notified, as  
14 soon as possible, of any examination of the employee file. Unless otherwise allowed by law, a request by a  
15 third party for release of any personnel record shall require the written consent of the employees, and shall  
16 be submitted to the records custodian who shall respond to the request as the law allows (per BOE Policy-  
17 GAK).

18  
19 Any teacher who receives a verbal or written reprimand, warning, or notice of any other disciplinary  
20 action shall have the right to a conference with the administrator and a representative of the teacher's  
21 choice. The request for such a conference must be made in writing within ten (10) working days of  
22 receipt of the reprimand, warning or notice; the conference shall be scheduled within ten (10) working  
23 days of the request. (Negotiation Agreement May 1992)

24  
25 XI. MINUTES OF MEETINGS

26  
27 Highlights of the Bluestem USD 205 Board of Education meetings will be distributed to district  
28 employees, within 3 working days of the meeting. Formal minutes of the Board of Education meeting will  
29 be provided to the President of the Association, in the Board of Education packet, prior to the next  
30 regularly scheduled Board of Education meeting. (Tentative Agreement April 4, 2001)

31  
32 XII. SALE OF ARTICLES

33 Any sales of surplus items, by the district, will be posted in each building prior to public notification,  
34 whenever possible. Printed notification may be requested through the Clerk of the Board of Education.  
35 (Revised, April 4, 2001, Tentative Agreement, April 11, 2001)

1 XIII. FRINGE BENEFITS

2  
3 A. Provisions of COBRA are applicable to this contract.  
4 (Negotiation Agreement May 1987)

5  
6 B. A Salary Reduction Fringe Benefit Plan (Section 125) shall be established in a maximum  
7 amount necessary to cover all applicable benefits. This plan (Section 125) shall include:  
8 Health Insurance (family) Life Insurance  
9 Dental Insurance (family) Dependent Life Insurance  
10 Cancer Insurance Cash  
11 Salary Protection

12 The company or companies shall be approved by the Board of Education. No company  
13 shall be considered without ten (10) contracts pending. (Negotiation Agreement May 1988)

14 The employee shall determine the monthly amount to payroll deduct in each category of  
15 eligible benefit. All current and future IRS regulations related to the administration of this  
16 agreement shall apply, i.e.,

- 17 1) Employee may draw up to the full year's contribution for IRS approved medical  
18 reimbursement items from the first day of the contract.
- 19 2) Any unused monies at the expiration of the Section 125 plan year will revert  
20 back to the USD #205 General Fund.

21 A list of current expenses eligible to be included for reimbursement shall be made available to  
22 each employee. All reasonable and necessary fees charged to the district for the administration  
23 of the medical reimbursement and day care reimbursement provisions of this agreement shall be  
24 assessed to the individual contracts that are affected. All Section 125 salary reduction benefits  
25 may be taken as salary deduction programs at the individual teacher's discretion.

26 (Negotiation Agreement, May 1992)

27  
28 The Board shall pay on behalf of teachers a maximum of 50% match a month ( 600 per year) towards  
29 a district sponsored 403b retirement account. ( Negotiation Agreement 2023)

30  
31 The Board shall pay on behalf of teachers a minimum of \$391 per month (\$4,692 per year) for  
32 the lowest cost employee only district group health insurance plan. The employee will pay a  
33 maximum of \$15 out of pocket per month for the lowest cost employee only district group health  
34 insurance plan. Part-time employees shall receive a proportion of this benefit prorated to the  
35 amount of contract time. For the purpose of this clause, 190 days at 1.0 FTE will be considered full  
time. Staff members must declare by September 1, or at the time of initial employment, that they  
intend to take advantage of this benefit. (Negotiation Agreement May 1994; Revised May,  
2000, 2001, 2007, 2008, 2013, 2014, 2015, 2021)

1 C. Retiree Health Insurance

2 (Option 1) Upon completing 10 or more years of service in USD 205, retired employees and their  
3 dependents shall be entitled to continued coverage under the District-sponsored group health  
4 insurance program, provided the retired employee makes written application with the Clerk of the  
5 Board of Education for continued coverage within 30 days following the retirement of the employee.  
6 The retired employee must participated in the District group health insurance plan immediately prior  
7 to his or her retirement to be eligible for retiree coverage. Retired employees electing continued  
8 coverage shall be required to make the monthly premium payment for such continued coverage  
9 in advance of the due date of the premium to the carrier. The premium amount will be determined  
10 by the carrier. Such payment shall be made to the Board of Education or directly to the insurance  
11 carrier, as may be determined by the Board. The coverage under the group healthcare benefits will  
12 cease at such time as (1) the retired employee attains the age of 65 years of age, (2) the retired  
13 employee fails to make the required premium payments on a timely basis, or (3) the retired  
14 employee becomes covered or is eligible to be covered under a group plan of another employer.

