

# **Certified Staff Negotiated Agreement**

for

## **Rawlins County USD #105**

of

Atwood and Herndon  
Rawlins County, Kansas

### **2021-2022**

The following is the negotiated agreement between the Board of Education, USD #105, and the teacher association here in referred to as Rawlins County K-NEA. This agreement becomes effective June 21, 2021.

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## **ARTICLE I: GENERAL PROVISIONS**

### **I-A: Savings Clause**

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

### **I-B: Recognition Clause**

The District Board of Education officially recognizes the Rawlins County Teachers' Association (aka Rawlins County K-NEA) for the purpose of professional negotiations under KSA 72-5413 et. seq. as the exclusive representative for the teachers' unit of the professional employees.

The bargaining unit shall be defined as those employees of the district in positions which require a certificate (license) issued by the State Department of Education but shall not mean any such person who is an administrative employee.

## **ARTICLE II: ASSOCIATION RIGHTS**

The Rawlins County Teachers' Association shall be permitted to use the buildings for association activities prior to 7:45 a.m. and/or after 4:00 p.m. With prior approval from the building administrator or superintendent, the association shall have access to school equipment when it is not being used for other school business.

## **ARTICLE III: DISTRIBUTION OF AGREEMENT** Changed 8-15-16

The final negotiated agreement will be posted on the USD 105 website [www.usd105.org](http://www.usd105.org). A hardcopy of the negotiated agreement will be given to all new certified employees.

## **ARTICLE IV: POLICIES** Changed 8-15-16

### **IV-A Written Board Policy - Policy Handbook**

The Board shall maintain accurate and up-to-date policies. Terms and conditions of professional service are negotiable and will be placed under the appropriate titles in the Written Board Policy.

The USD #105 Policy Handbook will be available on the school website ([www.usd105.org](http://www.usd105.org)) prior to the start of the first contracted day for certified staff. Rawlins County K-NEA will appoint a committee to assist in recommending policy revisions and will share the responsibility to see that this committee meets. The superintendent is to take the initiative to organize the date and time of the meetings. Final recommendations from this committee will be due before the third Monday in June of each year.

## **ARTICLE V: CURRICULUM** Changed 5-22-19

Standing committees for different areas in KESA and curriculum will be mutually appointed by the staff and the administration.

Teachers will be compensated at a rate of \$10.00 per hour for KESA and curriculum work completed outside the regular school or in-service day. The approved documentation form will be used to record the hours worked. It is the responsibility of the teacher to maintain said document and submit it to the central office for payment.

## **ARTICLE VI: IN-SERVICE**

A committee of four teachers, one from each building level in each attendance center shall form the district's Professional Development Council (PDC). The PDC shall work with the administrative team to help develop and implement decisions concerning teacher in-service. In-service should be geared toward the needs of the district as defined in the school improvement plan and the district staff development plan. The PDC shall oversee and administer the district's staff development plan.

## **ARTICLE VII: TEACHER CONTRACTS**

### **VII-A. Performance of Services**

The teacher will perform the following services in conformity with Kansas law and the policies of the board:

- To teach all days when school is regularly scheduled
- To make and file all reports required by the board, and/or administrators
- To attend professional meetings authorized by the board and/or administrators
- To cooperate with the administrators and other teachers in planning and coordinating the teaching program.
- To perform such school services as directed by the board and/or administrator.

### **VII-B. Assignment**

The board reserves the right to assign the teacher to such buildings and work as the best interests of the schools of the district require.

### **VII-C. Licensure / Certification**

The contract between the district and the teacher shall be null and void if the teacher fails to have on file with the board continuously during employment with the district a valid Kansas Teaching License (Teaching Certificate) for the level at which he/she is employed and/or for the subjects for which he/she is employed to teach.

## **ARTICLE VIII: SALARY PAYMENT DATE**

Salary will be paid on or about the 20<sup>th</sup> of each month and such statement is placed in the policy handbook. When the 20<sup>th</sup> falls during a weekend or holiday, pay day will be the last day before the 20<sup>th</sup> that school is in session.

## **ARTICLE IX: CONTRACTUAL DAYS** Changed 8-03-2020

The contractual obligation of the certified staff member will not be more than 176 days with six of those days reserved for in-service.

## **ARTICLE X: HEALTH INSURANCE** Changed 8-03-2020

The Board of Education will pay up to \$8,000 towards a single health insurance policy for all members of the teaching staff. If this does not cover the cost of the entire policy, then all teachers would be allowed to pay the remaining premium cost through before tax dollars.

## **ARTICLE XI: PROFESSIONAL DUES**

Professional dues may be handled through payroll deduction. The secretary-treasurer of Rawlins County K-NEA shall provide a list of teachers requesting such deductions and the total amount of each deduction to the clerk of the board by September 15<sup>th</sup> of each year.

## **ARTICLE XII: LEAVES**

### **XII-A. Discretionary Leave Days:**

Ten (10) days discretionary leave per year accumulative to ninety (90) days. Discretionary leave may be used for sick, personal, and/or bereavement.

