

USD 225  
FOWLER PUBLIC SCHOOLS

2022-2023  
NEGOTIATED AGREEMENT

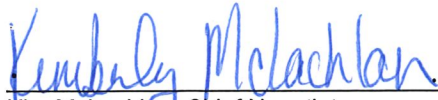


USD 225 BOARD OF EDUCATION  
&  
FOWLER TEACHERS' ASSOCIATION

Approved by the USD 225 Board of Education on July 14<sup>th</sup>, 2022.

**Statement of Ratification**

The attached negotiated agreement, resulting from professional negotiations between Fowler Teachers Association and the Board of Education of Unified School District 225, for the 2022-2023 school year, is hereby approved by the undersigned.



Kim McLachlan, Chief Negotiator  
Fowler Teachers Association



TJ Milford, Board President  
USD 225

**Fowler Teachers Association Team**

Kim McLachlan  
Debbie Wise

**Board Negotiations Committee**

Kimberly Copenhaver  
Fred Boyd

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## **ARTICLE I DEFINITIONS**

**ADMINISTRATION:** Any employee so designated by the Board of Education as employed in an administrative capacity.

**ASSOCIATION:** The Fowler Teachers Association, affiliated with the Kansas National Education Association and the National Education Association.

**BOARD:** The Board of Education of Unified School District 225, Fowler, Kansas.

**SUPERINTENDENT:** Superintendent of Schools of Unified School District 225.

**DISTRICT:** Unified School District 225

**DAYS:** Except when otherwise indicated, days shall mean calendar days.

**EMPLOYEE:** The terms "employee" and "teacher" may be used interchangeably but shall mean the same.

**TEACHER:** All "professional employees" (except administration) employed in a position requiring certificate issued by the State Board of Education.

**KNEA:** Kansas National Education Association

**NEA:** National Education Association

**FTA:** Fowler Teachers Association

## **ARTICLE II GENERAL PROVISIONS**

### **Section A – Recognition Clause**

Pursuant to the Professional Negotiations Act (PNA), K.S.A. 72-2218 et seq., the Fowler Teachers Association has been duly recognized as the exclusive representative of the Unified School District No. 225 Board of Education's (Board or District) professional employees' bargaining unit.

The bargaining unit shall be defined as those employees of the Board in positions which require a certificate issued by the State Board of Education but shall not mean an administrative employee.

### **Section B – Saving Clause**

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

### **Section C – Ratified Agreement Distribution**

Once the agreement has been ratified by both parties, it will be typed in final form by the Board. Both parties will proofread the final typed copy and will attest to its accuracy by signature of the appropriate representatives for both parties.

An electronic copy will be posted on the district's website and a printed copy will be provided to staff members upon request.

### **Section D – Duration of Agreement**

After ratification by the Board and the Fowler Teachers Association, the terms of this agreement shall be in effect from July 1, 2022, through June 30, 2023.

## ARTICLE III SALARIES AND WAGES

### Section A – Salary Schedule

The base salary will be \$40,000. All teachers shall be allowed movement for steps and columns as applicable.

#### a.) Salary Enhancement

1. All undergraduate and graduate hours must relate to education, or a specific teaching field, to count towards salary enhancement.
2. Professional Development Council (PDC) points may be used for column movement. Twenty PDC points are equivalent to 1 college credit hour. Highest movement would be BA+45 column until master's degree is earned. Once a master's degree is earned then teachers can continue to use both college credit and PDC points for column movement.

#### b.) Salary Enhancement Request Form

1. A Salary Enhancement Request Form must be submitted to the board clerk by May 1st to assist the board in budget planning for the next year.
2. All supporting documentation (official transcripts, etc.) regarding the Salary Enhancement Request must be filed with the board clerk by September 1<sup>st</sup> for the salary enhancement to take place.

#### c.) Amount of Experience Accepted

1. A maximum of 12 years of experience may be brought into the district.

### Section B – Supplemental Salary Schedule

Supplemental Salaries are figured on a percentage of the base salary on the Certified Salary Schedule. The Board of Education reserves the right to not fill positions, reduce the number of positions, or combine positions filled based on financial availability of funds.