15 Extended periods of participation may be allowed according to rights provided according to COBRA.  
16

17  
18 (Option 2) Upon meeting the following conditions, USD 205 Bluestem will continue to carry and pay for  
19 single District-sponsored group health insurance for the retiree until the retiree becomes eligible for  
20 Medicare coverage. The conditions for continued coverage are:

- 21 1. The potential retiree must have been employed by Bluestem USD 205 for at least 10 years.
- 22 2. The potential retiree must be KPERS retirement eligible and then benefits shall be payable until  
23 the retiree becomes eligible for Medicare, whichever shall first occur.
- 24 3. The potential retiree must have continuous enrollment in the USD 205 group health insurance  
25 program during the last year of employment.
- 26 4. The potential retiree must notify the Board of Education by May 10 of the year they wish to retire.

27  
28 Any part-time employees meeting the above requirements will receive the Retiree Health Insurance  
29 benefit on a pro-rated basis equivalent to the actual pro-ration of contract to full-time equivalency.

30  
31 The Board retains the right to terminate this benefit (option 2) upon written notice to teachers on or  
32 before March 1 of any school year. Teachers who have submitted notice to retire or have utilized the  
33 benefits of this section prior to March 1 will continue to receive the benefits as provided in this par  
34 graph. (Negotiation May 2007, June 2020)

35

1 XIV. SITE-BASED/SHARED DECISION-MAKING

2 Each building shall establish a Faculty Committee to assist in establishing building-level policies and  
3 procedures. The members of the committee will include the Building Principal and other representatives  
4 selected by the building staff, although all certified and classified staff members may attend scheduled  
5 meetings.

6 The Building Committee shall meet monthly or on a regularly-scheduled basis. Agenda items to be consid-  
7 ered by the committee may be submitted by any certified or classified staff member.  
8

9 The Building Committee shall provide input in the formulation of procedures regarding such things as  
10 building budgets, building and grounds, rules and regulations, assemblies, building-level and floating staff  
11 development, parent-teacher conferences and act in an advisory capacity to the principal on any other is-  
12 sues which may come before it.  
13

14 The BTA will have a right to have input on staff development days.  
15

16 A district leadership committee shall be established which will consist of the superintendent and repre-  
17 sentatives from each attendance center who wish to attend. All certified and classified staff members may  
18 attend meetings. The committee will meet as necessary throughout the school year.  
19

20 The committee shall act in an advisory capacity to the superintendent and the Board of Education. Agenda  
21 items may be submitted from any certified or classified staff, any building level committee, or any building  
22 administrator.  
23

24 The committee shall be responsible for making recommendations on matters with district wide concerns.  
25 (Revised Negotiation Agreement, 2003) (Negotiated Agreement, May 1992; revised 2001; revised 2002;  
26 revised 2003)  
27  
28  
29  
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1 XV. PROFESSIONAL DEVELOPMENT COUNCIL(PDC)

2 A. Method of choosing committee members and chairman.

3 1. The PDC shall be established/governed in accordance with State Board regulations. The  
4 teachers shall appoint the teacher members to the PDC. The chairperson shall be elected  
annually by the membership of the PDC.

5 2. Members of the building-level and district-level PDC shall receive \$1000.00 per year for attend-  
6 ing all meetings of the PDC and approved committee meetings of the PDC. The maximum for  
7 these meetings being five people and a minimum of three (each building chair and the PDC chair  
8 person) and no more than ten meetings no less than three meetings per year. The chairperson  
shall receive an additional \$1,000 (total \$2000) per year.

9 B. Each teacher shall be allowed to revise his/her Professional Development Plan (PDP) as necessary  
10 to meet the professional development needs of the teacher.

11 C. The district level PDC shall ensure that points are awarded equitably and in accordance with State  
12 Board regulations.

13 D. No limitations shall be placed on the number of points earned at any level. Approval of points shall not  
14 be unreasonably withheld.

15 E. Any dispute around said denial shall be subject to the grievance procedure.

16 F. Required documentation shall be reasonable and necessary.

17

18 G. Use of PDC points for movement on the salary schedule.

19 1. For purposes of the salary schedule placement or advancement, twenty (20) professional  
20 development points equal one (1) college hour.

21 2. Each teacher shall file with the superintendent a copy of all official college and inservice educa-  
22 tion transcripts. The official transcripts on record in the office of the superintendent shall be the  
23 basis for salary schedule placement.