### **XII-B Unused Discretionary Leave Days Added 5-22-19**

At the end of each school year, any unused discretionary leave days will be transferred to employee's sick leave total. Teachers are requested to avoid using discretionary leave the day preceding or the day following a school observed holiday or the last five days of the school year whenever possible. Discretionary leave days will be approved at the discretion of administration.

### **XII-C. Payment for Sick Leave over 90 Days:**

This applies only to those teachers who have accumulated 90 days of sick and personal leave. Pay for annual allowable unused days will be at the rate of 40% of whatever the rate of pay is for the basic salary of a substitute teacher. Example: Staff member ends year with 87 days. Add 10 days for the following year would put him/her over 90 days. (97 days). During this year the staff member uses only 2 days (95 days remaining) so the staff member would be paid for 5 days (the number of unused days over 90).

#### **XII-D. Deduction for Additional Leave Changed 5-22-19**

Any additional leave accumulation will be charged to the teacher at a rate of  $1/n$ ,  $n$ =number of contract days of contract salary. The deduction may be spread over the remainder of the contract period. This will be based on a written request to the Clerk of the USD 105 Board of Education by the requesting staff member.

#### **XII-E. Reporting of Leave Days**

The number of accumulated days used and the days remaining will be printed each month on the payroll stub.

#### **XII-F. Extended Leave for Teachers**

LEAVE: Extended leave, for either one single semester or one school year, would be an option for teachers who have actually taught in USD 105 (with credit for years taught in USD 318 and USD 317) for a cumulative total of ten years. Ten years is not to be defined as the tenth step on the salary schedule, but as a total of ten years Atwood USD 318 / Herndon USD 317 / Rawlins County USD 105 teaching experience over any time span. Granting of leave request would not be contingent upon the teacher's activity during the period of leave.

NOTIFICATION: The teacher shall file a written request for extended leave in the superintendent's office no later than 90 days prior to the end of the semester which precedes the requested leave time. There would be no pay or benefits during extended leave time. During this leave the teacher could continue health insurance coverage within the district group plan but at the teacher's own expense. There would be no loss of accumulated sick leave but neither would there be the addition of earned sick leave during this time.

Upon return to teaching duties, the teacher would be placed on the salary schedule at the experience position (vertical column) immediately following the salary schedule position of his/her most recent contract. Educational position (horizontal row) placement would be granted as appropriate upon return based upon the most recent college transcript.

Leave would be granted contingent upon the district being able to obtain an acceptable certified replacement teacher for that teacher's duties during the leave time. The certification of the replacement teacher must be specific for the teaching duties he/she will assume.

There will be no change of teaching assignment upon the teacher's return unless agreed to prior to the leave being taken or mutually agreed to by the teacher and administration upon return from leave.

Supplemental contract duties will not be a factor in granting extended leave. Arrangements for supplemental contract duties would be an individual matter to be settled between the administration and teacher.

The teacher will be required to give written notice to the district prior to March 1 if not planning to return to employment at the end of a year leave or second semester leave. If the leave applies only to the first semester time period, the teacher will be required to give written notice to the district prior to October 15.

A teacher's request for continuation of the initial leave may be granted at the board's discretion.

The USD 105 Board of Education and administration will strive to cooperate with the teaching staff in cases where the opportunity exists for taking advanced curricular-based classes not offered in the immediate Atwood/Herndon area.

#### **XII-G Jury Duty**

Teachers are entitled to as many days of paid leave as are necessary if they are called to serve on a jury, provided they sign over to the district all compensation except that designated for auto allowance and living expenses.

## **XII-H Sick Leave Bank** Added 8-3-2020

**Bank Structure:** The SICK LEAVE BANK will be available to all employees currently receiving sick leave days as part of their contract. Only those staff members choosing to contribute to the sick leave bank may participate. Staff will notify the central office by the fifth contract day of the school year of their desire to participate. Past members of the bank will automatically continue unless they otherwise notify the central office by the fifth contract day. Past participants may not withdraw unused leave from the bank if they withdraw from participation.

**Sick Leave Bank Days Source:** The participating staff members shall have three options for adding days to the sick leave bank. In each case, buy-in days will be added before other days are added (see #4). The three options are:

- New staff members may buy into the bank by contributing one day to the bank. Thereafter, they will be considered vested members.
- Each staff member may contribute one day of their personal sick leave to the sick leave bank each year until the bank is full. In the event the days required to bring the bank to the maximum is less than one day per participant, the charge per staff member will be set on a prorated basis in one-quarter sick day units.
- The participating staff members may elect to fill the bank at the start of any school year by assessing a sick leave charge to each participant in proportion to a modified percentage of the total sick leave days of all staff members. If this plan is selected, each participant will be required to contribute at least one day with the remainder charged, on a percentage basis, to those participants having 20 or more personal sick leave days accumulated. All contributions will be in half day assessments. If, at the start of any school year, more than one-half but less than one sick leave day per participant is required to fill the bank, each participant will contribute one-half day with the balance charged against the participants by a percentage formula to be determined by the participating staff members. If, at the start of the school year, the requirement to fill the bank is equal to less than one-half days per participant, a one-half day charge will be assessed against each participant, with any unused balance held in reserve to be added to the bank at the start of the next school year before new calculations are made for that year. No formula for calculating contributions shall require any staff member to contribute more than 10% of that staff members' individual accumulated sick leave days. At the start of each school year, the actual days to be charged against individual staff members, along with the days to be held over until the next year, will be reported to the clerk of the board.