### Section C – Fringe Benefit

The board will provide the following fringe insurance benefits:

#### a.) Health Insurance

The board will pay up to \$550 monthly towards the district purchased health insurance plan. This is a "take it or lose it" benefit.

#### b.) Life Insurance

The board will pay the cost of a term life insurance policy in the minimum amount of \$10,000.

### Section D – Payroll Deduction

The board will withhold, without cost to the employee, dues for NEA, KNEA, and KPAC from the salary of any employee who requests such withholdings. Dues shall be withheld upon request, in approximately 9 equal monthly installments beginning with the September pay date.



## **ARTICLE IV HOURS AND AMOUNT OF WORK**

### **Section A – Length of Contract**

The teacher contract is for 160 days, following the approved district calendar.

### **Section B – Length of Contract Day and Calendar**

The contract day will begin at 7:30am and end at 4:15pm as determined by administration.

Professional employees will adhere to the approved school calendar for required days.

### **Section C – Lunch**

Teachers will be provided no less than a 25-minute lunch. Teachers that eat breakfast and/or lunch with students will receive their meal for free.

- Teachers may be required to monitor lunch at least once a week at the discretion of administration.

### **Section D – Guaranteed Plan Time**

An elementary teacher's duty day will include a planning time equivalent to a minimum of 60 minutes per day during an instructional week. A secondary teacher's duty day will include a minimum of 216 minutes within the scheduled duty week.

- When a teacher covers another class during their designated plan time, the teacher will be paid a rate of \$16.00 per hour.
- A signed time sheet is to be submitted to the board clerk no later than one week after coverage. Compensation will be made at the next scheduled pay period.

### **Section E – Certification**

- All professional employees must hold a license issued by the Kansas State Board of Education qualifying them for the position they hold.
- A salary WILL NOT be allowed for persons whose license is not current or in the process of renewal by the due date.
- It is the responsibility of the professional employee to see that the license is renewed by the due date.
- A copy of the current license is to be on file with the district office and registered with the Superintendent prior to August 1<sup>st</sup>.
- A copy of an up-to-date transcript is to be on file with the district office when college hours are obtained.
- Professional employees may be required to have a TB test given by the health department.

### **Waivers:**

Waivers, including emergency substitute, are approved on an annual basis, and compensated accordingly. The district will not accept a waiver without an approved application by the state prior to BOE consideration. A waiver will not be extended past two years.

An application for a Kansas license and a passing score on any required exam(s) will be necessary for further consideration of employment.

### **Transition to Teach:**

Individuals that are designated "Transition to Teach" must provide documentation demonstrating enrollment in an accredited education program and progression within a Program of Study. See Article VI Tuition Reimbursement-Section B for more details.

## **ARTICLE V LEAVE**

### **Section A – Universal Leave**

- Teachers will be granted 10 days of universal leave each year.
- Leave lasting longer than two consecutive contract days, at one time, will need Superintendent approval.
- Leave is prorated for a teacher not employed for the entire year.
- Universal leave days may be sold back to the district for \$100 per day at the end of the school year. A signed form is required.
- Days carried over into the next school year will be considered sick days, not universal leave days, and not eligible for buy back at the end of the year- except for \$25 per day upon retirement, disability, or death.
- Sick days may be used for absences of the teacher's own illness, or illness of immediate family. Illness encompasses physical, mental, or emotional health.
- Sick days can accumulate up to 60 days.
- Universal days must be used before the use of carried over sick days.
- Upon retirement, disability or death, employees will be paid for unused sick days at a rate of \$25 per day.

### **Section C – Bereavement Leave**

The board will grant up to three (3) days of bereavement. Bereavement leave defined as death of immediate family, parents, child, spouse.

### **Section D - Maternity or Adoption Leave**

Such leave may be granted not to extend beyond the end of the current school year. If the employee is eligible for such leave under the Family Medical Leave Act, any maternity or adoptive leave will be granted under the provisions of the Family Medical Leave Act. Universal days are to be used before sick days.

### **Section E - Donated leave –**

Criteria for use of donated leave:(voluntary basis only and non-negotiable).