24 3. Advancement vertically on the salary schedule shall be given the first contract day of each  
25 school year.

26 4. Teachers shall progress across the salary schedule when the hours and points completed reach  
27 the minimum for that column. One-fourth of the requirements for column movement may be met  
28 with PDC points. One (1) semester hour of college credit shall be equal to twenty (20) professional  
29 development points. Points shall be awarded in accordance with KAR 91-1-218. All points awarded  
30 by the PDC will be allowed for salary schedule movement. Only points earned after June 30, 2003  
31 may be used for this purpose.

32

33 H. Training of all staff in the operation of the PDC, including the process for earning points, advanced  
34 levels of professional learning, appeal process, and renewal of licenses shall occur as needed. Orienta-  
35 tion of new staff shall occur within 30 calendar days of the first duty day. All PDC members shall receive

1 annual training. Professional leave and related costs for the training shall be borne by the Board.

2 I. As stated by the State Board of Education one (1) semester hour of college credit is equal totwenty  
3 (20) PDC points for professional development education one (1) clock hour equals one (1) PDC point.  
4

5 J. Adequate clerical assistance shall be provided by the Board.  
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## **APPENDIX A -- Supplemental Contract Job Description**

### **• BLUESTEM HIGH SCHOOL ACTIVITIES**

#### **Football, Volleyball, Cross Country, Basketball, Wrestling, Track, Softball, Baseball, and Golf**

Duties and responsibilities associated with these sports are as outlined in the Bluestem Coaches' Handbook.

#### **CHEERLEADER SPONSOR**

- A. Supervise cheerleaders at:
  - regularly scheduled practices
  - summer camp and practices
  - home and away games.
- B. Organize:
  - pep assemblies
  - fund-raising activities
  - tryouts
  - selection and purchase of uniforms
  - details associated with summer camp
  - attendance at summer camp.

#### **CONCESSION SUPERVISOR**

- A. To coordinate the safe, sanitary and fiscally independent operation of concessions at all home activity events at multiple concessions locations. The coordinator will schedule groups to operate the concession stands, purchase and inventory all product, establish pricing that will provide for a reasonable profit margin to pay for new equipment, audit and document the operation of each concession operation and provide a report of the fiscal standing of concessions operations at the end of each season (fall, winter and spring).

#### **SENIOR CLASS SPONSOR:**

- A. Supervise and organize fund raising activities as needed.
- B. Contact senior supplies company (i.e. shirts, memory books, invitations, etc.)
  - collect monies
  - make deliveries.
- C. Supervise graduation - to include but not limited to the following:
  - planning
  - decorations
  - speaker
  - practice
  - programs.

#### **JUNIOR CLASS SPONSOR:**

- A. Organize and supervise:
  - fund-raising activities and keep records
  - prom planning
  - supply orders
  - decorating for and clean-up of prom
  - meetings as needed.
- B. Set up budget for Junior-Senior Prom.

#### **SOPHOMORE CLASS SPONSOR:**

- A. Supervise:
  - fund raising activities to the amount of 1/3 of proposed prom budget plus any other funds needed as designated by the class.
  - class meetings



**FRESHMEN CLASS SPONSOR:**

- A. Set proposed budget for prom and set fund raising goals for 3 years.
- B. Supervise:
  - fund raising activities to the amount of 1/3 of proposed prom budget plus any other funds needed as designated by the class.
  - class meetings

APPENDIX A -- Supplemental Contract Job Description, continued

**• BLUESTEM HIGH SCHOOL ACTIVITIES**

**PLAY DIRECTOR(S):**

Organize, supervise, and direct one fall play and one spring play per year.

**STUDENT COUNCIL:**

- A. Organize and supervise:
  - scheduled regular meetings
  - BHS Student Council activities
- B. Plan and sponsor
  - events, promotions, contests, fund-raisers, and revenue generating activities/duties.
- C. Communicate with student body and administration.
- D. Manage financial accounts and oversee distribution of funds with administrative supervision.

**LIONETTES:**

- A. Supervise/Plan:
  - regularly scheduled practices
  - summer practices and/or camp
  - performances and routines
  - squad conduct
- B. Organize:
  - tryouts
  - fundraising activities
  - uniform selection and orders

**FCCLA:**

- A. Organize and supervise:
  - group and committee meetings as scheduled
  - preparation for District, State meetings
  - fundraising activities and membership drive as needed
  - preparation for and implementation of activities during National FCCLA Week
  - election of officers
- B. Accompany membership to District and State meetings.