**Carry-Over:** Unused days in the bank, at the end of a given contract year, will be carried over. The maximum size of the bank shall be 200 days.

**Individual Staff Member Buy-In:**

**Initial Year:** Each staff member who wants to participate in the bank will contribute one day to the bank. Current days in the USD #105 bank will be carried forward to the USD #105 bank.

**New Staff Members** may buy-in to the bank by contributing one day of total authorized personal sick leave (see #1 above).

**Use of Bank:** The following procedure will be used to regulate use of the bank:

- A sick leave bank **Leave Review Committee** will be appointed to evaluate requests for use of the bank. The sick leave bank committee will include one administrator, one certified staff member and one classified staff member from each building where as one of the certified staff members is an association member. Staff members will be appointed by the other staff from their building and the administrator will be appointed by the superintendent. The sick leave bank committee members will serve a two-year term beginning 2020-2021 school

year with no consecutive terms. For the 2020-2021 school year, the appointed association member will serve a three-year term. They will act on requests on a need basis;

- Requests for bank use will be submitted to the district office on a designated form. When possible, requests should be submitted in advance of anticipated use but requests may be considered on a retroactive basis in the event of emergency;
- Applicants must use all of their personal sick leave before they can use leave from the bank;
- Individual use of the bank will be limited to no more than 40 working days per school year. Conditions which require more leave will require written requests to the Board of Education which will make a determination if emergency conditions justify full or partial forgiveness of lost time due to prolonged medical need. Such approved leave will not be deducted from the sick leave bank. Such requests will be considered on an individual basis. The Board may have access to data regarding past medical and sick leave records involving personal leave and/or sick leave bank use.

Routine Illness: The bank is not intended for use for routine and minor illness leave needed simply to extent personal sick leave which has been exhausted. Rather, its purpose is to reduce the financial impact of legitimate need for leave on an extended basis resulting from serious or pregnancy related medical and/or recovery needs.

Action By The Leave Review Committee: Decisions related to approval or rejections of requests for sick leave bank use will be a majority rule basis. The decision of the committee is final.

**ARTICLE XIII: Grievance Policy** added 8-03-2020

Teachers shall be directly responsible to the building principal of their respective building. They shall promptly and consistently carry out the instructions of their principal and the superintendent. If problems evolve between teacher and principal, the teacher and principal may then consult the superintendent. In an unsolved problem between superintendent and teacher, recourse will be with the board.

Purpose: The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of the school district at the lowest level.

Definitions:

1. "Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.
2. "Grievant" means an employee of the district having a grievance.
3. Words denoting number shall include both singular and plural.

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

Supplemental Conditions:

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications and records relating to the grievance and the final adjustment thereof shall be kept and maintained.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with the immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
4. All grievance hearings shall be confidential.

5. All discussions and hearings shall be conducted at times other than when school is in session.
6. Excluded from the grievance procedure shall be employee evaluations, termination, and other matters for which law mandates another method of review.
7. Only the employee affected may file a grievance or an appeal from Levels 1 & 2.
8. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act and the names and addresses of any witnesses thereto.

Level 1:

A grievant shall first take up the grievance with the immediate supervisor in a private informal conference(s) within 10 school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), the employee may request a formal conference with the immediate administrative supervisor. Efforts should be made to understand the facts and the issues in order to find a solution. The formal conference shall occur within 5 school days following the receipt of the request.

Level 2:

If the aggrieved person is not satisfied with the disposition of the grievance at Level 1 or that no decision is reached within 10 school days after a formal presentation, the employee may appeal the matter in writing to the superintendent.

If the grievant appeals the grievance to the superintendent, the superintendent shall confer with the grievant in an effort to arrive at a satisfactory solution within 5 school days after the appeal has been received.

If the grievant does not appeal the grievance to the superintendent within 10 school days after the formal conference at Level 1, the grievance shall automatically be waived.

Level 3

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made within 15 school days after the date the grievance was filed with the superintendent under Level 2, then the grievant may appeal the grievance to the board for final adjustment of the grievance. The appeal to the board shall be in writing to the clerk of the board within 5 school days after the superintendent has rendered a decision or after the expiration of 15 days.

If the grievant does not appeal the grievance to the board within 15 school days after the formal conference at Level 2, the grievance shall automatically be waived.

The board, upon receipt of the grievance, may assign a hearing officer to hear the grievance and make findings and recommendations to the board. The findings and recommendations shall be made to the board within 10 school days after the grievance has been assigned to the hearing officer. The board shall rule upon the grievance within 25 school days after receipt of the findings and recommendations of the hearing officer, or after hearing by the USD #105 Board of Education itself.