- Only accessible for an unexpected medical, physical, or mental emergency.
- All universal and carried over sick leave days must be exhausted prior to the request for donated leave.
- Licensed staff may donate a number of leave days not to exceed two days.
- Donated leave cannot be retracted.
- A request is to be submitted in writing to the Superintendent
- Donated requests cannot exceed four days per year.
- The superintendent will make the final decision on requests submitted.
- A request can be denied.
- A maximum number of requests per year is one.
- Donated leave days are only accessible if available.
- Requests are confidential.



## **ARTICLE VI TUITION REIMBURSEMENT**

### **Section A – Tuition Reimbursement Procedure**

A Tuition Reimbursement Request Form must be submitted to the superintendent prior to enrollment of courses. Hours must be in an education field or specific teaching field AND pre-approved by the Superintendent. Licensed teachers will be reimbursed for courses taken at a rate of \$200 per graduate hour and \$100 per undergraduate hour.

Tuition expenses will be reimbursed at the rate above for courses with a grade of C or higher. Reimbursement for courses taken within the contract year will be made only after a contract has been signed for the following school year. This payment will be made within the first semester of the new contract.

### **Section B – Transition to Teach Plan of Study**

Any teacher in a Transition to Teach program must file a Plan of Study with the superintendent and provide documentation of enrollment, and adequate progress, within said program. Adequate progress is defined as taking 1 class per semester with a grade of C or higher, OR completing the courses listed on the Plan of Study filed with the district with a grade of C or higher.

## **ARTICLE VII RESIGNATIONS AND NON-RENEWAL**

### **Section A – Resignations**

All teacher contracts of employment will continue with board approval for the next school year unless:

- Notice of intent to terminate the contract is served by the board on, or before, the third (3<sup>rd</sup>) Friday of May; or
- Notice of intent not to return, on or before, the end of the school year in May by the teacher; or
- Resignation without penalty within fourteen days after the nonrenewal deadline (3<sup>rd</sup> Friday of May).

The terms of the contract may be changed at any time by mutual consent of the teacher and the Board of Education (BOE). All contracts shall be binding on both the teacher and the BOE until the teacher has been legally discharged or released by the BOE from his/her contract.

- A teacher may be assessed a fine in the amount of \$1500 for breaking a contract after the non- renewal deadline through June 30<sup>th</sup> and \$3,000 after July 1.

### **Section B – Fair Dismissal**

Upon notice of intent to terminate a contract by the board, the teacher may use the following procedure regarding fair dismissal:

Step One: A teacher may request a meeting with the board of education by filing a written request. The meeting request may also include a request for copies of any documentation to be reviewed at such meeting.

Step Two: A written request, submitted to the Clerk of the Board, must be received within 10 business days following the notification of non- renewal.

Step Three: The Board of Education will hold a special meeting within 15 days of the teacher's notification of request.

Step Four: During this meeting, the Board of Education will be in review of documents relating to the dismissal. Each party may include representation.

Step Five: The Board of Education will make a final decision within 10 days following the special meeting.

### **Complaints-Grievance**

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy, or decision that affects the employee.

Step One: The complaint shall be in writing, filed within ten (10) days following the event complained of, and shall specify the basis of the complaint.

Step Two: The supervisor shall meet with the employee and provide a written response within ten (10) days.

Step Three: If the employee disagrees with the decision, the employee may appeal to the Superintendent.

Step Four: The superintendent shall meet with the employee and provide a written response within ten (10) days.

Step five: The employee may appeal to the Board of Education if they disagree with the decision of the Superintendent. The decision of the Board of Education shall be final.