**SCHOLARS BOWL:**

- C. Prepare:
  - Complete First Aid and district driver's training
  - attend coaches' training
  - questions and submit for Regional Meet
- B. Supervise:
  - weekly practices (from September to March)
  - recruitment and screening of students to participate on squad
  - students at meets
  - schedule of students for JV and Varsity meets
  - progress toward lettering qualifications and presentation of awards
- C. Host one meet at BHS:
  - plan size and format
  - prepare and order questions
  - contact participating schools and students
  - recruit and train helpers for meet

• **BLUESTEM MIDDLE SCHOOL ACTIVITIES**

**Football, Volleyball, Cross Country, Basketball, Wrestling, and Track**

Duties and responsibilities associated with these sports are as outlined in the Bluestem Coaches' Handbook.

**EIGHTH GRADE CLASS SPONSOR:**

- A. Supervise and organize fund-raising activities to defray cost of promotion and other activities.
- B. Supervise and organize promotion planning.

**CHEERLEADER SPONSOR:**

- A. Supervise cheerleaders at:
  - regularly scheduled practices
  - home games and designated road games
  - tryouts or team organization.
- B. Organize:
  - pep assemblies
  - distribution of uniforms
  - inventory of all uniforms and equipment.

**BMS STUDENT COUNCIL:**

- A. Organize and supervise:
  - regularly scheduled meetings
  - BMS Student Council activities
- B. Plan and sponsor
  - events
  - promotions
  - contests
  - fund-raisers.
- C. Communicate with student body and administration.
- D. Manage financial accounts and oversee distribution of funds with administrative supervision.

**SCHOLARS BOWL:**

- A. Supervise:
  - regularly scheduled meetings (from January through March)
- B. Host meet(s):
  - invitationals
  - CPL meets (on host years)
- C. Prepare:
  - materials/questions to be used at meets
  - materials/questions for practices

**MATH RELAYS:**

- A. Prepare:
  - qualification quizzes for team
  - materials for practices
  - tests/materials for competition
- B. Supervise:
  - math relay practices
  - students at math relay competition and award ceremony
- C. Host league meet (on host year):
  - plan format and meeting space
  - prepare and organize questions
  - contact participating schools and students
  - recruit and train helpers for meet

## **APPENDIX B**

### **SCIENCE FAIR:**

- A. Prepare:
  - activities for team
  - gather materials for practices
  - make tests/materials for competition
- B. Supervise:
  - science fair practices
  - students at competition
- C. Host league meet (on host year):
  - plan format and meeting space
  - prepare and organize questions
  - contact participating schools and students
  - recruit and train helpers for meet

### **BEL Honor Choir:**

- A. Directs after school:
  - grades 4-6
  - minimum of two (2) rehearsals a week (September-April)
  - minimum of two (2) performances/concerts or other appearances requested and/or approved by the administration

### **BEL Art Club:**

- A. Directs after school:
  - grades 4-6
  - minimum of two (2) classes a week (September-April)
  - minimum of two (2) exhibits/presentations or other exhibits/presentations requested and/or approved by the administration

## **REDUCTION IN FORCE (RIF)**

### **Section 1: Selection**

"No certified employee shall be discharged or non-renewed pursuant to a necessary reduction in personnel unless there is a substantial decrease in the revenues of the district, a decrease in the number of pupils enrolled in an instructional program, elimination of an instructional program, or other causes over which the Board of Education has no control." The administration, subject to Board approval, shall determine from which group(s) of employees the reduction can most reasonably be made. Within the specified group, teachers shall be selected for non-renewal in the following order:

1. Attrition and/or early retirement incentives
2. Non-tenured staff
3. Other considerations
  - a. Certification related to district needs
  - b. Overall involvement and contribution to the district (supplemental assignments, support of building activities, and professional orientation).
  - c. Administrative evaluation.
  - d. Length of service with the district.

### **Section II: Notice**

The administration shall provide notice to any employee who is to be recommended for non-renewal, due to RIF, in writing, no later than May 1 preceding each school year. Such notice shall include:

1. The basis of the initial decision for teaching staff reduction.
2. The reason(s) for the selection of the individual teacher.
3. Notice to the individual teacher of an opportunity to respond.
4. Notification of any and all statutory rights.

### **Section III: Right of notice of future vacancies**

For a period of two years after the effective date of non-renewal (last day of school during year of non-renewal) the Board of Education shall notify the employee affected by the RIF of vacancies as they may occur within the district. It shall be the non-renewed employees obligation to inform and update the Superintendent of current residence.

### **Section IV: Options**

The Board shall allow teachers non-renewed due to a reduction in force two days of leave in order to seek other employment.

(Negotiations Agreement, 1995; Revised May, 2000)