Rules for Conducting a Grievance Procedure Hearing at Level 3.

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present testimony and/or materials.
3. The grievant may make opening remarks and present the case.
4. The administration will make its opening remarks and present its findings in the case.
5. Witnesses may be called individually by the grievant and administration to testify before the board. The board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant and the administration may ask questions of the witnesses during the time they are testifying.



7. Members of the board may ask questions of all participants during the hearing.
8. A summary statement may be made to the board by the grievant.
9. A summary statement may be made to the board by the administration.
10. Any new materials injected into any summary statement may be rebutted.
11. The board will take the matter of the grievance under advisement and render its decision in written form to the grievant within 25 days of the hearing.
12. When the hearing is conducted by a hearing officer, the USD #105 Board of Education will render its decision within 25 days of the receipt of the hearing officer's findings.
13. The decision rendered by the board shall be the final disposition of any grievance.

**ARTICLE XIV: PAYMENT OF ACCUMULATED UNUSED SICK LEAVE**

The district will compensate district employees for unused sick leave in accordance with the following guidelines:

1. Limitations: Payment in accordance with these provisions will be made only in the event of medical disability, death, retirement, or resignation. Should there be changes in state or federal law during the term of this agreement, those changes shall be interpreted to apply to this agreement as if the agreement were specifically modified to conform to applicable law.

2. Scope: There will be payment at a rate of 40% of whatever the rate of pay is for the basic salary of a substitute teacher (up to 90 days) for employees leaving service with USD #105 who have 10 years or more of continuous service in USD #105. Credit will be given for the years of service with USD #318 and USD #317.

**ARTICLE XV: ADDITIONAL COLLEGE HOURS**

Any teacher requested by the school district to take additional college hours shall be considered by the Board of Education on an individual basis for reimbursement of tuition costs.

**ARTICLE XVI: ASSIGNED DUTIES**

Specific non-paying duties to which a teacher may be assigned such as co-class sponsor, Science Club sponsor, etc., will be added to the policy handbook. These non-paying duties will be added to contracts when such duty is known at the time of the issuing of contracts.

These assignments can be changed by mutual consent.

**ARTICLE XVII: DUTY FREE LUNCH PERIOD**

Lunchroom supervision will be handled by a paraprofessional.

**ARTICLE XVIII: RESIGNATION / RELEASE FROM CONTRACT** Changed 7-24-17

Teachers who do not honor their contractual obligations will be penalized according to the following schedule:

The Board of Education must notify teachers of non-renewal by the third Friday in May, and the teacher has 14 calendar days from then, to notify the Board of Education with their written resignation without penalty.

Releases 1 day-4 weeks after the deadline	\$400. penalty
Releases 4 weeks-8 weeks after the deadline	\$1200. penalty
Releases 8 weeks and beyond from the deadline	\$1800. penalty

After August 15, releases will be allowed only in extreme emergencies. The above schedule will be in effect unless a release is mutually agreed upon and provided a suitable replacement is available. The Board of Education has the right to withhold any penalties imposed under this article from final payments.

**ARTICLE XIX: EVALUATIONS**

**Number of Observations**

Every employee in the first two consecutive school years of employment shall be evaluated at least one time per semester by no later than the 60<sup>th</sup> school day of the semester. Every employee during the third and fourth years of

employment shall be evaluated at least one time each school year by no later than February 15. After their fourth year of employment every employee shall be evaluated at least once every three years by no later than February 15 of the school year. Teachers who have been tenured in another district will be evaluated at least once a year for the first two years by no later than February 15. Further evaluation observations may be scheduled or unscheduled through discussion with staff member and administrator.

### **Pre-Observation Conference**

At least five days prior (unless mutually agreed to otherwise) to any observation the evaluator shall meet with the teacher to discuss the following; examples could include: a)What outcomes does the teacher anticipate for the lesson which will be presented on the day of the observation, b)What methods of instruction will the teacher use to present the lesson on the day of the observation, c)What materials will be used for the lesson being presented on the day of the observation, and d)Are there any special events or problems the teacher wishes the evaluator to observe?

The evaluator and teacher will identify any specific skills or teaching practices they wish to observe and determine the best time to observe those skills or practices. The evaluator and teacher shall also identify any specific problem areas they believe need to be monitored or changed. The evaluator shall also identify any specific portions of the evaluation form he/she will be focusing on. A copy of the evaluation form will be given to the teacher at or prior to this conference.

### **Number of Observations**

The evaluator shall make at least 2 classroom observations of 45 minutes each, prior to the completion of the evaluation form.

### **Post-Conference Meeting**

A post-observation conference will be held between administrator and teacher following each classroom observation. The conference shall include the following items: assess all observation notes as completed by the evaluator, discuss all points identifying strengths and weaknesses.

### **Self-Evaluation**

Prior to the evaluation conference, the teacher shall complete a self-evaluation. If there is a need, the teacher and administrator may discuss the self-evaluation together.