**APPENDIX  
2022-2023  
Certified Salary Schedule**

Year	BS	BS+15	BS+30	BS+45	MS	MS+15	MS+30
0	40000	40575	41150	41725	42300	42875	43450
1	40575	41150	41725	42300	42875	43450	44025
2	41150	41725	42300	42875	43450	44025	44600
3	41725	42300	42875	43450	44025	44600	45175
4	42300	42875	43450	44025	44600	45175	45750
5	42875	43450	44025	44600	45175	45750	46325
6	43450	44025	44600	45175	45750	46325	46900
7	44025	44600	45175	45750	46325	46900	47475
8	44600	45175	45750	46325	46900	47475	48050
9	45175	45750	46325	46900	47475	48050	48625
10	45750	46325	46900	47475	48050	48625	49200
11	46325	46900	47475	48050	48625	49200	49775
12	46900	47475	48050	48625	49200	49775	50350
13		48050	48625	49200	49775	50350	50925
14		48625	49200	49775	50350	50925	51500
15		49200	49775	50350	50925	51500	52075
16			50350	50925	51500	52075	52650
17			50925	51500	52075	52650	53225
18			51500	52075	52650	53225	53800
19				52650	53225	53800	54375
20				53225	53800	54375	54950
21				53800	54375	54950	55525
22				54375	54950	55525	56100
23				54950	55525	56100	56675
24				55525	56100	56675	57250
25				56100	56675	57250	57825
26					57250	57825	58400
27					57825	58400	58975
28					58400	58975	59550
29						59550	60125
30						60125	60700

**Note:** Beginning in the 2023-2024 academic year, teachers who are at the bottom of their respective column and have taught in the district for at least 5 years will receive a longevity stipend as follows: 5-9 years, \$500 stipend, years 10+, \$1,000 stipend. This stipend will be based on the financial availability of funding

Approved by the USD 225 Board of Education on July 14<sup>th</sup>, 2022.

Supplemental Salaries are figured on a percentage of the base salary on the Certified Salary Schedule. The Board of Education reserves the right to not fill positions, reduce the number of positions, or combine positions filled based on financial availability of funds.

### Supplemental Salary Schedule

Position	Percentage
<b>Sports</b>	
HS Head Coach	12%
HS Assistant Coach	8%
JH Head Coach	6%
JH Assistant Coach	4%
<b>Clubs/Activities</b>	
Activities Director	12%
Debate/Forensics	5%
HS Scholar's Bowl	5%
JH Scholar's Bowl	4%
NHS	2%
Powerlifting	6%
Student Council	4%
FFA	12%
Pep Band	5%
Play/Musical	4%
Sr. Class Sponsor	4%
Jr. Class Sponsor	4%
Elementary Testing Coordinator/ESOL	2%
New Teacher Mentor	\$250/per teacher

Salary Advancement/Enhancement Request Form  
Due by May 1

Approved by the USD 225 Board of Education on July 14<sup>th</sup>, 2022.

\_\_\_\_\_  
Employee's Name (please print)

☐ Please check if you want an official PDC transcript submitted to the board clerk to support this enhancement request. PDC Points \_\_\_\_\_ divided by 20 = \_\_\_\_\_ equivalent

☐ Check here and list colleges attended to support this enhancement request:

College: \_\_\_\_\_ # hrs: \_\_\_\_\_

College: \_\_\_\_\_ # hrs: \_\_\_\_\_

**It is the employee's responsibility to contact the college and make sure transcripts arrive by the deadline**

**Select your current placement and your requested placement.**

Current Placement			Requested Placement
Bachelor's	<input type="checkbox"/>	→	<input type="checkbox"/>
Bachelor's +15	<input type="checkbox"/>	→	<input type="checkbox"/>
Bachelor's +30	<input type="checkbox"/>	→	<input type="checkbox"/>
Bachelor's +45	<input type="checkbox"/>	→	<input type="checkbox"/>
Master's	<input type="checkbox"/>	→	<input type="checkbox"/>
Master's +15	<input type="checkbox"/>	→	<input type="checkbox"/>
Master's +30	<input type="checkbox"/>	→	<input type="checkbox"/>

Deadline for transcripts – September 1<sup>st</sup>

\_\_\_\_\_  
This is to declare my intention to complete the required number of in-service training points and or college hours by the applicable deadline to qualify for salary enhancement as approved by the Board of Education. I understand that failure to complete the requirements and to provide official transcripts by the respective classified/certified deadline will disqualify me from salary enhancement for the fiscal year.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Approved by the USD 225 Board of Education on July 14<sup>th</sup>, 2022.



Transition to Teach Plan of Study

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

College or University: \_\_\_\_\_

Program of Study: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Fall _____	
Course Title	Hours
Total Hours	

Spring _____	
Course Title	Hours
Total Hours	

Summer _____	
Course Title	Hours
Total Hours	