### **Evaluation Training**

Staff will be trained on the current evaluation document prior to being evaluated each year.

### **Plan of Improvement**

If a teacher is marked in the lowest performance category within one or more area(s) on their evaluation; the administrator and teacher shall work to arrive at a Plan of Improvement to correct those areas.

Changed 5-20-13

## **ARTICLE XX: WORKING REQUIREMENTS**

### **XX-A. Lesson Plans**

Teachers are to maintain daily lesson plans in their classrooms. These lesson plans shall be maintained for one week in advance. These plans shall be located in a designated location\* in the teacher's classroom. These plans are subject to the building principal's approval through periodic lesson plan inspections. It shall be the responsibility of the teacher to maintain the lesson plans. These plans may be used by a substitute teacher if a dire emergency arises. In the event, other than a dire emergency, of a teacher's absence that teacher shall submit in-depth lesson plans to the principal for the substitute teacher to insure the continuity of the class during the absence of the teacher.

\*The principal of each building shall maintain a list of teachers with each designated location for lesson plans on the list

If, during the principal's inspection of the lesson plans, the lesson plans are found not to be maintained by the teacher, a letter of reprimand will be written at the principal's discretion and placed in the teacher's personal file.

**XX-B. Attendance at School Functions**

The Board of Education and the Teacher's Association should encourage attendance at school functions.

**XX-C. Teacher Responsibility**

All teachers are responsible for conduct of students at school and at school activities. The administration will support reasonable disciplinary action taken by teachers at such events.

**XX-D Duty Day** Added 6-1-15

Teachers unless assigned otherwise are to arrive at school twenty minutes before start time and remain on duty until twenty minutes after the last class ends. If circumstances require that you depart from this schedule, teachers are requested to clear such changes with office.

**ARTICLE XXI: SCHOOL CALENDAR**

The faculty may have input for the beginning and ending dates of summer vacation, holidays, breaks, and in-service days. These suggestions concerning the next year's calendar shall be submitted to the central office when requested by the administration.

A master calendar will be set up with activities of all schools listed. The calendar will be published by the district office.

**ARTICLE XXII: SCHOOL VISITATION**

Teachers will be provided with one (1) day a year to visit another school and observe teaching methods and techniques to broaden and better his/her own teaching ability and skills. No more than two teachers should be gone from each building on a given day, and a visitation day should not be used in conjunction with a holiday or personal business. Teachers will be required to give a report to the staff in their respective buildings following a school visitation.

**ARTICLE XXIII: SALARY SCHEDULE**

A copy of the teachers' salary schedule, as modified each year, shall be attached to this agreement as **Appendix A**.

Agreed upon one step, if eligible, as well as lateral movement, if earned will be awarded for the 2021-2022 school year.

An increase of \$2,750 will be added to base salary for the 2021-2022 school year bringing the base to \$39,000. (added 6-21-2021)

Conditions for implementing the salary schedule shall be as follows:

- Vertical steps on the salary schedule do not necessarily mean years of experience. However, it will be used as a guide in hiring new personnel;
- To advance horizontally, hours must be gained in the field of education which would apply to an advanced degree unless approved by the building administration and/or district administrator and will be filed in the district office using approved form beginning August 1, 2021:
  - IDP (Individual Development Plan) points may be used to advance horizontally on the salary schedule, in conjunction with college credits. See details below:
    - 20 PDC points equals 1 college credit, with a maximum of 3 college hours / 60 points allowable per column movement. For any horizontal move using PDC points, a minimum of half the points must be above knowledge level with a maximum of 60 points. In addition, any reference to IDP with Article XXIII shall be renamed PDC.

- PDC points will expire five years after the approval date.
  - Teacher must submit a written request to the unified office requesting transfer of PDC points to college hours with accompanying documentation of PDC points.
  - Request must be submitted by August 1<sup>st</sup>
- The Board of Education reserves the right to vary from the schedule if it deems necessary.
  - New vertical steps may be added to any or all salary schedule columns through negotiations. Otherwise, teachers at the bottom of a salary schedule column will receive only the amount of increase provided by the elevation of the base as applied to the teacher's current position on the schedule.

**ARTICLE XXIV: EXTRA DUTY AND SUPPLEMENTAL SALARY SCHEDULE**

A copy of the extra duty salary schedule, as modified each year, shall be attached to this agreement as **Appendix B**. A \$100 increase will be added across all levels 1-9 for the 2021-2022 school year (added 6-21-2021). A copy of the supplemental salary schedule shall be attached to this agreement as **Appendix C**.

Ag Teacher: Committee agrees to add six days to extra duty salary schedule for VoAg position for a total of 16 days at per day rate (added 8-3-2020)

**XXIV-A. Mentors** (added 8-3-2020)

First year mentors will receive the stipend allocated by the state. Second year mentors will receive the stipend allocated by the State providing it is \$500 or more; otherwise the district will mitigate the difference up to \$500.

**XXIV-B. Faculty Working Extra Duty** added 8-3-2020

Faculty will be compensated at \$10 per hour for requested attendance at events held outside of contract day. Faculty will complete time sheet for events to be turned into building principal for approval no later than the end of the semester.

**ARTICLE XXV: PROTECTED TEACHER WORK TIME**

A minimum of one work day in August will be without meetings, etc.

**Part-Time Planning Period Added 6-1-15**

- Teachers who teach 3 or more classes will have a planning period
- Teachers who teach 2 or fewer classes will receive a paid stipend
  - Stipend will be % of base salary
  - Formula will be n/7 of a class period salary

**Loss of Planning Period Added 8-15-16**

USD 105 7-12 teachers shall be compensated for loss of planning period while substituting for another teacher when a substitute is not available. This shall be done at a rate of \$6 for every 20-40 minutes and \$12 for 40-60 minutes. This is subject to teachers with only one planning period.

USD 105 K-6 teachers who lose their planning period when a substitute is not available for art, music, P.E., or library, shall be compensated at a rate of \$6 for every 20-40 minutes or \$12 for every 40-60 minutes

USD 105 K-6 teachers who cover a combined class for an entire day when a substitute is not available shall be compensated at half of the substitute daily rate of pay.

**ARTICLE XXVI: RIF POLICY** – added 6-17-13

**GBQA Reduction in Certified Staff (Non-probationary)**

**GBQA**

The Board has the responsibility of determining composition of the professional staff necessary to implement and maintain the educational programs of Unified School District #105. A decision to reduce professional staff will, in

all cases, remain within the sole discretion and judgment of the Board of Education. The Board of Education may retain any professional employee who it deems necessary to staff any program in the school district. It is the policy of this Board to use normal attrition of staff (i.e. resignations, retirement, leave of absence) as the first means of achieving the necessary reduction of professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this policy.

**GBQA-R Reduction in Certified Staff (Non-probationary)**

**GBQA-R**

Whenever the superintendent determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all professional employees of the school district will be advised of the reasons for the reduction of professional staff and will be informed of the procedures and considerations to be used in determining which employees will have their contracts non-renewed. The superintendent will review all relevant facts and circumstances and will present to the Board of Education the names of those professional employees whose contracts are recommended for non-renewal. The educational needs of the school district will be the primary criteria used in making the decisions on reduction in personnel.

In making those determinations included in the preceding paragraph, the superintendent shall give consideration to the following factors:

- 1) Areas of certification;
- 2) Educational performance as determined from the certified employee evaluations;
- 3) Prior teaching and/or appropriate experience in specific service areas;
- 4) Advanced degrees or additional credit hours;
- 5) Seniority in the district;
- 6) Building Principal's recommendation.

**GBQA-R Reduction in Certified Staff (Non-probationary)**

**GBQA-R-2**

Recall

Those employees who have been terminated through a reduction in force may be offered re-employment within the district within a period of two (2) years from the end of the current contract when vacancies occur for which they are qualified. At re-employment, the employee shall retain any benefits which had accrued to said employee at the time of termination. The length of time represented by the break in service shall not be included as service with the district. The employee shall be responsible for maintaining his or her address, telephone number and certification within the district's administration office. When a vacancy occurs, notice of the vacancy will be sent to employees and they may be offered re-employment in reverse order of the order in which they were laid off.

**ARTICLE XXVII: FAIR DISMISSAL OF TEACHERS** – Changed 6-1-15

- A. The BOE and Association agree to the mutual benefit of the Fair Dismissal procedure for experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
- B. For the first three years of professional employment with the district, teachers, are considered probationary and may be nonrenewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
- C. Starting in year four of teaching with the district, teachers shall have earned nonprobationary status. At its discretion, the Board may formally grant nonprobationary status to any teacher earlier.
- D. Nonprobationary teachers may be terminated or nonrenewed for just cause, including ineffective performance, provided the procedural process is closely observed. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed nonrenewal is to be based on ineffective performance, the district evaluation procedure shall be followed. The nonprobationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed but the final decision on the plan rests with the principal.

- E. If the termination or nonrenewal is based on other reasons, including disciplinary factors or reduction of force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or nonrenewal.
- F. If the nonprobationary teacher is terminated or nonrenewed, he/she shall be notified in writing prior to the statutory continuing contract date. The notification shall include the reasons for termination or nonrenewal. The teacher will have fourteen calendar days from the postmark/witnessed hand-delivery of the letter to file a written request with the Board Clerk for a hearing.
- G. Within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is not possible, the hearing officer shall be an arbitrator selected by alternately striking names from either the KSDE list or the AAA list.
- H. During the hearing, the entire basis for the termination or nonrenewal shall be proffered by the district and the teacher may present his/her response. If, in the opinion of the BOE, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The recommendation by the hearing officer shall be rendered in writing to both parties within seven (7) calendar days of the conclusion of the hearing. The recommendation of the hearing officer shall be taken into consideration by the BOE. The final decision shall be rendered by the BOE in writing to the teacher within ten (10) calendar days of having received the recommendation of the hearing officer.
- I. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.
- J. If the teacher prevails, he/she is reinstated in full. If the BOE prevails, the job action is final. The decision is binding on both parties provided that either party may appeal a decision it believes arbitrary or capricious.
- K. The teacher shall pay for his/her expenses, including any witness and/or representation. All other expense of the hearing shall be paid by the district.

**ARTICLE XXVIII: Association Leave –** Added 7-24-17

Definition:

Association leave are those days which officers and/or elected representatives of KNEA Atwood are to be relieved of classroom and other school duties to attend KNEA and/or NEA meetings and to negotiate annually with the Board as a representative of the KNEA Atwood.

Procedure:

- A. The total number of days' absence for all staff involved acceptable for this purpose shall not exceed ten (10) days in one school year;
- B. No individual teacher shall be absent for this purpose more than three (3) days in any one school year;
- C. The Board shall pay the regular day salary during absences for association leave;
- D. All requests for absence under the conditions of this policy shall be approved by the current KNEA Atwood President and the appropriate building principal;
- E. USD 105 will not pay for any expenses.

**ARTICLE XXIX: College Tuition Reimbursement** Added 5-22-19

Teachers may seek reimbursement for college credit courses that have been pre-approved on the respective individual development plan by the Professional Development Committee. Reimbursement shall not exceed three (3) college graduate credit hours per year at \$200 per hour or total cost, whichever is less, including tuition, books and fees. Classes pertaining to building goals, curriculum development, instructional techniques and improvement of student's behavior, if within the teacher's field, may be considered for reimbursement. Reimbursement is also contingent on receiving a letter grade of B or higher in a graded course or a Pass in a non-graded course. Verification is complete when transcript has been submitted to PDC. All forms will be in the Grade School and High School office. The reimbursement year will run from August 1<sup>st</sup> through July 31<sup>st</sup>. The Board of Education will supply \$6,000 for the 2021-2022 school year.

## 2021-2022 Rawlins County USD #105 Salary Schedule

STEP	BA	BA+8	BA+16	BA+24	BA+32	MS-BS+40	MS+8	MS+16	MS+24	MS+32
1	\$39,000	\$39,800	\$40,600	\$41,400	\$42,200	\$43,000	\$43,800	\$44,600	\$45,400	\$46,200
2	\$39,500	\$40,300	\$41,100	\$41,900	\$42,700	\$43,500	\$44,300	\$45,100	\$45,900	\$46,700
3	\$40,000	\$40,800	\$41,600	\$42,400	\$43,200	\$44,000	\$44,800	\$45,600	\$46,400	\$47,200
4	\$40,500	\$41,300	\$42,100	\$42,900	\$43,700	\$44,500	\$45,300	\$46,100	\$46,900	\$47,700
5	\$41,000	\$41,800	\$42,600	\$43,400	\$44,200	\$45,000	\$45,800	\$46,600	\$47,400	\$48,200
6	\$41,500	\$42,300	\$43,100	\$43,900	\$44,700	\$45,500	\$46,300	\$47,100	\$47,900	\$48,700
7	\$42,000	\$42,800	\$43,600	\$44,400	\$45,200	\$46,000	\$46,800	\$47,600	\$48,400	\$49,200
8	\$42,500	\$43,300	\$44,100	\$44,900	\$45,700	\$46,500	\$47,300	\$48,100	\$48,900	\$49,700
9	\$43,000	\$43,800	\$44,600	\$45,400	\$46,200	\$47,000	\$47,800	\$48,600	\$49,400	\$50,200
10	\$43,500	\$44,300	\$45,100	\$45,900	\$46,700	\$47,500	\$48,300	\$49,100	\$49,900	\$50,700
11	\$44,000	\$44,800	\$45,600	\$46,400	\$47,200	\$48,000	\$48,800	\$49,600	\$50,400	\$51,200
12	\$44,500	\$45,300	\$46,100	\$46,900	\$47,700	\$48,500	\$49,300	\$50,100	\$50,900	\$51,700
13		\$45,800	\$46,600	\$47,400	\$48,200	\$49,000	\$49,800	\$50,600	\$51,400	\$52,200
14		\$46,300	\$47,100	\$47,900	\$48,700	\$49,500	\$50,300	\$51,100	\$51,900	\$52,700
15		\$46,800	\$47,600	\$48,400	\$49,200	\$50,000	\$50,800	\$51,600	\$52,400	\$53,200
16		\$47,300	\$48,100	\$48,900	\$49,700	\$50,500	\$51,300	\$52,100	\$52,900	\$53,700
17			\$48,600	\$49,400	\$50,200	\$51,000	\$51,800	\$52,600	\$53,400	\$54,200
18				\$49,900	\$50,700	\$51,500	\$52,300	\$53,100	\$53,900	\$54,700
19				\$50,400	\$51,200	\$52,000	\$52,800	\$53,600	\$54,400	\$55,200
20				\$50,900	\$51,700	\$52,500	\$53,300	\$54,100	\$54,900	\$55,700
21				\$51,400	\$52,200	\$53,000	\$53,800	\$54,600	\$55,400	\$56,200
22					\$52,700	\$53,500	\$54,300	\$55,100	\$55,900	\$56,700
23					\$53,200	\$54,000	\$54,800	\$55,600	\$56,400	\$57,200
24					\$53,700	\$54,500	\$55,300	\$56,100	\$56,900	\$57,700
25						\$55,000	\$55,800	\$56,600	\$57,400	\$58,200
26						\$55,500	\$56,300	\$57,100	\$57,900	\$58,700
27							\$56,800	\$57,600	\$58,400	\$59,200
28								\$58,100	\$56,150	\$56,950
29									\$59,400	\$60,200
30									\$57,150	\$57,950
31									\$57,650	\$58,450
32									\$60,900	\$61,700
33									\$61,400	\$62,200
34									\$61,900	\$62,700

Step Increment	\$500
Column Increment	\$800

NOTE 1: The certified staff member will receive single health insurance.

NOTE 2: The board reserves the right to advance new employees on the salary schedule if required by supply and demand.

## 2021-2022 Extra Duty Salary Schedule

	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	13 YR	14 YR	15 YR
<b>Level 1 Assignments</b>															
HS Head Coach, FFA, Inst Music, HS Vocal Music	\$2,861	\$3,011	\$3,161	\$3,311	\$3,461	\$3,611	\$3,761	\$3,911	\$4,061	\$4,211	\$4,361	\$4,511	\$4,661	\$4,811	\$4,961
<b>Level 2 Assignments</b>															
K-6 Music (1/3) and Consort (2/3)	\$ 2,442	\$ 2,542	\$ 2,642	\$ 2,742	\$ 2,842	\$ 2,942	\$ 3,042	\$ 3,142	\$ 3,242	\$ 3,342	\$ 3,442	\$ 3,542	\$ 3,642	\$ 3,742	\$ 3,842
<b>Level 3 Assignments</b>															
HS Asst Coach, JH Head Coach	\$ 2,108	\$ 2,203	\$ 2,298	\$ 2,393	\$ 2,488	\$ 2,583	\$ 2,678	\$ 2,773	\$ 2,868	\$ 2,963	\$ 3,058	\$ 3,158	\$ 3,258	\$ 3,358	\$ 3,458
<b>Level 4 Assignments</b>															
HS Cheerleader, HS Acad. Bowl	\$ 1,862	\$ 1,962	\$ 2,062	\$ 2,162	\$ 2,262	\$ 2,362	\$ 2,462	\$ 2,562	\$ 2,662	\$ 2,762	\$ 2,862	\$ 2,962	\$ 3,062	\$ 3,162	\$ 3,262
<b>Level 5 Assignments</b>															
JH Asst. Coach, JH Head Cheerleader, Forensics	\$ 1,544	\$ 1,644	\$ 1,744	\$ 1,844	\$ 1,944	\$ 2,044	\$ 2,144	\$ 2,244	\$ 2,344	\$ 2,444	\$ 2,544	\$ 2,644	\$ 2,744	\$ 2,844	\$ 2,944
<b>Level 6 Assignments</b>															
HS Yearbook	\$ 1,271	\$ 1,321	\$ 1,371	\$ 1,421	\$ 1,471	\$ 1,521	\$ 1,571	\$ 1,621	\$ 1,671	\$ 1,721	\$ 1,771	\$ 1,821	\$ 1,871	\$ 1,921	\$ 1,971
<b>Level 7 Assignments</b>															
GS Stuco, Span. Club, Art Club, SADD, Aclub, NHS, Play	\$ 853	\$ 893	\$ 933	\$ 973	\$ 1,013	\$ 1,053	\$ 1,093	\$ 1,133	\$ 1,173	\$ 1,213	\$ 1,253	\$ 1,293	\$ 1,333	\$ 1,373	\$ 1,413
<b>Level 8 Assignments</b>															
JH Stuco, JH Acad Bowl	\$ 769	\$ 819	\$ 869	\$ 919	\$ 969	\$ 1,019	\$ 1,069	\$ 1,119	\$ 1,169	\$ 1,219	\$ 1,269	\$ 1,319	\$ 1,369	\$ 1,419	\$ 1,469
<b>Level 9 Assignments</b>															
JH/HS Athletics Director	\$ 4,400	\$ 4,500	\$ 4,600	\$ 4,700	\$ 4,800	\$ 4,900	\$ 5,000	\$ 5,100	\$ 5,200	\$ 5,300	\$ 5,400	\$ 5,500	\$ 5,600	\$ 5,700	\$ 5,800



## 2021-2022 Supplemental Salary Schedule

<b>Special Assignments:</b>	
Special Education	\$1,071
Mentor Per Mentee	\$500
ESOL	\$500
RCHS At Risk	\$500
KESA	\$500
PDC Committee Member	\$500
PDC Committee Chair	\$750
Guidance	10 days at per day rate
VoAg	16 days at per day rate
Junior Sponsors Split	\$4,800